

Utilities Agreement

This Agreement is to outline responsibilities for utilities payment at the following property:

This agreement is made between,

as the **principal utilities tenant** that will register their name with the utilities company(s) and will co-ordinate payments on behalf of all parties involved.

AND

as **secondary utilities tenant**

- Upon receipt of the utilities invoice or billing, a copy will be forwarded to **the secondary utilities tenant(s)** by the **principal utilities tenant**, upon which time proportionate payment as described herein will be due and payable within **30 calendar days of receipt**.
- Failure to provide payment is to be treated as an outstanding arrears amount that can be recoverable by the **principal utilities tenant** from the landlord on behalf of the **secondary utilities tenant**, just as if it were rent owing. (this at the sole discretion of the landlord) It is therefore agreed by the **secondary utilities tenant** that default in payment is a default under the secondary utilities tenants lease. All other conditions of each parties **Rental Tenant Agreement** remain the same.
- Failure to provide payment by either party will constitute a default under their individual **Rental Tenant Agreement** and will be subject to action as outlined in original Rental Tenant Agreement and as afforded by applicable legislation.
- The utilities portion will be split as follows:

Principal Utilities Tenant: _____ %

Secondary Utilities Tenant: _____ %**

Additional Items:

- _____
• ** In the case of the non-resident Landlord being the Principal or Secondary Utilities Tenant, the utility base portion will be split as noted above, but the “usage volumes and costs” attributed will be born 100% by the sharing Utilities Tenant. (as the case may be). The Landlord has the unfettered right to transfer/assign his obligation to a new tenant occupying a space in his place.

AGREED UPON this date _____, 20____.

Principal Utilities Tenant

Secondary Utilities Tenant