



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as “Lease Contract” or “Lease”) dated December 17, 2022 between Continental 409 Fund LLC

(“We” and/or “we” and/or “us”) and Freeman Lewis

(“You” and/or “you”) of Unit No. 201 located at 11238 SW Village CT #201
(street address) in Port St. Lucie, FL 34987

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
- a) **Water** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable Velocity
 - b) **Sewer** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 1
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable Velocity
 - c) **Gas** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - d) **Trash** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: 4
 - ☒ If flat rate is selected, the current flat rate is \$ 10.50 per month.
 - ☒ 3rd party billing company if applicable Velocity
 - e) **Electric** service to your dwelling will be paid by you either:
 - ☒ directly to the utility service provider; or
 - ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - f) **Stormwater** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable Velocity
 - g) **Cable TV** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - h) **Master Antenna** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
 - i) **Internet** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☒ If flat rate is selected, the current flat rate is \$ 90.00 per month.
 - ☐ 3rd party billing company if applicable _____
 - j) **Pest Control** service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☒ If flat rate is selected, the current flat rate is \$ 6.00 per month.
 - ☐ 3rd party billing company if applicable Velocity
 - k) (Other) **Common Area Usage** _____ service to your dwelling will be paid by you either:
 - ☐ directly to the utility service provider; or
 - ☒ bills will be billed by the service provider to us and then allocated to you based on the following formula: 10
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☒ 3rd party billing company if applicable Velocity

- l) (Other) _____ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
 - "2" - Calculation of your total water use based on sub-metering of hot water
 - "3" - Calculation of your total water use based on sub-metering of cold water
 - "4" - Flat rate per month
 - "5" - Allocation based on the number of persons residing in your dwelling unit
 - "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
 - "7" - Allocation based on square footage of your dwelling unit
 - "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
 - "9" - Allocation based on the number of bedrooms in your dwelling unit
 - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (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 billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 16 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late fees or final bill fees, you shall pay such fees as indicated below.

| | | |
|-------------------------------------|-----------------|--------------------------|
| New Account Fee: | \$ <u>60.00</u> | (not to exceed \$ _____) |
| Monthly Administrative Billing Fee: | \$ _____ | (not to exceed \$ _____) |
| Late Fee: | \$ <u>15.00</u> | (not to exceed \$ _____) |
| Final Bill Fee: | \$ <u>1.95</u> | (not to exceed \$ _____) |

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 35.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants and/or the identity of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Utility Administration Fees: Service Fees: 9% ; Trash Admin Fee: \$3.00; Pest Control Service Fee: \$5.00; Final Bill Service Fee: \$1.95; Water and Sewer formula as follows:
Rate Per Gallon=Total Bill Amount(\$)/Total Tenant Consumption (Gallons). Tenant Bill=(Tenant Consumption) (Rate Per Gallon). It is the tenant's responsibility to have utilities under their name by the date of occupancy notated on this lease, and non-compliance may result in a \$35 fee. This fee may also apply in the event that services are taken out of the tenant's name because of non-payment. Only where permitted by law, utilities shall include fire line, irrigation, and any other common area usage charges or fees ("Common Area Charges"). Tenant agrees that he or she is responsible for his or her share of the Common Area Charges, which shall be allocated in accordance with this Addendum. If an allocation is not elsewhere prescribed, the Common Area Charges shall be calculated based on the following formula: Common Area Charges divided by the total number of dwelling units. Tenant is not responsible for maintaining Common Area Charges in his or her name.

[illegible]

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Management _____

Date _____

