

# Utility Management Master Service Agreement

This Agreement, is entered into by and between **Mailing and Printing Payment Processing Services LLC (MaP3S), dba MeterNet USA (MeterNet)**, and Client (Client).

## Recitals

1. The signer of this agreement warrants that he or she is authorized to represent Client, and desires to contract with MeterNet to be Client's agent to provide rebilling services defined in Addendum "A" Services Agreement attached hereto.

2. MeterNet is a utility billing services company that offers its Services as an agent of the Client to provide meter reading, billing calculations, resident invoicing, payment processing and customer services (Services), to multiple family property owners. The Services are further defined in Addendum "A" attached hereto.

3. MeterNet and Client hereby agree on the terms and conditions defined in this Agreement.

## Section 1. Term

1.1 The term of the Agreement shall commence at 12:00 midnight on the date of execution of this Agreement by both Parties. This agreement shall remain in effect for term of listed in the services agreement. Should the term specified lapse, all agreements will automatically renew on a month to month basis, unless cancelled by either party, or otherwise agreed to by both parties.

1.2 This Agreement may be terminated by Client if MeterNet fails to perform the Services described herein within sixty (60) days following the receipt of written notice from Client describing a failure to perform and MeterNet fails to correct the enumerated deficiency within thirty (30) days of notification.

1.3 An early termination fee equal to six months' worth of service fees, or the balance of the service fees for the remainder of the contract term, whichever is less, will be due upon early termination of this agreement by client, except as defined in section 1.2 above. See Section 6.

1.4 This Agreement may be terminated by MeterNet, at its sole discretion, if Client fails to pay MeterNet in full for Services invoiced to client or fails to perform their responsibilities sited in Section 5.

## Section 2. MeterNet Responsibilities

During the Term of this Agreement MeterNet shall provide:

2.1 Initial Account Set-up - Record initial property and resident information supplied by Client into MeterNet's billing system database.

2.2 Services - On behalf of Client, provide Services defined in Addendum "A".

2.3 Technical Service Notification – At such time as MeterNet becomes aware of a possible Client equipment (Sub-meter, or reading system) malfunction, MeterNet shall notify the Client and Technical Service Provider (MeterNet if a 'Meter Service Plan' is in place). In the event that a Client equipment malfunction prevents MeterNet from successfully reading a resident sub-meter, Client and MeterNet shall review alternatives and Client will provide MeterNet with written directions of the action to be taken and how the residents(s) should be billed.

2.4 Indemnification - MeterNet agrees to indemnify Client against all losses, including reasonable attorney's fees, and costs arising from any breach of representation, warranty, or covenant by MeterNet contained herein, related to any action taken by MeterNet or its employees or agents during the term of this Agreement related to any act that would constitute a violation of any laws, statutes, regulations, administrative orders or rules concerning the delivery or billing for water, sewerage or garbage of any government unit or agency having jurisdiction over such matters. MeterNet's limit of its liability in regard to this Indemnification is the total sum of the Service Fees paid MeterNet by Client during the term of this Agreement.

## Section 3. Compensation

3.1 Utility Management Fee(s) In reference to the Agent Services defined in Sections 2.1 through 2.4, and Addendum "A" Client shall pay MeterNet billing service fees for each residential unit within the Property and other fees as defined in Addendum "A".

3.2 Other Services If Client requests MeterNet to provide Other Services, such as the custom design and/or insertion of fliers, or custom reports, Client shall pay MeterNet for these services as specifically agreed in writing.

## Utility Management Master Service Agreement

3.3 Meter Readings Client is responsible for either providing meter readings to MeterNet, or compensating MeterNet for actual costs of reading meters.

### Section 4. Payment Terms

Client hereby authorizes MeterNet to deduct its fees due under this Agreement from Client's resident payments collected and processed on behalf of Client.

MeterNet shall provide to the Client a Monthly Reconciliation Report detailing the total payments received from the residents and the total charges and fees withdrawn from Client's resident payments. This report, all accounting reports, and the corresponding remittance check shall be delivered to the client at the address specified.

### Section 5. Client's Responsibilities

5.1. Client will make all reasonable efforts to advise residents of their responsibility to pay their utility invoice as required in the resident lease and/or lease addendum and to provide all reasonable motivation for the resident to make such payments in a timely manner.

5.2 Client will notify MeterNet via Fax or e-mail of a resident's move-in or move-out activity to expedite MeterNet's processing of resident's account.

5.3 Immediately upon receipt, Client will Fax to MeterNet copies of all related utility bills received from its utility companies or arrange for a duplicate copy to be mailed by the utility company (s) directly to MeterNet.

*(MeterNet's obligation in Section 5.1 through 5.3 to calculate and mail resident statements timely and accurately is subject to MeterNet consistently receiving the property utility bills and appropriate move-in and move-out reports prior to the scheduled monthly resident billing date.)*

5.4 Client is responsible for maintenance of sub-meters and the reading of those systems (unless otherwise specified). MeterNet will notify Client immediately of any meter or reading malfunctions found. Client agrees to correct meter problems within 60 days of notification. If Meter problems are not corrected within 60 days of notice, MeterNet may levy an additional charge of \$25 per non-functional meter, per month against client remittance.

5.5 Indemnification - Client agrees to indemnify and hold harmless MeterNet against all losses, including claims,

suit, attorney's fees, and damages arising from any action taken by MeterNet or its employees or agents during the term of this Agreement, including any act that would constitute a violation of any laws, statutes, regulations, administrative orders or rules concerning the delivery or billing for water, sewerage or garbage of any government unit or agency having jurisdiction over such matters. Client further agrees to indemnify and hold harmless MeterNet from all losses, including reasonable attorney's fees, if MeterNet is unable to perform the Services under this Agreement due to not receiving utility billing or other necessary resident information from Client, or due to Client's water sub-meter equipment failure.

Client also specifically agrees to indemnify and hold harmless MeterNet against all losses, including claims, suit, attorney's fees, and damages brought forward by a Homeowner, Resident or Tenant, as related to a faulty or leaking sub-meter or its related, apparatus or accuracy. It is understood that the sub-meters are the property of the Homeowner, HOA or Client, not the property of MeterNet, and any action taken by MeterNet, its employees or agents during the term of this Agreement is on behalf of the Client

### Section 6. Arbitration

In the event that either party claims breach of the Agreement and the parties are unable to resolve the dispute within the time frame as provided herein, both parties agree to submit the dispute to binding arbitration.

6.1 The party who contends there has been a breach of the Agreement shall notify the other party in writing by certified mail that the disputed breach will be submitted to binding arbitration.

6.2 Within fourteen (14) business days from receipt of the notice to arbitrate, the responding party and the contending party shall select one (1) person mutually agreeable to both parties and knowledgeable in the subject matter being disputed to act as an arbitrator. In the event there is no agreement, the parties shall request that an arbitrator with the required qualifications be appointed by the San Diego, CA, County Chapter of the American Arbitration Association.

6.3 Within a reasonable time, but not later than thirty (30) business days after the selection of the arbitrator, the arbitrator will commence the resolution of the dispute.

## Utility Management Master Service Agreement

6.4 The arbitrator shall render its decision within twenty (20) business days unless both parties agree to an extension in writing.

6.5 The Superior Court Civil Rules of the State of California relating to discovery shall apply to the arbitration.

6.6 All rights under this Agreement shall remain in place during the time required by the arbitrator to render a decision.

### Section 7. Miscellaneous

7.1 Adjustment of Rates - MeterNet may, by providing thirty (30) days written notice to Client, revise rates on an annual basis for any service(s) provided. The adjustment of rates shall be limited to a maximum of the annual increase in the Consumers price Index in the local Metropolitan area plus any increase in postage cost.

7.2 Notice - Any Notice or other communications required or given under this Agreement shall be deemed properly given if provided in writing and delivered in person, faxed with a confirmation of receipt, or delivered by registered mail to the other party at its published or recorded business address, or the address of their agent.

7.3 Entire Agreement - This Agreement along with Addendum(s) "A" constitutes the entire Agreement between MeterNet and Client. Both parties agree that from time to time the Client may modify the utilities billed or the method of calculation of Resident's statements by submitting a complete set of Addendum(s) describing the specific service to be modified. No addition, amendment, modification of waiver of any of the provisions of this Agreement, shall be valid unless set forth in writing and signed by the parties to be bound thereby.

7.4 Applicable Law - This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State where services are provided.

The parties hereto have executed this Master Agreement by way of signature on the addendum "A" Services Agreement page and effective as of the date and year first written on the Services Agreement.