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RATIO UTILITY BILLING SERVICE AGREEMENT

Customer: Rexford Apartments

Contact: Jodi Stancampiano

Address: 3328 South Rexford Drive

City, State, Zip: Beverly Hills, CA 90212

ACCEPTED FOR CUSTOMER BY:

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MY SIGNATURE ABOVE INDICATES THAT I HAVE CAREFULLY READ THIS AGREEMENT (the "Agreement"), INCLUDING THE ATTACHMENTS, COMPLETELY UNDERSTAND IT, AND HEREBY AGREE TO ALL OF IT. THIS AGREEMENT CONSISTS OF THE ATTACHED *SERVICE AND PRICING SCHEDULE* AND ANY ADDITIONAL TERMS AND CONDITIONS DESCRIBED ON THE ATTACHED SCHEDULE(S) AND FUTURE ADDENDA ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

If this Agreement is signed by more than one party for Customer, they shall be jointly and severally liable for all obligations of Customer under this Agreement.

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER, AND DO HEREBY AGREE TO THE CONTENT OF THIS AGREEMENT AND ITS SCHEDULES IN THEIR ENTIRETY.

ACCEPTED FOR CONSERVICE BY:

Signature: _____

Name: _____

Title: _____

Date: _____

Community Name: Rexford Apartments Management: PMA Legal Name: Pepper Lane-Pender, LLC

Complete Address: 328 S Rexford Drive, Beverly Hills, CA 90212

Tax ID: 77-0492261 Units: 8 Beds: _____ Wizard #: _____

Bill Delivery Preference: Ebill Mail

Contract Term: Month to Month

BILLING	<input type="checkbox"/> Conservice Collect <input checked="" type="checkbox"/> Community Collect		Monthly Conservice Invoice/Reimbursement Preferences Delivery Method: SyNERGY Funds Request Payment Method: PMA YARDI Auto Debit		Takeover: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Prior Customer/Provider: In house billing		<input checked="" type="checkbox"/> Multifamily <input type="checkbox"/> HOA <input type="checkbox"/> Student <input type="checkbox"/> Military <input type="checkbox"/> Commercial <input type="checkbox"/> WYSE	
	Method: <input checked="" type="checkbox"/> RUBS <input type="checkbox"/> Sub-metered <input type="checkbox"/> Direct Metered		Occupants to Bill: <input checked="" type="checkbox"/> New Move-ins <input checked="" type="checkbox"/> Lease Renewals <input type="checkbox"/> Employees		Retail Units: <input type="checkbox"/> Yes <input type="checkbox"/> No		Electronic Data Exchange (EDE): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tenant Software: Yardi Accounting Software: Yardi	
	UTILITY	MATCH PREVIOUS	METHOD	CAD/FLAT AMOUNT	RAMP UP?	ADDITIONAL INFORMATION		
	Water	<input type="checkbox"/>	RUBS Occ Factors	7.5%	<input type="checkbox"/>	Yardi code G23 All units are rent controlled Rent/Ancillary: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Sewer	<input type="checkbox"/>	RUBS Occ Factors	7.5%	<input type="checkbox"/>			
	Trash	<input type="checkbox"/>	RUBS per Unit		<input type="checkbox"/>			
	<input type="checkbox"/>			<input type="checkbox"/>				
	<input type="checkbox"/>			<input type="checkbox"/>				

FEE SCHEDULE	FEE NAME	FREQUENCY	OCCUPANT FEE	CLIENT PORTION	\$ OR %	RAMP UP
	All Utilities	Per Bill Mailed	\$4.25	Client Retains	\$0.00	<input type="checkbox"/>
	Vacant Cost Recovery	Per Occurrence	\$50.00	Client Retains	\$25.00	<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
Postal Increase Paid By: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Resident/Tenant <input type="checkbox"/> Neither				CPI Increase Paid By: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Resident/Tenant <input type="checkbox"/> Neither		
Additional Information:					MSA: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Client Name: PMA	

SYNERGY
Services Used: (mark all that apply) <input checked="" type="checkbox"/> Vacant Billing <input checked="" type="checkbox"/> Bill Pay <input type="checkbox"/> EPA Benchmarking (\$50 per month) <input type="checkbox"/> Owner Conversion (\$1,299) Expected close date: _____ <input type="checkbox"/> New Construction (\$250 per month)

SUB-METER EQUIPMENT
If Applicable: Meter Type: Meter Model: Meter Size: Reading System: Measurement: Modem #: Conservice Install: Maintenance Plan: <input type="checkbox"/> Gold If unmarked, on-call pricing will apply

MISCELLANEOUS
Products: <input type="checkbox"/> Control * <input checked="" type="checkbox"/> Full <input type="checkbox"/> Self <input type="checkbox"/> Vendor Mgmt <input type="checkbox"/> Resident Tools * <input type="checkbox"/> Check Scanning * <input type="checkbox"/> Sub-meter Installation * <input type="checkbox"/> Energy/ENERGYZE * *Terms and Fees listed on product addenda

CONTACTS	Contact Name	Role	Email	Phone
	David Reyes	Property Manager	manager@carthaycircleapts.com	(323) 936-3793
	Marta Ascaso	Regional Manager	marta.ascaso@wemanageproperties.com	(323) 289-2026
	Christine Lwin	Residential Department	christine.lwin@wemanageproperties.com	
	Gabriela Ramirez	Setup Specialist	Gabriela.Ramirez@wemanageproperties.com	(323) 295-2000 ext 16180
ADD. INFO	Jodi Stancampiano - Chief Operations Officer- Helena Cueto - IT Contact; 323-389-2020 helena.cueto@wemanageproperties.com All units are rent controlled			

I. DEFINITIONS. "Property" refers to the real property of Customer as listed in the Service and Pricing Schedule. "Property Contact" refers to the person designated by Customer as the primary contact at the Property. "Service and Pricing Schedule" refers to the form on page two of this Agreement. "Occupant" refers to any and all residents of the Property. "RUBS" refers to Ratio Utility Billing System, which is the billing method that Conservice will utilize to bill Occupants. "Customer" refers to the entity set forth on the signature page bound as a party to this Agreement. "Conservice" refers to Conservice LLC, a Utah limited liability company. "Effective Date" refers to the later of (1) the date on which the last party has signed this Agreement or (2) the date on which billing services commence.

II. BILLING SERVICES

A. Initial Customer Obligations: Customer agrees that it will provide Conservice with the following information as soon as possible following the execution of this Agreement (hereinafter referred to as "Initial Service Information"): an Occupant listing (rent roll), including an address listing for each unit, a copy of an Occupant lease or utility addendum, all utility bills received by the Property in the twelve (12) months preceding the Effective Date, and a copy of the Property's most recent property tax bill (if utility charges are contained on the tax bill). After receipt of all required Initial Service Information, Conservice will schedule a start date for the performance of RUBS billing services; and this start date will be determined by Conservice at its sole discretion. Conservice reserves the right to alter the scheduled start date at any time and at its sole discretion to ensure accurate delivery of services.

B. Recurring Customer Obligations: Customer shall appoint a full-time employee of the Property, such as the Property manager, to act as the Property Contact. In the event the Property Contact no longer works for the Property, becomes a part-time employee, or takes a leave of absence to exceed one month, Customer shall appoint a new Property Contact and shall promptly notify Conservice of the change. Unless electronic data exchange is used, Customer shall cause the Property Contact to provide Conservice with weekly Occupant status changes such as move-in and move-out information, including billing addresses, and any other information deemed by Conservice to be necessary for the ongoing calculation of Occupant bills; Property Contact shall provide Conservice with copies of Property utility bills from the local utility provider(s) within two business days of receipt. Customer shall ensure that the Property Contact or other responsible property personnel participate in a training session with a Conservice representative prior to the commencement of Conservice's billing services and that any subsequently assigned Property Contact(s) participate in a training session with Conservice within one week of being assigned as Property Contact. Conservice has developed proprietary videos and informational training materials. Access and use of these training materials is restricted exclusively to persons who have been approved by Conservice. Customer assumes the responsibility to ensure all of Customer's users keep these materials confidential. Customer acknowledges that all training materials are copyrighted, with the copyrights being owned and managed by Conservice. Conservice reserves the right to revoke any user's access for any reason without advance warning.

C. Billing Method: By selecting the specific RUBS billing method on the Service and Pricing Schedule, Customer is authorizing and directing Conservice to bill its Occupants according to that RUBS billing method. Subject to applicable laws, Customer may modify the billing method and calculations by notifying Conservice in writing at least 30 days before the change is effective. All billing statements will be sent via electronic billing (ebills) unless otherwise agreed to by the parties.

D. Occupant Leases: CUSTOMER WILL ENSURE THAT EACH AND EVERY OCCUPANT TO BE BILLED IS BOUND BY A SIGNED LEGAL AGREEMENT WITH CUSTOMER (such as a lease or rental agreement) TO PAY ALL RUBS BILLS AND ASSOCIATED FEES PRESENTED BY CONSERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT PRIOR TO THE COMMENCEMENT OF RUBS BILLING SERVICES FOR EACH OCCUPANT. Customer shall ensure that all fees to be billed or collected by Conservice from Occupants are agreed to in its written rental agreements, including, but not limited to, monthly billing fee(s), set-up fees, move-out fees, late fees and NSF fees. Customer shall indemnify, hold harmless and defend Conservice and its officers, employees and agents from and against any claims, losses, costs, damages, lawsuits, judgments, liabilities, including attorney's fees and expenses, arising or alleged to have arisen out of or resulting from the failure of Customer to meet its obligations in this paragraph.

E. Collecting Occupant Payments: When Conservice performs collection services (if the type of service listed on the Service and Pricing schedule indicates "collect"), it shall collect Occupant payments for the bills sent out pursuant to this Agreement. Conservice shall instruct the Occupants to mail all payments, timely or late, to a designated Conservice post office box where payments will be processed. Conservice shall also accept payments by phone or on-line (subject to a payment handling fee). Conservice will post payments each day on regular business days. When Conservice receives late payments, Conservice will credit them first to the oldest invoice then to the next oldest invoice and so forth until the applicable Occupant account is current. Conservice will accept full or partial payments and post them against the oldest outstanding invoice. Customer agrees to forward all Occupant payments received by Customer immediately to the Conservice post office box or enter the amount of the payment on the Conservice internet site. Conservice shall charge Occupants for checks returned for non-sufficient funds or other causes, as allowed by law, as indicated on the Service and Pricing Schedule. Conservice shall charge and retain Occupant late fees as indicated on the Service and Pricing Schedule. Customer shall be solely responsible for pursuing any legal remedies against Occupants who do not pay RUBS bills. In the event that Conservice is not

providing “collect” services, and Customer is more than sixty days delinquent in the payment of any invoices or fees to Conservice, Conservice may immediately change the service provided to a “collect” service. Conservice may, at its option, send electronic bills to Occupants instead of paper bills (provided, however, that consent is obtained from each Occupant). Conservice hereby reserves any other rights and/or remedies Conservice may have against Occupants available to Conservice at law or in equity.

F. Reporting and Holding Account Remittance: On a monthly basis, Conservice will provide Customer with Conservice's standard billing report package, which Conservice may change from time to time provided that the content of such reports does not materially change. Additional reports may be requested for additional fees. Conservice shall deposit all funds which Conservice collects from Occupants into a designated holding account. Each calendar month, Conservice will send the Customer a check for all monies due. The amount of the check will equal the total collected from the Occupants less all applicable service and collection fees that are to be retained by Conservice according to the Service and Pricing Schedule.

G. Payment of Invoices, Fees and Taxes: Customer agrees to pay all fees designated in this Agreement. Customer’s obligations to pay all charges that shall have accrued during the term of this Agreement will survive any termination of this Agreement. Late payments by Customer will incur an interest rate charge of 1.5 percent per month on the unpaid balance, compounded daily, or the maximum allowed by law, whichever is less. If Customer will collect money from Occupants, invoices from Conservice will be due and payable in full within 30 days of the date of invoice. If Conservice will collect money from Occupants, Conservice shall first apply Occupants’ payments to current and past due amounts owed to Conservice by Customer, and then transmit the balance to Customer. Customer shall pay all charges including permit fees and sales tax (Federal, State, and Local) which may be imposed or levied upon the services performed pursuant to this Agreement. Conservice reserves the right to suspend billing services if Customer is more than sixty days delinquent in payment of any fees owed pursuant to this Agreement.

H. Term and Pricing: The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, shall remain in effect until Conservice has provided billing services for the number of months listed on the Service and Pricing Schedule. At the end of each term, this Agreement shall automatically renew for succeeding terms of one month. Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated by Customer prior to the expiration of the then-current term, a termination fee (which Customer agrees is a reasonable calculation of damages incurred by Conservice as a result of any such termination) shall be immediately due equal to the utility billing fees that would have been paid to Conservice over the course of six (6) months or the remainder of the then-current term, whichever is less. At the end of each twelve (12) month period, Conservice may increase the fees listed in the fee schedule by the greater of 5% or the annual percentage increase in the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the United States postal rate for first class service increases at any time during the term of this Agreement, Conservice may increase the monthly billing fee in the amount of the increase.

III. GENERAL TERMS

A. Cancellation and Breach: Either party shall have the right to terminate this Agreement upon any of the following: (1) Immediately upon written notice to the defaulting party in the event that the defaulting party materially breaches the terms hereof and fails to cure such breach within sixty (60) days after receipt of written notice thereof from the non-defaulting party; or (2) immediately upon written notice in the event that the other party becomes subject to any bankruptcy or insolvency proceeding under federal or state law, makes a general assignment for the benefit of its creditors, becomes insolvent, becomes subject to direct control by a trustee, receiver or similar authority or terminates or suspends its business. In the event of any termination of this Agreement by Conservice, the Customer will promptly pay Conservice for any and all services performed by Conservice on behalf of Customer prior to the effective date of termination, as well as all direct and indirect costs incurred by Conservice in order to collect the foregoing amounts, including, but not limited to, Conservice’s reasonable attorney's fees.

B. Liability: FOR ANY AND ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, MONTHLY BILLING SERVICES), IN NO EVENT WILL CONSERVICE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY KIND OR TYPE OF LOST BUSINESS, ACTUAL OR PERCEIVED LOST PROFITS, LOST DATA OR INFORMATION, ACTUAL OR PERCEIVED LOST REVENUES, OR ANY LOST SAVINGS, REGARDLESS OF ANY FAULT, AND REGARDLESS AS TO WHETHER CONSERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. Conservice will only be liable for damages resulting from its proven gross negligence or intentional breach of this Agreement. Furthermore, Customer agrees that in no event will Conservice’s aggregate liability for any and all claims, whether in contract, tort or any other theory of liability, exceed the total amount actually received by Conservice under this Agreement during the preceding two (2) calendar months prior to the month in which such losses or damages are said to have occurred (or, if no amounts have been received by Conservice under this Agreement in the preceding two months, the amounts Conservice received from Customer in the month in which the actual losses and damages occurred).

C. Indemnity: Subject to section B above, Customer and Conservice agree to indemnify, defend, and hold harmless each other and the other's directors, officers, employees and agents from and against all claims, losses and liabilities arising out of or resulting from the grossly negligent acts or willful misconduct of the indemnifying party's employees or agents and/or any acts performed by the other under the direction of the indemnifying party, its employees or agents.

D. Assignment and Succession: Either party may assign this Agreement. If this Agreement is assigned by Customer, Customer shall immediately provide Conservice written notice thereof, along with the name of the new owner, date of sale and any other information the Customer deems relevant. If Customer sells/transfers the Property and the transferee does not assume this Agreement at the time of the closing of the transfer, all outstanding amounts owed Conservice by Customer shall become immediately due and payable.

E. Governing Law and Arbitration: The information, interpretation and performance of this Agreement shall be governed by and construed according to the laws of the state in which the Property is located. Any controversy, claim or breach arising out of or relating to this Agreement shall be settled by binding arbitration, held in the state where the Property is located and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

F. Waivers, Notices and Payment Performance: No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or excuse of breach is, in writing, signed on behalf of the party against whom the waiver is asserted. No such waiver or excuse of breach of any provision of this Agreement by either party shall be deemed to be an ongoing waiver or excuse of subsequent breaches of any provision of this Agreement by the other party. No delay or omission in the exercise of any remedy shall impair or affect a party's right to exercise the same. All notices to the other party must be in writing and may be faxed, delivered personally, or sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service. All notices shall be sent using the address designated in writing in this Agreement or subsequent addendum(s). Any notice shall be deemed given when delivered. Conservice may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security satisfactory to Conservice. In the event that Customer fails to make any payment when due, or becomes insolvent, Conservice may either declare the entire sum remaining unpaid to be immediately due and payable and avail itself of any remedy in effect now or at the time of default under this Agreement, the Uniform Commercial Code or any other statute, including reasonable attorneys' fees.

G. Force Majeure: Conservice shall not be liable to Customer for any failure or delay caused by events beyond Conservice's control, including, without limitation, Customer's failure to furnish necessary information requested by Conservice; actions or inactions of Occupants (including non-payment of any amount due under this Agreement); actions or inactions of any government agency; sabotage; failure or delays in transportation or telecommunications; labor disputes; vendor failures; or shortages of labor, fuel or raw materials. In the event of any such delay or failure of performance, the date of delivery or performance shall, at the request of Conservice, be deferred for a period equal to the time lost by reason of the delay. In no event shall Conservice be liable for any delay or re-procurement costs for failure to meet any delivery or performance date.

H. Government Requirements: Customer shall be solely responsible for performing all government and/or utility company mandated tests and filings, such as safe drinking water or other testing, any and all state or local filings, and for ensuring that the services performed pursuant to this Agreement comply with all applicable regulations, including, but not limited to landlord tenant laws. Customer shall also be solely responsible for obtaining permission to perform sub-metering or allocation services from government agencies or utility companies (where required).

I. Amendments, Severability, Entire Agreement, Construction, Miscellaneous: No amendment or modification of this Agreement shall be valid or effective unless put into writing and signed by Conservice and Customer. If any portion of this Agreement is invalid, illegal or unenforceable, the other portions shall not be affected in any way and this Agreement shall be interpreted to enforce such provision consistent with the intentions of the parties to the maximum extent permitted by applicable law. This Agreement and all currently attached and future exhibits, addendum(s), and schedules, which collectively are called the Agreement, shall constitute the entire Agreement. All prior negotiations, proposals, bids, orders and any other communications regarding the subject matter of this Agreement are superseded by this Agreement and there are no other understandings, agreements, or express or implied representations regarding the subject matter of this Agreement. Where this Agreement differs from any included Customer purchase order, this Agreement prevails. The parties agree that this Agreement was fully negotiated by the parties and, therefore, no part of this Agreement shall be interpreted against the party that drafted it. All paragraph captions are for reference only, and shall not be considered in construing this Agreement.

SyNERGY Utility Management Scope of Services

Conservice will provide Customer its SyNERGY Utility Management Services, which consists of the services described below.

A. OUTSOURCED BILL PROCESSING. Conservice will provide utility bill processing services (the “Bill Processing Services”) for the Customer. The Bill Processing Services will consist of implementation services, bill processing services and payables reporting services, as described herein.

SyNERGY basic service includes bills for water & sewer, electricity, primary heat (natural gas, propane, oil), and trash. Additional utilities/accounts will be charged a fee. This includes telecom, cable, cellular, landscaping, pest control, internet, laundry, third-party vendor services, secondary heat, energy supply, etc.

1. Implementation. Conservice will create an implementation schedule that will enable Conservice to begin receiving and processing utility bills for Customer. Key information will be gathered and a Customer processing protocol document will be developed for Customer review and approval before implementation and bill processing can begin. Implementation will be completed in a manner substantially consistent with a mutually agreed upon schedule.

In addition, during the implementation process, Customer will define all reporting frequencies and cut-offs reasonably required of accounting reports and electronic general ledger interfaces. Conservice will use commercially reasonable efforts to create and customize standard accounting reports, including electronic general ledger interfaces, to such pre-defined requirements of Customer.

2. Bill Processing. After implementation, Conservice will receive and process daily invoices for utility payables. Utility bills may be received from the utility vendor in paper or electronic form. Utility invoices received by Conservice will be key-entered, edited and validated to ensure accuracy. Successfully processed invoices will be released as payment authorizations to the utility vendors. During this process, key payment and utility data elements will be captured for management analysis purposes. Summary bills will be charged as individual bills for each meter. Conservice will use commercially reasonable efforts to ensure that invoices will be processed and scheduled for payment within three (3) business days of receipt.

Conservice will process all late fees as presented. After payment, Conservice will research any late fee of \$50.00 or greater if there is a reasonable time period between the pay date and invoice due date. Conservice will then contact the utility vendor to seek a credit on eligible late fee amounts on the next billing. Conservice will provide a monthly status report of all assessed late fees as requested by Customer. Late fee research will only occur for those invoices paid by Conservice through the normal payables process. If a late fee was assessed due to Conservice’s failure to process accordingly, Conservice will reimburse Customer the late fee within 30 days of any valid determination.

Once bill processing has begun, Conservice will deliver a web-hosted application to enable Customer to manage and analyze facility-related utility costs. Utility cost reporting is provided through the Conservice Customer website. All captured payables and energy elements, as well as system-generated data, are supported through the Conservice Customer website.

3. Funding. Funding methodology for utility liabilities shall be agreed to during the implementation process and shall involve one of the following two methods:

(a) At agreed upon intervals, Conservice will send to Customer a funding notification for all payments needed. In the event funds are not available or not sent to Conservice in accordance with the mutually determined funding methodology, Conservice reserves the right to withhold payment to utilities for unfunded liabilities until funds have been received. Late fees or service interruptions that occur as a result of non-funding by Customer shall be the responsibility of the Customer.

(b) In the event that Conservice is collecting Occupant payments pursuant to a utility billing program, Conservice will use all monies collected to pay Customer utility invoices. On a mutually agreed upon day, Conservice will remit any remaining Occupant payments to Customer. In the event that Occupant collections are not sufficient to pay any Customer invoice, Conservice will follow the procedures set forth in section 3(a) above.

4. Payables Reporting. Conservice will furnish to Customer standard payables control reporting available on-line via the Conservice Customer website and customized electronic general ledger interfaces, substantially consistent with the requirements determined during the implementation process.

B. VACANT UNIT COST MANAGEMENT PROGRAM. Conservice will provide vacant unit management services (the “Vacant Management Services”) for the Customer. The Vacant Management Services will consist of Vacant Unit Cost Management Services and Vacant Unit Cost Recovery Services, as described below.

1. **Vacant Unit Cost Management.** When apartments are vacated, the utility service is placed in the Customer's name. During the vacancy period, Conservice will provide management reports to help Customer manage its vacant unit utility costs. Under this program, all utility bills on vacant apartments will be sent directly to Conservice, which will use the information to compare with Property Occupant data and verify that the apartment unit was vacant.

2. **Vacant Unit Cost Recovery.** Once a new Occupant occupies the apartment unit, Conservice will provide services to allocate the applicable utility costs to the Occupant. Conservice will reconcile the move-in date of the new Occupants to a list of those apartments billed in Customer's name. If Conservice finds periods of time where an Occupant was actually in occupancy, but the utility bill was left in Customer's name, Conservice will calculate a per day rate for such period and invoice the new Occupant. The minimum bill amount will be set at a mutually agreed upon amount and the Occupant will then be required to pay Conservice an additional billing fee for this service. Billing fees incorrectly assessed to Occupants because of incorrect Occupant data provided to Conservice by Customer will be charged to the Customer.

C. BILL AUDITING

Conservice will perform bill audit services for all properties serviced for Customer. Conservice will use tolerances that help identify possible usage and financial exceptions and apply reasonableness tests to find and confirm bill errors. In cases where Conservice confirms that an error exists, Conservice will work with the service provider to resolve all identified errors and obtain a refund or credit for Customer.

D. UTILITY RATE and TARIFF ANALYSIS

The purpose of the service is to ensure that all facilities and their associated utility accounts are billed correctly and at the least expensive rate for all utilities. This service offers a systematic approach to review, analyze and change the energy tariffs for Customer to ensure it is paying the lowest rates available. Once enough history data is available (which shall be determined by Conservice), the services performed shall include the following:

- Analysis of all energy usage and costs. The analysis compares each utility account with each eligible rate in every utility service territory to ensure the most favorable billing.
- Conservice shall also identify and recover overpayments from faulty meters, incorrect meter readings, deposits that have not been recovered and other factors.
- Results from such analysis shall be presented to Customer.
- Such analysis shall be performed at the discretion of Conservice, unless a schedule is otherwise agreed to by the parties.

E. Customer Obligations. Customer must transmit all Occupant data to Conservice via Electronic Data Exchange (EDE).

Fees Schedule: SyNERGY

Bill Processing and Payment Services:	Included
Bill Audits: <i>This fee includes bill audits on gas, electric, water and sewer.</i>	Included
Rate Audit:	35% of savings actually realized on rate and tariff analysis (up to a maximum of 24 months). If Conservice decides to perform a rate audit for trash services, the shared savings shall be 50% for 24 months.
One-time Setup Fee: <i>This is to cover the cost of application development as well as implementation support from Conservice.</i>	Waived
Utility Account Setup: <i>This is a one-time charge for loading each common account to our system.</i>	Waived
History Loading:	Quoted on a per project basis
Banking – Missed Funding: <i>In the event of non-funding for utility liabilities, Conservice may hold payments for liabilities until such time as funds have been received. Resulting penalties assessed by the utility are the responsibility of the Customer.</i>	\$100 per occurrence plus interest (prime +3%)

Expedited Payment Services:

All attempts will be made to make all payments in one overnight package.

\$10 per occurrence plus Customer overnight fees

Utility Bill Name and/or Tax ID Change with Local Provider:

This does not include changing the mailing address to Conservice.

\$1299 per property

Conversion to Continuing Service Agreement with Utility:

\$100 per property

Accrual Accounting:

\$25 per property per month

Customized Budget:

(Outside of Conservice’s standard budget forecasts and web tools)

\$99 per property per budget

Custom Programming:

(Only upon Customer’s written approval – Outside of Conservice’s standard or previously programmed files and processes)

\$175 per hour

Additional Services, such as gas or electric procurement, historical bill audits or energy efficiency consulting services are priced on a project by project basis and are not included in the pricing offered above. In the event that any utility invoice contains multiple service addresses, each service address shall be charged a separate per invoice processing fee.

In the event that Synergy service fees are bundled together and Synergy services commence prior to billing services, Conservice shall have the right to charge Customer an amount equal to 50% of the monthly fees for all relevant months. In the event that the Property receives over one bill per unit, Conservice reserves the right to terminate this Agreement upon thirty (30) days prior written notice.