

UTILITY ADDENDUM: DISCLOSURE STATEMENT OF RESIDENT'S FINANCIAL RESPONSIBILITY FOR WATER, SEWER, GAS, ELECTRIC, PEST CONTROL, ALARM MONITORING AND TRASH COLLECTION UTILITIES. THIS ADDENDUM IS AN ATTACHMENT TO YOUR LEASE.

This Disclosure Statement (the "Utility Addendum") shall become part of the Apartment Rental Agreement (the "Lease") dated _____ between Greenbrook ("Management" or "Mgt.") and _____ ("Resident(s)") of Apt. No. _____.

1. Paragraph _____ of the Lease is amended by this Utility Addendum.
2. Responsibility for payment for utilities will be as indicated below. The method of metering or otherwise measuring the cost of the utility will be as indicated below. Management reserves the right to change the method of metering and/or billing at any time by providing the Resident with thirty (30) days prior written notice. Management may use a third party billing provider to provide all or part of the billing services directly.
3. Water and sewer service to the Resident's apartment unit will be paid by Resident. Water and sewer bills will be calculated using a system based on the following selected method:

- (X) A ratio utility billing system (RUB) based on number of occupants and square footage. Specifically, Resident's bill will be calculated in the following manner: 50% of the Residents water and sewer bill will be calculated by allocating the management's water and sewer bills to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants living in that apartment unit compared to the number of occupants in total in the apartment complex. Resident's percentage share based on number of occupants in Resident's unit will change each month based on the number of occupants in Resident's unit and the number of occupants in the apartment complex. The remaining 50% of the Residents water and sewer bills will be calculated by allocating the Management's water and sewer bills to each apartment unit based on the square footage of Resident's unit compared to the total amount of square feet of all units at the apartment complex.

Prior to allocating the Management's water and sewer bills using the method described above, Management will deduct 10% to account for common area usage. Management and Resident agree that the exact amount of the water consumed in Resident's unit and the exact amount of water used in the common area cannot be determined precisely, but that the methods described above used to calculate those amounts are reasonably accurate estimates. Resident represents that all occupants that will reside in the unit are properly and accurately reflected in the Lease. Resident agrees to immediately notify Management of any change in the number of occupants in the unit.

- _____ 5. All water and sewer related charges assessed to the Management may be used to calculate the amount charged to each resident, including, but not limited to, stormwater charges, water or sewer related charges contained on tax bills, and all charges contained on the utility bills received from the local water and sewer providers.
- NA 6. Trash collection service for the Resident's apartment will be paid by: Resident (); Management (). Trash collection bills will be calculated using a system based on: Flat rate (X) at /month.
- _____ 7. Pest control service for the Resident's apartment will be paid by: Resident (X); Management (). Pest control bills will be calculated using a system based on: Flat rate (X) at \$3.00/month.
- NA 8. Intrusion alarm monitoring costs for the Resident's apartment will be paid by Resident (); Management (). Intrusion alarm monitoring bills will be calculated using a system based on: Flat rate () at / month.
9. Resident must make payment of the charges due on the 1st of each month with your rent payment based upon the utility bill issued, or Resident's payment will be late. Partial Payments of the total due (rent plus utilities and other fees) will no be accepted. If a payment is received after that time, Resident will be responsible for paying a late fee. Resident and Management agree that the actual cost to Management and/or a third party billing provider when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Management and/or the third party billing provider does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative changes, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Management and Resident agree that if the payment is received after the due date, Tenant shall immediately pay a late payment in the amount of \$10.00, which is a reasonable estimate of the costs incurred. Utility payments are due with your rent payment. The failure to make the utility payment is a material and substantial breach of the Lease and shall entitle Management to exercise all remedies available under the Lease, this lease addendum or applicable laws. Management is entitled to use Resident's security deposit to recover unpaid utility charges.

10. As a regular part of each monthly utility bill, Resident may be charged, in which case Resident shall pay, a monthly service fee in addition to the utility service charges for which Resident is billed. The monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Management for providing or processing utility bills and may be changed (with thirty (30) days written notice provided to Resident) if Management's actual expenses increase. Additionally, Resident agrees to pay a one time account processing fee in the amount of \$1.95 when Resident vacates the unit. This fee shall be included in Resident's final utility bill to cover costs for administration and billing expenses and charges incurred by Management for processing the final utility bill. Resident further agrees to pay a one-time new account processing fee in the amount of \$10.00 when Resident moves into the unit. This fee shall be included on Resident's first utility bill. This fee is for administration and billing expenses and charges incurred by Management for setting up the new utility account.

11. Utility bills will generally be issued to Resident on a monthly basis. When Resident vacates the apartment, the billing provider will prepare a special bill ("on-demand bill") which will reflect utility usage up to the date that the Resident vacates the apartment. An on-demand bill will be issued by the billing provider to Management and will be paid out of the Resident's security deposit.

12. If Resident moves into or out of the apartment on a date other than the first of the month, then Resident will be charged for the full period of time that Resident was living in, occupying, or responsible for payment of rent or utility charges on the apartment. If Resident breaks or breaches the Lease, Resident will be responsible for utility charges through the time it takes for Management to retake possession of the apartment, regardless of whether Resident is still occupying the apartment.

13. Management is not liable for any losses or damages Resident incurs as the result of outages, interruptions, or fluctuations in utilities provided to Resident's apartment unless such loss or damage was the direct result of the negligence of Management or its employees. Resident releases Management from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value or the apartment due to such outages, interruptions, or fluctuations.

14. Residents shall not tamper with, adjust, or disconnect any utility submetering system or device. Violation of this provision is a material breach or default of this Utility Addendum and the Lease and shall entitle Management to exercise all remedies available under the Lease.

15. Resident shall promptly contact the local utility(ies) (water/sewer, gas, and/or electricity) to establish an account(s) in Resident's name for the provision of utility service to Resident's unit for all utilities (water/sewer, gas, and/or electricity) that Resident is responsible for paying directly to the local utility provider. Resident shall ensure that the start date for each such account is the Resident's move-in date. If Resident fails to comply with the conditions of this paragraph and Management is subsequently charged with utility charges attributable to Resident's occupancy of the unit, then Resident shall be issued (and shall pay) a bill for such services by Management or the billing provider (which shall include a service charge in the amount of \$ 50.00 which represents Management's expenses incurred due to Resident's failure).

16. The method of metering or otherwise measuring the cost of the utility will be as indicated above. Management reserves the right to change the method of metering and/or billing at any time by providing the Resident with thirty (30) days prior written notice. Management reserves the right to change the amount of any administrative fee with thirty (30) days prior written notice. Management reserves the right to change the services for which the Resident will be billed with thirty (30) days written notice.

Date of this Addendum: _____, 20_____

Management

Resident