

UTILITY ADDENDUM

This Utilities Addendum (this “**Addendum**”) is made and entered into as of _____ (the “**Effective Date**”) by and between Student Apartment Mart, Inc (“**Landlord**”) and _____ an individual (“**Resident**”).

Landlord and Resident entered into that certain Housing Contract dated _____ (lease start date)(the “**Contract**”) for a bedroom (the “**Bedroom**”) in apartment _____ located at _____ (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Payment of Utilities.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, “**Costs**”) and the method of allocating the payment of utilities, services and costs will be as indicated below:
 - a. **Electric service and associated fees will be paid:**
 - Not Applicable
 - By Landlord, entirely
 - By Landlord or a billing company using one of the following methods:
 - Direct-metered (Please see the description below.)
 - Sub-metering. (Please see the description below.)
 - b. **Water/Sewer service and associated fees will be paid:**
 - Not Applicable
 - By Landlord, entirely
 - By Landlord or a billing company using one of the following methods:
 - Direct-metered (Please see the description below.)
 - Sub-metering. (Please see the description below.)
 - c. **Gas service and associated fees will be paid:**
 - Not Applicable
 - By Landlord, entirely
 - By Landlord or a billing company using one of the following methods:
 - Direct-metered (Please see the description below.)
 - Sub-metering. (Please see the description below.)
 - d. **Trash service and associated fees will be paid:**
 - Not Applicable
 - By Landlord, entirely
 - By Landlord or a billing company using one of the following methods:
 - Flat rate
 - e. **Internet**
 - Not Applicable
 - By Landlord, entirely
 - By Landlord or a billing company using one of the following methods:
 - Flat Rate
3. **Bill Method(s).** The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

Direct-Metered. Landlord will remain the customer of record for the applicable utility. The local utility provider measures the utility usage in each unit and bills Landlord directly for such charges. **The utility charges for each unit will be divided by the number of days each bedroom was occupied in each unit to determine the charge per resident.**

Sub-Metered. Resident's unit is sub-metered to determine water/sewer usage. Resident will pay for the applicable utility service based on the unit's consumption measured by a submeter. Resident's sub-metered charges will be determined using either of the following methods:

- a. The utility bill will be allocated to each unit based on the total utility bill divided by the total resident consumption to come up with a utility rate. This rate will then be multiplied by the consumption measured by the sub-meter in Resident's Unit. The utility charge for each unit will be divided by the number of days each was occupied in each unit to come up with each resident's charge.
- b. The measured consumption for Residents Unit will be multiplied by a number based on the utility provider's rate and/or bill (by dividing the dollar amount on the provider bill by the consumption amount on the provider bill). **The unit's total cost will then be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.**
- c. If sub metered for water, the service period dates billed will foster the water utility provider for the property.

If a flat fee method for trash service is used, Resident and Landlord agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.

At Landlords option, Landlord may bill utilities through a utility billing company or directly by Landlord. These utility charges will be considered as additional charge to monthly installment. For utilities billed directly by a utility billing company, Resident must make payment in full of the utility charges to the billing company prior to the due date listed on each bill. Whether or not Landlord bills Resident directly or through a utility billing company, Resident agrees that the actual cost to Landlord and/or the billing company when Resident fails to pay the utility bill on time is difficult or impossible to determine, but Resident agrees that in the event of a late payment, Landlord and/or the billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Regardless of whether Landlord bills Resident directly or through a utility billing company, utility payments are due as additional monthly charge. The failure to make the utility payment is a material and substantial breach of the Housing Contract and will entitle the Landlord to exercise all remedies available under the Housing Contract. The Landlord is entitled to use Resident security deposit to recover unpaid utility charges.

4. **Resident Utilities.** Any utilities and services other than the Landlord-Provided Utilities (each, a "Resident Utility", and collectively, the "Resident Utilities") which are available to the Unit shall be separate from the Lease Amount and payable by Resident of the Unit as provided herein. Landlord has chosen to use "SimpleBills" to manage its relationship with the Resident Utilities, and Resident will owe Resident Utility payments to SimpleBills. Unless otherwise instructed by Landlord, Resident will **NOT** contact individual utility companies for Resident Utilities. EACH Resident on this Lease shall enroll with SimpleBills (at SimpleBills.com), or a subsequent provider at the Landlord's election, for utility billing **BEFORE** the Lease Start Date. Resident shall pay SimpleBills for the Resident Utilities for which they are responsible during the Term of this Lease and shall pay any applicable service fees, which shall be included on the utility bill Resident shall receive from SimpleBills. At the Landlord's election, Resident shall be responsible for paying an annual fee of **\$60.00**, per lease term. Resident shall agree to the Terms of Service from SimpleBills, which shall be made available to Resident at time of enrollment. Should Landlord elect to have SimpleBills estimate a final utility invoice, SimpleBills will provide an estimated final invoice to Resident based on multiple prior months of utility service, historical data and weather factors. Resident agrees to pay SimpleBills this final estimated invoice before the End Date of the Term. Resident can contact SimpleBills at info@simplebills.com to true-up the final estimated bill with the final actual bill, once it has been issued by the utility providers. If the estimated final invoice is higher than the actual bill, SimpleBills will obtain Resident's current address and issue a refund check to Resident mailed to that address. If the estimated final invoice is less than the actual bill, SimpleBills will make arrangements with Resident for Resident to pay any shortfall between the estimated final bill and the actual bill amounts. Any balance left unpaid by Resident as a result of this true-up process may be sent to an outside collections agency.

Resident shall pay (or cause to be paid) all charges for the Resident Utilities on or prior to the date they become due. If Resident does not pay SimpleBills when bills are due, Landlord may put the Resident Utilities charged on Resident's account with Landlord and an **additional utility administration fee of \$50.00** per bill shall be added to Resident's account. Resident shall be responsible to keep their account with SimpleBills active through the end of the Lease until their final bill from SimpleBills is provided to Resident, regardless of when Resident physically moves out of the unit.

You acknowledge that the billing company is not a public utility

5. General Information:

- a. Any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility. You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes – usually us, or a billing company.
 - b. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period’s utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
6. Payment for your respective utilities is due no later than sixteen (16) days after the date that the bill is postmarked, or hand delivered to your unit. In order to avoid late fees, all amounts are due by or before the due date specified on your bill. You are required to pay the amount due directly to SimpleBills. If your payment is late, if your check does not clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees, and other remedies under the Lease are available to us.
7. Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue, and we have failed to cure such matter within a reasonable time after receipt of your notice.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

SAMI
(Student Apartment Mart, Inc)

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____