

Lease Addendum – Utility Service



Lessor Community: <<PropertyName>> c/o Southern Management Companies LLC

Lessee Name(s): <<Lessee>>

Resident #: <<tcode>>

Address of Leased Premises: <<UA>>

As of <<dtLF>> Lessee is responsible for the following utilities. Any utility services billing that is not Direct Meter will be added to your account and will be due on or before the 1st of <<RUBSMonth>> <<RUBSYear>> and each month thereafter.

Utility Service(s)	Method	Admin Charge	Historical Averages <<DATERANGE>>		
Electric	<<emethod>>	<<eadmin>>	<<eaverage>>		
Gas	<<gmethod>>	<<gadmin>>	<<gaverage>>		
Water & Sewer	<<wmethod>>	<<wadmin>>	W: <<waverage>>	H: <<whigh>>	L: <<wlow>>
			S: <<saverage>>	H: <<shigh>>	L: <<slow>>
Trash	<<tmethod>>	n/a	n/a		
Other	<<omethod>>	n/a	<<oaverage>>		

This addendum modifies and amends the Lease Agreement effective on the original date of possession, as amended and assigned (collectively, the “Lease Agreement”), by and between Southern Management Companies LLC (“Lessor”) and resident(s) so named (“Lessee”). All terms in the Addendum shall have the same meaning as set forth in the Lease Agreement except to the extent modified herein.

1. Lessee agrees that they will be billed by Lessor for utility services as specified in this addendum. Utility Service charges and all other sums will be considered additional rent under the Lease Agreement, payable to the Lessor when such amounts become due immediately. Unless otherwise specified herein and unless prohibited by any applicable law, any billing fees charged by service provider or any intermediary agency for the provision of a Utility Service including, but not limited to, a set-up charge, initiation charge, or administrative charges, will also be considered additional rent under the Lease Agreement, and Lessee shall promptly pay, as and when the same become due and payable under the Lease Agreement. The parties agree that a violation of this addendum will be deemed a substantial and material breach of the Lease Agreement.
2. Lessee shall engage and maintain all utility services designated herein as Direct Meter Utility Services. Lessee agrees that, should Lessee not engage and maintain any Direct Meter Utility Service(s) and the service provider bills the Lessor as a result, any sums outstanding and an administrative charge specified herein will be added to Lessee’s account with Lessor and will accrue immediately.
3. Utility Service(s), not designated as Direct Meter Utility Services, will be billed by the service provider to Lessor and then allocated by Lessor to Lessee based on the Method specified in this addendum. Lessor will calculate Lessee’s allocated share of the utility service in accordance with the applicable law. Lessor may, from time to time, change the Method specified herein or the formula for allocation of utilities in accordance with the applicable laws, and Lessee agrees that any changes will become part of the Lease Agreement. Any disputes relating to the computation of Lessee’s utility bill are between Lessor and Lessee.



4. Allocation of utilities that are subject to Ratio Utility Billing, as indicated here in, will be determined by the following formula(s) based on square footage (SF) and occupancy (OCC), where each occupant listed on the Lease Agreement is equal to one (1) person;

Electric: <<eformula>>	Water: <<wformula>>	<<otherserv>> <<oformula>>
Gas: <<gformula>>	Sewer: <<sformula>>	

Provided Historical Averages and high and low Water and Sewer averages are based on the average monthly billing allocation for all units at the property for the timeframe indicated, by utility. Accordingly, this average may not be reflective of Lessee’s actual monthly billing, which may be significantly higher or lower than the average, and Lessee’s actual bill may fluctuate.

Upon receiving a reasonable notice of a leak within the Leased Premises or the common areas, if not sub-metered, Lessor will make necessary repairs within a reasonable period of time considering the nature of the defect and the scope of work needed to fix it.

Wherein the Leased Premises is located in the state of Maryland, Lessee, upon written request, has the right to inspect records retained by Lessor that document a bill for utilities. Applicable documents may include, but are not limited to, bills issued to Lessor, meter reading dates, billing dates, and copy of regulations. See Md. Code Ann., Real Property § 8-212.4 (2022). A copy of Montgomery COMCOR 29.00.01 is also available upon request.

5. Service charges and/or administrative fees to be paid by Lessee for the operation of the Ratio Utility Billing are specified above. The Utility Service, Method of metering, service charges and administrative fees provided herein are subject to change and will be deemed collectible to the extent allowed by law.
6. If Lessee terminates the Lease during the Lease Term, without written approval or agreement by Lessor, then the Utility Service for the remaining period of the Lease Term may be deemed additional rent under the Lease Agreement, and Lessee shall remain liable to the Lessor for the amount, in addition to all other obligations, except to the extent prohibited by law.
7. Upon move out, Lessee may receive an invoice for Utility Service based on prior utility usage, which shall be considered additional rent under the Lease Agreement and shall immediately accrue to Lessee’s account with Lessor. Partial month’s bill for move-out will be calculated in accordance with the applicable provision of the Code of Montgomery County Regulations. Upon presentation of the invoice, Lessee agrees to pay the total amount due and owing.

_____ Lessee: <<Lessee3>> Signature	_____ Date
_____ Lessee: <<LC2.1>> Signature	_____ Date
_____ Lessee: <<LC2.2>> Signature	_____ Date
_____ Lessee: <<LC2.3>> Signature	_____ Date
_____ Lessee: <<LC2.4>> Signature	_____ Date
_____ Lessee: <<LC2.5>> Signature	_____ Date
_____ Lessee: <<LC2.6>> Signature	_____ Date
_____ Lessee: <<LC2.7>> Signature	_____ Date
_____ Lessor: Authorized Agent Signature	_____ Date

