

RENTAL AGREEMENT/LEASE

1. PARTIES, DWELLING UNIT AND TERM: It is agreed this _____ day of _____, 20____ between _____ hereinafter called Landlord/Agent, and _____, hereinafter called Tenant that Tenant rents premises located at _____ for use as a private dwelling unit by the Tenant and those listed below only, for a _____ term from the _____ day of _____, 20____ to and including the _____ day of _____, 20____.

Only the following persons may reside in the unit without the prior written approval of the landlord:

After the initial lease term, the lease shall renew automatically on a month to month basis. This agreement will terminate upon receipt of a properly executed thirty (30) day notice to terminate which may be given by either landlord or tenant to the other party.

2. RENT: Tenant agrees to pay \$ _____ per month, in advance, on the _____ day of _____ each month to the Landlord at _____

3. PAYMENT OF RENT: The initial payment of the rent and of the security deposit must be made in cash, money order or cashier's check. Thereafter, monthly rent payments may be paid by check until the first is dishonored and returned unpaid. Rent also may be paid by cash, money order or cashier's check made payable to the Landlord/Agent. Rent must be paid to the Landlord/Agent on the designated rent payment day at _____ or sent by mail at Tenant's risk to _____. Rents lost in the mail will be treated as unpaid until received.

4. PAYMENT POLICY: Any payment will always be first applied to outstanding balances.

5. RENTAL COLLECTION FEE FOR LATE RENT PAYMENT: In the event rent is not received prior to _____ AM/PM on the _____ day of the month (regardless of cause including returned checks), Tenant agrees to pay a late fee of \$ _____ per day. Iowa Code 535.2(7) provides that no more than \$10.00 per day may be charged in an amount not to exceed \$40.00 per month. A \$25.00 administrative fee may be charged for the issue of each 3 Day Notice to Pay Unpaid Rent. If rent is not paid within the three (3) day waiting period, the Landlord will continue the eviction process.

6. RETURN OF CHECK CHARGE: If for any reason the check used by Tenant to pay Landlord/Agent is returned without having been paid, Tenant will pay a returned check charge of \$ _____, the late fee, and any penalty charged by the Landlord's bank. If for any reason a check is returned or dishonored, no checks will be accepted for future rent payments. We may prosecute under Iowa theft statute (HF 527 July 1997) which includes bad rent checks as theft.

7. NONPAYMENT OF RENT: Landlord will follow remedies provided by law if rent is unpaid when due. A processing administrative fee of \$25.00 may be charged for service of each 3 Day Notice to Pay Unpaid Rent if any portion of the rent remains unpaid by _____ AM/PM on the _____ day of the month.

8. DEPOSIT: Tenant agrees to pay a Security Deposit in the amount of \$ _____ to be held by Landlord. The Deposit may be in an amount not to exceed two (2) months rent. The Deposit is NOT the last month's rent payment but is held as security against damage to property, appliances, vacating the dwelling unit in less than the minimum rental period, unpaid rent or eviction expenses. In the case of multiple tenants, any out-going tenant who leaves prior to the lease termination date relinquishes his/her interest in the Security Deposit unless the Landlord determines that the out going tenant is responsible for damages exceeding his/her interest in the deposit. These cases will be treated individually, especially if the Landlord/Agent is unaware of out going tenant's departure. A new Rental Agreement will be drawn up when the Landlord/Agent becomes aware of out going tenants and the deposit will be brought back up to the required amount.

9. UTILITIES AND APPLIANCES: The owner shall provide or pay for the utilities and appliances as indicated below with an "O" without any additional charge to the tenant. The tenant shall provide or pay for the utilities and appliances as indicated below by a "T". Any utilities provided by the tenant, the tenant agrees to transfer said utilities to his/her name PRIOR to occupying the unit. Utilities not switched after the third day of occupancy will be disconnected. The Tenant is responsible for checking with utility companies concerning rates and deposits. The Tenant must sign the most recent versions of all contracts and pay required deposits. The Tenant agrees to have such accounts in his/her name throughout the term of the lease or occupancy (whichever is longer). Both the Tenant and the Landlord agree to pay their respective utility and service bills in full when they are due. Tenants responsible for water, sewer, garbage and trash removal agree to sign up for monthly billing. The Tenant agrees to use all utilities in a reasonable manner and to use utilities paid for by the Landlord in reasonable amounts only and not to install additional appliances or equipment which would materially affect or increase energy consumption. The Tenant agrees to be responsible for any and all damages caused by utility shut-offs for non payment or requested by the Tenant and unknown to the Landlord (i.e., frozen or burst water pipes, ruined water heaters, etc

<u>Item</u>	<u>Provided or Paid For</u>
Heating	_____
Cooking	_____
Other Electric	_____
Water Heating	_____
Water	_____
Sewer	_____
Trash Collection	_____
Range	_____
Refrigerator	_____
Other	_____

10. ACCESS: Tenant agrees that the Landlord/Owner/Agent shall have the right, subject to the Tenant's consent, which shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make repairs or improvements, supply services, or to exhibit the dwelling to prospective or actual purchasers, mortgagees, potential residents or workmen, provided the required notice of at least twenty-four (24) hours is given prior to entrance to the unit. In case of an emergency or scheduled repairs, the Landlord/Agent may enter without the Tenant's consent.

11. CONDITION OF DWELLING UNIT: Tenant agrees that the unit and property of which it is a part are in good and satisfactory condition at the time of possession and that floors, carpeting, walls, appliances, cupboards, windows, storm windows and screens, glass, and equipment are clean, in good working order and unbroken. The Tenant shall have the right to report, in writing, any defects or damages to the Landlord/Agent within seventy-two (72) hours from date of occupancy. Without said report, it will be assumed that unit is in acceptable condition. The Tenant agrees to use reasonable care in protection and care of the dwelling and premises during occupancy and at the end of the tenancy to deliver up and surrender the premises to the Landlord/Agent in condition as good as when received, reasonable wear and tear excepted.

12. DAMAGE TO PREMISES/REIMBURSEMENT: Whenever damage to the premises is caused by carelessness, misuse, abuse, or neglect of the Tenant, his/her family, household member, visitor, guest, or agent, The Tenant agrees to repair or otherwise correct the damage at his/her expense and in a manner approved in writing by the Landlord/Agent, and to do so within a reasonable time, or to pay the Landlord/Agent the reasonable cost of all repairs and replacements completed by the Landlord/Agent to restore the premises to a decent, safe and sanitary condition, and to do so promptly after completion and billing for payment.

13. FURNISHINGS: Tenant agrees to leave following furnished items in the same condition at termination of occupancy as they are at the beginning of occupancy:

_____ Stove	_____ Refrigerator	_____ Smoke Alarms
_____ Ceiling Fan/Lights	_____ Window Air Conditioner	
_____ Exhaust Hood with Clean Filter	_____ Washer	_____ Dryer
_____ Curtains/Drapes	_____ Mini-blinds	_____ Dishwasher
_____ Garbage Disposal	_____ Other _____	

14. INSURANCE: Tenant understands that Landlord is not an insurer of the Tenant's person or possessions. The Landlord/Agent shall not be liable for personal injury or death of The Tenant, his family or guests or damage or loss of any of the Tenant's personal property for any cause whatsoever. The Landlord recommends that the Tenant have renter's insurance. The Landlord requires the Tenant to have renter's insurance if the Tenant has any waterbeds. The Tenant must provided a copy of the renter's insurance with a waterbed endorsement or special waterbed policy to cover any possible damage caused by the waterbed. The policy is to be made out with the Landlord as designated payee in case of damage.

15. KEYS: Tenant will be furnished with one (1) set of keys. The Tenant agrees to pay for relocking if at anytime during the tenancy the keys are lost or if all copies of the keys are not returned at termination of tenancy. When moving out, rent will be owed until all copies of the keys are returned to the Landlord/Agent.

16. MANAGEMENT/DISCLOSURE: Tenant acknowledges that he/she has been informed that the agent to act on behalf of the owners is: _____

Other person(s) authorized to act on behalf of the Landlord to accept and serve legal services and notices and to perform any other obligations of the Landlord are: _____

To report service or maintenance problems the Tenant should call _____.

17. NOTICES: Service of any notice required under this lease or Iowa Law shall be accomplished by:

- (1) personal hand delivery to the other party or to any adult occupant
- (2) serving in the manner provided by law for the service of original notice
- (3) sending the Notice by certified mail, return receipt requested, to the last know address
- (4) sending the Notice prepaid first class postage to current or last known address of either party
- (5) posting when allowed by law.

18. OCCUPANTS: No persons except those specifically named on the Application and in Section 1 of this Agreement will be permitted to occupy the dwelling. Any additional applicant of eighteen (18) years of age or older must complete an Application form and be approved by the Landlord prior to occupancy. If the Tenant fails to inform the Landlord/Agent of additional person(s) occupying the premises, the Landlord may terminate the lease. No occupants will be allowed or approved when that occupancy will exceed the occupancy standards of the Landlord and/or of any local, state or federal codes or ordinances. Occupants who have not been approved by the Landlord/Agent will be considered trespassers.

19. PAINTING, ALTERATIONS, ADDITIONS: Tenant agrees not to do any painting or to make any alterations, changes, removals, or additions to the unit without prior written approval from the Landlord/Agent. No nails, tape, gum-based adhesives or other fasteners of any kind are to be used on the walls/ceilings/woodwork without the Landlord/Agent's written approval. If the Tenant has large items to hang, contact the Landlord/Agent for help/advice.

20. PETS: Tenant agrees that no fish, birds, reptiles, animals or pets of any kind are allowed anywhere on the premises at any time, even temporarily, no matter who owns them, without prior written permission from the Landlord/Agent. No pet is allowed without a completed pet agreement. "Pets" does not include animals trained to serve the handicapped, such as seeing eye dogs or hearing dogs.

21. RESPONSIBILITY: If more than one (1) Tenant resides in the unit, each Tenant agrees to jointly and severally accept liability for all provisions of the lease. Each Tenant is responsible for the payment of the full rent and damages incurred, not just a share of the rent or limited only to the damages they personally incur.

22. RULES: Tenant agrees that he/she has received in writing all existing Rules concerning the Tenant's use and occupancy of the premises. The Tenant understands that additionally, the Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

23. TERMINATION: If the Tenant intends to vacate at the end of the Rental Agreement/Lease term, the Tenant shall give the Landlord/Agent thirty (30) days written notice prior to moving out and prior to the expiration of the lease term. Notice is due on or before the 1st day of the month and the Tenant must be moved out by the end of the month in which the lease terminates. Such notice shall be in writing and shall give a specific date (at least by the last day of the month) and time for moving out, and give forwarding address or other instructions for the return of the deposit. After being completely moved out, the Tenant will return all copies of all keys, and go through move out inspection with the Landlord/Agent.

24. OTHER:

25. ILLEGAL PROVISIONS NOT AFFECTING LEGAL PROVISIONS: Whatever item in this lease is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared and it shall not affect the validity of any other item in the lease.

Tenant(s) agrees that he/she has read this agreement. Tenant(s) acknowledge the receipt of _____ key(s) to be returned at move out.

I/We agree to abide by the terms of this Rental Agreement/Lease.

Signature of Landlord/Agent Date

Signature of Tenant Date

Signature of Tenant Date

Signature of Tenant Date