

UTILITIES RESPONSIBILITY ADDENDUM

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This Utilities Responsibility Addendum (this "Addendum") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[LANDLORD LEGAL NAME], whose address is [LANDLORD ADDRESS] ("Landlord"); and

[TENANT LEGAL NAME(S)], whose address is [TENANT ADDRESS] ("Tenant").

Landlord and Tenant are each a "Party" and together the "Parties."

Recitals. The Parties are parties to a residential [or commercial] lease dated [LEASE DATE] for the premises located at [PREMISES ADDRESS] in [COUNTY, STATE] (the "Lease," and the property the "Premises"). The Parties wish to set out clearly which Party is responsible for arranging, holding the account for, and paying each utility and service for the Premises. This Addendum supplements and is incorporated into the Lease. In consideration of the mutual promises below, the Parties agree as follows.

1. Incorporation and Precedence

1.1 Incorporation. This Addendum is part of the Lease. All terms of the Lease remain in full force except as expressly modified here.

1.2 Precedence. If a conflict exists between this Addendum and the body of the Lease regarding utilities, this Addendum controls.

1.3 Defined terms. Capitalized terms used but not defined in this Addendum have the meanings given in the Lease. "Utilities" means the services allocated in Section 2.

2. Allocation of Utilities

2.1 Responsibility table. Responsibility for arranging service, holding the account, and paying each Utility is allocated as follows. For each, mark whether Landlord (L) or Tenant (T) is responsible.

Utility / Service	Account in name of	Pays the bill	Notes
Electricity	[L / T]	[L / T]	[NOTES]
Natural gas / propane	[L / T]	[L / T]	[NOTES]
Water	[L / T]	[L / T]	[NOTES]
Sewer	[L / T]	[L / T]	[NOTES]

Trash / recycling	[L / T]	[L / T]	[NOTES]
Heating oil	[L / T]	[L / T]	[NOTES]
Internet / cable	[L / T]	[L / T]	[NOTES]
Telephone	[L / T]	[L / T]	[NOTES]
Lawn / landscaping	[L / T]	[L / T]	[NOTES]
Snow removal	[L / T]	[L / T]	[NOTES]
Pest control	[L / T]	[L / T]	[NOTES]
[OTHER]	[L / T]	[L / T]	[NOTES]

2.2 Responsible Party duties. The Party responsible for a Utility will, at its own cost, arrange for and maintain the service, place the account in its own name where required, and pay all charges, deposits, and fees for that Utility when due for the term of the Lease.

2.3 Transfer at start and end of term. Tenant will place each Tenant-responsible Utility in Tenant's name effective on or before the Lease commencement date and will keep it in service through the end of the tenancy. Tenant will not discontinue any Tenant-responsible Utility before the end of the tenancy without Landlord's consent.

3. Shared, Submetered, and Allocated Utilities

3.1 Shared utilities. If any Utility serves the Premises together with other units or common areas and is not separately metered, the cost will be allocated as follows: **[DESCRIBE METHOD — e.g. by square footage; by number of occupants; a flat [AMOUNT] per month; equal shares among units]**.

3.2 Submetering / ratio billing. If a Utility is submetered or billed by a ratio-utility-billing system, Landlord will provide Tenant, on request, the underlying master bill and the calculation used to determine Tenant's share. Any administrative fee charged is **[AMOUNT / not applicable]**.

3.3 Local-law compliance. Submetering, ratio billing, and pass-through charges are regulated differently across jurisdictions. The Parties will comply with all applicable local rules governing utility billing, disclosure, and permissible charges, which vary by jurisdiction.

4. Billing, Payment, and Reimbursement

4.1 Direct payment. Where a Party holds the account for a Utility, that Party pays the provider directly and is solely responsible for late fees or interruptions caused by its non-payment.

4.2 Reimbursement. Where one Party pays a charge that is the other Party's responsibility under this Addendum, the responsible Party will reimburse the paying Party within **[NUMBER, e.g. 15]** days of receiving an itemized request with supporting documentation.

4.3 Proration. Charges for periods that span the start or end of the tenancy will be prorated as of the commencement and termination dates based on the days each Party occupied or controlled the Premises.

4.4 No setoff against rent. Unless permitted by applicable law, Tenant will not deduct utility reimbursements or disputed utility amounts from rent without Landlord's written agreement.

5. Conservation, Service Levels, and Interruptions

5.1 Reasonable use. Tenant will use Utilities responsibly and will not overload electrical or plumbing systems or use the Premises in a way that materially increases utility costs beyond ordinary residential **[or the agreed commercial]** use.

5.2 Maintaining habitable service. Where Landlord is responsible for a Utility necessary for habitability, Landlord will maintain that service as required by the Lease and applicable law. Local law governs minimum service obligations and tenant remedies for interruptions, which vary by jurisdiction.

5.3 Reporting problems. Tenant will promptly notify Landlord of any utility leak, outage, or malfunction affecting the Premises.

5.4 No unauthorized interruption. Neither Party may shut off, divert, or interfere with a Utility serving the other's use of the Premises except as permitted by law and the Lease.

6. Deposits, Transfers, and Account Changes

6.1 Utility deposits. Each Party is responsible for any deposit required by a provider for a Utility in that Party's name and is entitled to the return of its own deposit.

6.2 Final bills. At the end of the tenancy, Tenant will arrange for final meter readings and timely transfer or closing of Tenant-held utility accounts, and will pay all charges through the move-out date.

6.3 Documentation. On request, each Party will provide the other with proof that a required Utility account has been opened, transferred, or closed.

7. General Provisions

7.1 Governing law. This Addendum is governed by the laws of the State of **[STATE]** and by applicable local landlord-tenant and utility-billing rules, which vary by jurisdiction.

7.2 Notices. Notices must be in writing and delivered as provided in the Lease, or to the addresses above, and are effective on receipt.

7.3 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.4 Amendment. This Addendum may be amended only by a writing signed by both Parties.

7.5 Entire agreement. This Addendum, together with the Lease, is the entire agreement between the Parties on the subject of utilities and supersedes prior discussions on that subject.

7.6 Counterparts and electronic signature. This Addendum may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

LANDLORD**TENANT**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE OR N/A]**Title: **[TITLE OR N/A]**

Date: _____

Date: _____

[Add a signature row for each additional Tenant.]

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