

Individual Utility Lease Addendum  
Woodlands Management LLC

The terms of this addendum are additional terms to the agreement listed below and take precedence over the original terms.

Tenant Name \_\_\_\_\_

Date \_\_\_\_\_

Property Location \_\_\_\_\_

Bedroom # \_\_\_\_\_

Tenants have agreed to amend page 3, section 12 of the lease agreement in that the responsibility of the Tenant for, establishment of utilities and payment of any deposits required by the utility company, shall be shifted to Woodlands Management LLC upon receipt of signed addendums for all Tenants in the unit. This also limits the Tenants responsibility to one share of the utilities. (Shares further explained below)

Woodlands Management LLC will connect the listed utilities in our name and will meet the utility company at the property to allow access for the connections. Woodlands Management LLC will pay any needed deposits and pay the monthly utility bills on time.

Woodlands Management LLC will send, by email, a monthly utility invoice listing the service dates and billed amounts. Tenant and Guarantors agree to provide Woodlands Management LLC with a current, valid email address. In the event the email address provided by Tenant or Guarantors changes, it is the responsibility of Tenant and Guarantors to notify Woodlands Management LLC of said change. Failure to receive an email from Woodlands Management LLC, does not change, alter or modify any of the terms of this addendum or Tenants responsibility to pay their share of utilities in a timely manner.

The actual bills will be retained at our office for the entire time of the lease. Bills can be viewed, free of charge, at our office during normal, scheduled business hours. Bills may be copied at our office during normal business hours at a normal clerical labor rate plus supply and mailing costs.

Tenant and Guarantors agree to pay to Woodlands Management LLC, one share (as defined below) of the utilities listed on page 3 of the lease plus a monthly utility processing fee of \$5.95 per tenant per billing cycle. Tenant and Guarantors agree to pay to Woodlands Management LLC, a one time, nonrefundable, set up fee of \$25.00 Utilities are billed without regard to physical occupancy or actual usage of any individual Tenant. For example, if a Tenant is gone for a whole month, or moves out early, or if a Tenant takes an enormous number of incredibly long showers, the bill is still split equally among the Tenants with an active lease. High usage cases are still split among Tenants. Management is not responsible for any unforeseen circumstances among tenants.

Tenant and Guarantors agree to provide Woodlands Management LLC with a valid, active **Authorization for Direct Debits (ACH Debits)** from which Woodlands Management LLC will withdraw payment for utilities plus monthly processing fee. Said **Authorization for Direct Debits (ACH Debits)** shall remain on file and active for the entirety of Tenant lease and for an additional 45 days after the end of said lease so that Woodlands Management LLC can collect for any utility expense generated during the term of the lease but whose amount is unknown until after the end of the lease. In the event payment is denied,

the monthly utility invoice is treated as additional rent for the purposes of late fees and is due on the 1<sup>st</sup> of the following month. A \$50 NSF fee will also be added to the Tenant account if payment via ACH is declined, denied or returned for any reason. Utility payments are considered rent payments as noted in paragraph 8 of the lease. Failure to pay utility payments will be treated as a failure to pay rent and are subject to the default fines as described in Addendum E Rules and Regulations, which includes lease termination.

One Share = the total of the monthly utility bill divided by the number of tenants.

Current number of Tenants: \_\_\_\_\_

Examples of how the number of tenants can change:

**If the unit is not leased at full capacity when lease addendums are signed:**

Example – A 4-bedroom unit has only 3 bedrooms rented. At some point thereafter, the 4<sup>th</sup> bedroom is leased. The number of tenants will increase by 1. All tenants are responsible for a full share of the utility bills but the share would be  $\frac{1}{4}$ , not  $\frac{1}{3}$ .

**If a Tenant is evicted by Woodlands Management LLC for violating the terms of the lease:**

The number of Tenants for the unit is reduced by one for each tenant evicted. The remaining Tenants and Guarantors are responsible for full payment of their share of the utility bills, which might be higher due to fewer tenants paying a share.

**If a Tenant lease is cancelled under the Serviceman Civil Relief Act:**

The number of Tenants for the unit is reduced by one for each tenant covered by the Serviceman Civil Relief Act. The remaining Tenants and Guarantors are responsible for full payment of their share of the utility bills, which might be higher due to fewer tenants paying a share.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Landlord(Woodlands Management) \_\_\_\_\_ Date \_\_\_\_\_

**WOODLANDS MANAGEMENT, LLC**  
**Authorization for Direct Debits (ACH Debits)**  
**(Tenant Payments to Management)**

The undersigned hereby authorizes Woodlands Management, LLC (herein "Company") to initiate debit entries, and to initiate, if necessary, credit entries and adjustments for any debit entries to the account indicated below. The undersigned acknowledges that the origination of ACH transactions must comply with laws of the United States of America.

Bank / Depository Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

The above referenced account is: \_\_\_\_\_ Checking \_\_\_\_\_ Savings

This authorization is to remain in full force and effect, including the signing of any new lease by tenant, until Company has received written notification from the undersigned of termination in such time and in such manner as to afford Company and the Bank/Depository a reasonable opportunity to act on it. Payments are normally processed the 1st through the 5th of each month.

Tenant's Name: \_\_\_\_\_ Current Unit #: \_\_\_\_\_

Payments for rent and/or JUICE \_\_\_\_\_

Name of Signer (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_

<b>Attach a Voided Check or Photo Copy of a Check</b>

You may return by fax to 865-609-4032 or email to [mark@woodlandsofknoxville.com](mailto:mark@woodlandsofknoxville.com)