



COLORADO APARTMENT ASSOCIATION



UTILITY AGREEMENT

This is an Addendum to the Rental Agreement between \_\_\_\_\_, hereinafter called Owner, and \_\_\_\_\_, hereinafter called Resident, as follows:

- 1. Residents, in addition to the rent herein, will pay for their own gas, water, sewer, electricity and other utilities based on either the following formula or their actual utilities if separately metered:

TOTAL UTILITY COST / TOTAL SQUARE FOOTAGE OF ALL UNITS PLUS COMMON AREA x APARTMENT SQ. FOOTAGE = UTILITY COST

- 2. As part of this Agreement Resident agrees to reimburse to Owner on or before the first day of each calendar month, in addition to and in the same manner as rent, for the Resident's pro-rata share of the cost of utilities paid for by the Owner during the previous month on behalf of the Resident. The Resident's share will be determined as follows:

The total utility bills paid by the Owner for the previous month, minus \_\_\_\_\_% for services to halls, office, outside areas, clubhouse and other non-rentable space divided by \_\_\_\_\_, the total rentable square feet, multiplied by \_\_\_\_\_, the square feet in Resident's Apartment, plus a handling charge not to exceed 10 percent of the charge.

Resident understands and agrees that reimbursement for utilities will vary monthly depending on the amount of service used, the rates charged by various utility companies, and other factors.

Resident agrees that the formula set forth above is fair and equitable.

- 3. Resident also agrees that during the term of the Agreement, metering devices may be installed so that the amount of utilities used by Resident's Apartment can be determined. Owner may, as an alternative to the foregoing, use such metering to determine the cost of utilities delivered to the Apartment and that Resident will pay the cost together with a handling charge not to exceed 10 percent of the charge.

- 4. The utility charge shall be considered a "lawful charge" within the meaning of this Agreement, and non-payment of this charge when due shall be considered "Nonpayment of rent" and be subject to the Owner's remedies described in the Rental Agreement. Owner agrees to bill Residents on or about the \_\_\_\_\_ of the month for the amount due from the Residents on the first of the following month. Owner further agrees to make available utility company bills and all calculations determining individual Resident's pro-rata shares in the property office on the same day the bills are distributed and for 15 days thereafter.

I have read, understand and agree to comply with all covenants of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_:

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

By: \_\_\_\_\_

Owner/Manager