



UTILITIES ADDENDUM

This Utilities Addendum is incorporated into the Lease and is in addition to all terms and conditions contained in the Lease. To the extent that the terms of this Utilities Addendum conflict with any provisions of the Lease, this Utility Addendum controls.

Tenant understands and agrees that utility services shall be provided directly from the Utility Provider or, in the sole discretion of Landlord, on a submetering, square footage or other allocation basis. Landlord has the right to modify the method by which utilities are furnished to the premises or billed to Tenant during the term of this Lease.

Tenant agrees to pay all charges assessed directly by the Utility Provider, or Landlord or Landlord's designated Utility Billing Service in the case of utilities billed to Tenant by Landlord, in conjunction with Tenant's use of utility services.

Landlord has, or may install, separate submeters to record Tenant's utility services or use a designated submetering Utility Billing Service to determine and bill Tenant for utility consumption.

Tenant shall be charged separately for the following utilities:

_____ Water	_____ Rubbish
_____ Sewer	_____
_____ Electricity	_____
_____ Natural Gas	_____

Tenant agrees to be responsible for payment of above mentioned utility charges and administrative fees of \$ _____ billed by Landlord as they become due. If Tenant fails to pay by the due date, Tenant agrees these charges and fees shall be considered additional (unpaid) rent and a default under terms of the Lease. Tenant further agrees that Landlord can reject any tendered rent payment that does not include the additional rent of the utility charges and administrative fees, and Landlord may bring special/forcible detainer proceedings against Tenant for failure to pay full amount due.

When Tenant moves from the property, all utility and administrative charges must be paid in full by the move-out date. Any outstanding balance will be deducted from the Tenant's Security Deposit.

When Tenant is responsible for direct payment to the appropriate Utility Provider, Tenant is responsible for notifying the appropriate Utility Provider on or before the move-in date for the purpose of placing such utility services in Tenant's name. Tenant's failure to notify the appropriate Utility Provider within three (3) days of move-in may result in Landlord assessing additional charges for the utility services for the period of time from move-in until Tenant places services in Tenant's name plus any reasonable additional charges incurred by Landlord. Tenant also must notify the appropriate Utility Provider of Tenant's move-out date from the premises.

In the event of interruption or failure of utility services to Tenant when provided by Landlord, Landlord shall use reasonable diligence in its efforts to restore such services. Unless contrary to Arizona law, Landlord shall not be liable for any damages caused directly or indirectly by interruption or failure of such services unless due to Landlord's negligence to pay for the provision of such services to the premises by Utility Provider or administrative services provided by Utility Billing Service or Landlord fails to properly maintain utility equipment it owns on the premises to serve Tenant.

Tenant understands that this Utilities Addendum is pursuant to A.R.S. Section 33-1314.01 of the Arizona Residential Landlord and Tenant Act.

Landlord

Tenant

Date

Tenant

