



# DWELLING UNIT RENTAL AGREEMENT

UNIT TO BE ASSIGNED (PENDING AVAILABILITY)- WAITLIST

1<sup>ST</sup> CHOICE - LOCATION: \_\_\_\_\_, BR: \_\_\_ BA: \_\_\_ SF: \_\_\_\_\_

NOTE:

2<sup>ND</sup> CHOICE - LOCATION: \_\_\_\_\_, BR: \_\_\_ BA: \_\_\_ SF: \_\_\_\_\_

NOTE:

It is AGREED ON \_\_\_\_ - \_\_\_\_ - \_\_\_\_ between Haverkamp Properties, Inc. as authorized agent for owner (referred to as Landlord), and \_\_\_\_\_ (Referred to as Tenant) that Landlord lets to Tenant(s), and Tenant(s) leases from Landlord the following dwelling unit:

Mailing Address: Address Apartment # City, State Zip

This Agreement is governed by the Iowa Uniform Residential Landlord Tenant Act (IURLTA)

Indicate choice of occupancy term with an "X". The term shall be automatically extended from month to month (referred to as an extended term) unless terminated by either party giving a written notice to the other no later than noon on the last day of the month preceding the last month of the initial term or, during any extended terms, the last day of the month preceding the ending month of the term. **If a renewal or the lease addendum is not received by the last day of the listed lease end date, the rent will increase to market rate plus a \$50 per month premium will apply.**

- 6 MONTH LEASE \_\_\_\_/\_\_\_\_/\_\_\_\_ TO \_\_\_\_/\_\_\_\_/\_\_\_\_
- 9 MONTH LEASE \_\_\_\_/\_\_\_\_/\_\_\_\_ TO \_\_\_\_/\_\_\_\_/\_\_\_\_
- 12 MONTH LEASE \_\_\_\_/\_\_\_\_/\_\_\_\_ TO \_\_\_\_/\_\_\_\_/\_\_\_\_
- CUSTOM LEASE \_\_\_\_/\_\_\_\_/\_\_\_\_ TO \_\_\_\_/\_\_\_\_/\_\_\_\_  
Lease term is only available with concessions or special arrangements
- LEASE RENEWAL \_\_\_\_/\_\_\_\_/\_\_\_\_ TO \_\_\_\_/\_\_\_\_/\_\_\_\_ 6 mo \_\_\_\_ 9 mo \_\_\_\_ 12 mo \_\_\_\_

**Chart A: Rent, Services, Utilities, Fees (Indicate with an "X")**  SEE ATTACHED RIDER(S)

Item	Note	Tenant Pays Landlord Directly	Tenant Responsibility	Landlord Responsibility
Rent	Std Rate: \$	\$	N/A	N/A
Gas Utility		\$	X	
Electric			X	
Water/Sewer				
Cable / Satellite / Internet		N/A	X	
Fitness (Pleasant Hill only)		N/A		X
Garbage Collection		N/A		X
Lawn Care/Snow Removal		N/A		X
Pet	Pet Deposit: \$	\$	N/A	N/A
Garage/s	#	\$	N/A	N/A
<b>Total Due Per Month</b>		<b>\$</b>	<b>N/A</b>	<b>N/A</b>
<b>Total Security Deposit Required</b>	\$			

\* Specials May Not Be Combined

Special offered : \_\_\_ 1 month rent credit at move-in \_\_\_ Reduced Monthly rent charge \_\_\_ Garage Included \_\_\_ No Special

(check special offered)

Referral Credit(s): Post Credit to Building/Apt/Name: \_\_\_\_\_

Notes: \_\_\_\_\_



2. **RENT.** Rent is **due on the 1<sup>st</sup> of each month**. See Late Payment of Rent below for late charge amount.
  - A. **AMOUNT, PAYMENT DATE.** Tenant agrees to pay Landlord as rent the monthly rent amount indicated in Chart A on or before checking into the apartment (or pro-rated amount if noted) and the monthly rent amount in Chart A on the first day of each month thereafter. Rent shall also include (a) any Extra Person Charge under Par. 11 below; (b) any utilities for which Tenant is responsible but which Landlord has paid; (c) any other charges or fees due under this Agreement.
  - B. **PLACE OF PAYMENT, FORM OF PAYMENT.** **PAYMENT BY CHECK:** One check, payable to Haverkamp Properties, for the full amount is required. The check must be labeled with the rental unit address in the memo line. Separate, partial, or unlabeled checks are subject to a \$10 processing fee per check. **PAYMENT BY ACH (AUTOMATIC BANK PAYMENT):** Individual partial payments through ACH are accepted. **CASH:** The rent may be paid in cash only if it is paid in person and in total, and a receipt is issued at Landlord's office. **Do not put cash in rent drop boxes.** Payment methods may not be combined. Tenant shall pay Landlord at **10305 Providence Drive Johnston, IA 50131** or such other address as Landlord may direct, *NO LATER THAN THE DATES PROVIDED ABOVE*. Landlord may require all Tenants to pay rent by cashier's check or money order if: (a) any checks tendered for payment of rent are dishonored more than once in a six month period or (b) rent is ever paid more than four days late.
  - C. **DISHONOR OF CHECK, APPLICATION OF PAYMENT.** If Tenants' check(s) is dishonored, Landlord will assess Tenant the maximum surcharge allowed by Iowa law in addition to any late fees provided below. Rent received shall be applied by Landlord first, to any late payment fee; second, to any dishonored check surcharge; third, to fees charged to Tenant due to breach of the Agreement or the Rules; fourth, to any Extra Person Charges; fifth, to utilities, garage and storage unit charges; and sixth, to rent.
3. **LATE PAYMENT OF RENT.** Rent is due on the 1<sup>st</sup> day of each month. **A \$40 late fee will be charged if payment is not received by the 4<sup>th</sup> day of the month.** However, this election shall not prevent Landlord from pursuing the remedies for nonpayment or late payment provided below.
4. **NONPAYMENT OF RENT.** If rent is unpaid when due and continues to be unpaid for three days after Tenant receives a Notice to Cure and to Quit then Landlord may pursue the remedies provided under the IURLTA. If rent is paid with a dishonored check after Tenant receives a 3 day Notice, Landlord may still proceed under the IURLTA as if dishonored check were never tendered. In addition, Landlord may proceed under Iowa law, which under certain conditions allows recovery of triple the amount of a dishonored check, up to \$500, plus the amount of the check. Replacement of dishonored checks must be made by cashier's check or money order. Tenant shall remain liable for payment of rent even after termination of the tenancy of Tenant (whether for nonpayment of rent or any other term of this Agreement). **Tenant acknowledges that termination of the tenancy is not the same as termination of the Agreement.**
5. **SECURITY DEPOSIT.** When Tenant signs this Agreement, Tenant shall pay Landlord in trust the amount indicated in Chart A (usually equal to one month's rent) as a security deposit pursuant to the IURLTA. **Tenant shall pay the landlord with one personal check, cashier's check, or money order.** Landlord shall be entitled to treat the sum as a single deposit under section 12 of the IURLTA.
6. **UTILITIES, SERVICES, GARAGES AND STORAGE UNITS.** Tenant acknowledges that Landlord has explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, beside those paid by Tenant directly to the utility company. Utilities shall be paid by the party indicated in Chart A. Where an amount is indicated, Tenant shall pay this amount to Landlord for the service, which amount shall be included with the rent payment. Where no amount is indicated Tenant shall be responsible for contracting directly with the utility company. **Tenant is responsible to have utilities in Tenant's name for the entire term, throughout the last day of the lease, even if Tenant does not reside in the Unit.** If Tenant fails to put appropriate utility in Tenant's name by first day of the term and Landlord receives a bill for those utilities, a service fee of \$50 will be assessed by Landlord. Tenant shall reimburse Landlord promptly for any utilities due from Tenant to Landlord.
7. **JOINT AND SEVERAL LIABILITY.** Tenant acknowledges that each is jointly and severally liable for all obligations under this Agreement and that any deposits may be applied under the IURLTA to all amounts due from Tenant. **In the event of nonperformance of a Agreement provision, whether a rent payment or other provision, Landlord may demand the entire performance (such as the rent payment) from any one Tenant.** Landlord shall not be required to accept partial payment(s) from any Tenant.
8. **ADDITIONAL PROVISIONS AND RULES.** Tenant agrees to the Provisions and Rules in paragraphs 9 to 60 on the attached pages. Landlord may, from time to time, in a manner provided by law, amend existing or adopt further Rules.

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**Depositor Tenant Signature** (\*indicates security deposit paid by this Tenant)      **Print Depositor Tenant**      **Social Security Number**

\* \_\_\_\_\_, **Tenant** \_\_\_\_\_

Check # \_\_\_\_\_ \$ \_\_\_\_\_ Cash Amount \$ \_\_\_\_\_ Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Transfer: (Accounting to verify amount eligible for transfer after check-out)

Renewal: (Accounting to verify deposit already on record)

Notes: \_\_\_\_\_

<b>Tenant Signatures</b>	<b>Print Tenant Name</b>	<b>Social Security Number</b>
_____ <b>Tenant</b>	_____	_____
_____ <b>Tenant</b>	_____	_____
_____ <b>Tenant</b>	_____	_____
_____ <b>Tenant</b>	_____	_____
_____ <b>Tenant</b>	_____	_____





## ADDITIONAL PROVISIONS & RULES

**9. MANAGER.** Haverkamp Properties, Inc., 10305 Providence Drive Johnston, IA 50131 is the agent designated by owner to manage the Premises. Any notices required under this Agreement shall be delivered to Landlord at the place designated for the payment of rent.

**10. DEFINITION OF TERMS.** The following terms shall have the meaning shown below when capitalized in this Agreement or the Rules:

- A. Agreement: this Dwelling Unit Rental Agreement.
- B. IURLTA: the Iowa Uniform Residential Landlord Tenant Act.
- C. Unit: the apartment and is equivalent to the term "dwelling unit" as defined in the IURLTA.
- D. Premises: the Unit and the Building of which it is a part and the Common Area.
- E. Common Area: the grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the Tenant.
- F. Building: the structure of which the Unit is a part including entrances, hallways and laundry rooms (but not including the Unit or other units).
- G. Tenant: the person or persons entitled under the Agreement to occupy the Unit to the exclusion of another. It may include the Tenant's minor children as the context requires. No person shall be deemed a Tenant under this Agreement unless that person has executed this Agreement or is deemed a Tenant under §562A.10 of the IURLTA.

**11. OCCUPANCY LIMITS AND EXTRA PERSON CHARGE.** Only Tenant and Tenant's minor children may occupy the Unit. Rent is increased by \$50.00 per person over the number of bedrooms (with exception to efficiency/studio and 1 bedroom units). Occupancy shall be subject to state and local zoning and rental housing laws. Tenant shall not permit more persons to occupy the Unit than allowed by law. Occupancy by any other person even on an overnight basis is prohibited, except with Landlord's written consent. Landlord reserves the right to: (a) limit the number of occupants and (b) charge a service fee for any unauthorized occupant.

**12. ACCESS.** Landlord shall have the right, subject to Tenant's consent (which shall not be unreasonably withheld), to enter the Unit in order to inspect the Unit, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary services, or show the Unit to prospective purchasers, mortgagees, tenants, workmen or contractors. Once the tenants have given notice to the Landlord that tenants will not be remaining for the next lease period Landlord may enter the Unit to show unit to prospective tenants. Landlord may enter the Unit without Tenant's consent in case of emergency. The term emergency shall include (a) a good faith belief by Landlord that Tenant has abandoned the Unit or is on an extended absence and has failed to notify Landlord or (b) any apparent violation of the Iowa Code, Agreement or Rules which presents a clear and present danger to other tenants. If reasonable access is withheld, Tenant may be responsible for damages (i.e. property damage or vacancy loss). If Tenant fails to pay rent on time, Landlord may initially presume that Tenant has abandoned the Unit, and have the right of access to the Unit to determine whether Tenant is still occupying it. Tenant acknowledges that Landlord may use surveillance cameras in the Building or Common Areas which, at Landlord's discretion, may or may not be monitored or recorded.

**13. FIXTURES AND IMPROVEMENTS.** Tenant shall make no structural alterations to the Unit or the Premises without Landlord's written consent, including but not limited to the changing of existing locks or addition of additional locks to doors or windows. Tenant shall not do, or permit to be done, any interior decorating or remodeling without Landlord's written consent. Interior decorating shall include, but not be limited to: painting; wallpapering; removal or replacement of doors, locks, or windows; nailing, tacking, gluing, or taping anything to the walls, floors, doors or ceilings. Reasonable use of small sized nails for wall hangings is permitted. Tenant will be charged for repair of excessive nail holes. Tenant shall leave the Unit upon termination of this Agreement and surrender to Landlord all original keys and any other fixtures attached to doors, windows or wood, and all alterations, additions or improvements made by Tenant, without any payment from Landlord. Tenant shall surrender possession of the Unit to Landlord in as good repair and condition as the same are now, or may hereafter be placed (except ordinary wear and tear, non-negligent damage by fire or the elements), at the expiration of this Agreement. Tenant shall pay for the re-keying of all locks upon termination of occupancy in the event (a) the termination is the result of the service of a Notice under Par. 4 above or of a forcible entry and detainer action; (b) Tenant has permitted

unauthorized persons to occupy the Unit; or (c) Tenant fails to return all of the original keys for the Unit.

**14. CABLE TV, TELEPHONE.** The Unit has at least one telephone and one cable TV outlet. No additional cable TV or telephone outlets shall be installed without Landlord's written approval. Any installation must meet the following conditions.

- A. It must be completed by a professional installer.
- B. Any alterations to the wall must be cosmetically attractive and structurally sound with no exposed wires on walls.
- C. The location of the outlet(s) must be approved by Landlord.
- D. Each additional telephone outlet shall be usable by subsequent tenants without having to pay for additional phone lines or modification of the outlets to allow all outlets to function on a single phone line.

Tenant shall be responsible for (a) any damage caused to the Unit due to installation or operation of the additional outlet(s); (b) all fees and charges of the telephone and cable TV company; (c) maintaining and repairing the telephone and cable TV lines, outlets and jacks as well as Tenant's telephones. Any additional outlets shall become the property of the Landlord upon their installation and shall remain in the Unit upon termination of the Agreement without any compensation from Landlord. Landlord shall determine which cable TV company shall provide this service to the Unit.

**15. LANDLORD MAINTENANCE.** Landlord shall:

- A. Comply with requirements of building and housing codes.
- B. Do all repairs. Keep Unit in a habitable condition.
- C. Keep Common Area in a clean, safe condition. Landlord shall not be liable for any injury caused by any objects or materials which belong to or which have been placed by a tenant in the Premises used by Tenant.
- D. Maintain in good, safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.
- E. Maintain receptacles and conveniences accessible to Tenant for central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy, and arrange for their removal.
- F. Supply running water and reasonable amounts of hot water at all times. Supply reasonable heat.

**16. GENERAL TENANT MAINTENANCE.** Tenant shall:

- A. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- B. Keep that part of the Premises that the Tenant occupies and uses as clean and safe as the condition of the Premises allows.
- C. Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- D. Keep all plumbing fixtures and drains in the dwelling unit or used by the tenant as clean and cleared as their condition permits.
- E. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so.
- F. Act in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises.
- G. Use decks and patios for appropriate patio/deck activity, not as a storage area. Nothing shall be hung or attached to the walls or ceiling of the deck or patio; this includes but is not limited to hanging plants, planters, swings, satellite dishes or TV antennas, birdfeeders, windchimes, clotheslines, decorations, etc.
- H. Plunge toilets, clear drains, run exhaust fans when necessary, defrost freezer, clean air conditioner filter, and use proper cleaning supplies.
- I. Under section 562A.12 subsection 3b of the IURLTA, tenant is responsible to restore the dwelling unit to its original condition at the commencement of the tenancy, ordinary wear and tear expected. Regarding carpet, Tenant agrees that ordinary wear and tear is the physical depreciation of the carpet, i.e., the wear on the fibers of the carpet, or the matting that occurs during normal use. Removal of extreme dirt and debris is not considered normal wear and tear. Tenant shall promptly report any leaking water, electrical or mechanical malfunctions observed in Unit

## ADDITIONAL PROVISIONS & RULES

and/or building. If Tenant does not report damages to Landlord, Tenant shall be liable for damages resulting from the failure to report.

- J. Reasonably use electrical, plumbing, sanitary, heating, ventilation, air conditioning, other facilities and appliances.
- K. Tenant shall not shut heat off during the winter months nor set the thermostat below 65° at any time.
- L. Replace furnace or air conditioning filters in any furnace or air conditioner serving the Unit if the furnace/air conditioner is accessible to Tenant.
- M. If the Unit is in a duplex building then Landlord and Tenant hereby agree that Tenant shall be responsible for the outdoor areas of the property including lawncare, leaf removal, snow removal and garbage removal.

**17. INSURANCE.** Landlord strongly encourages Tenant to obtain renter's insurance coverage. Landlord does not carry insurance which covers Tenant's personal property, nor is Landlord an insurer of such personal property. Waterbeds or aquariums over 25 gallons are not allowed without adequate written proof of renter's insurance which specifically covers waterbeds or aquariums; this documentation must be provided to Landlord prior to having a waterbed or aquarium in the apartment.

**18. FIRE AND CASUALTY DAMAGE.** If the Unit or Premises are damaged or destroyed by fire or other casualty to the extent that habitability of the Unit is substantially impaired, Tenant may (a) immediately vacate the Unit and notify the Landlord within 14 days of Tenant's intent to terminate this Agreement, in which case this Agreement shall terminate as the date of the vacating, or (b) if continued occupancy is lawful vacate only that part of the Unit rendered uninhabitable by fire or casualty, in which case Tenant's liability for rent shall be reduced in proportion to the diminution in the Unit's fair rental value. If this Agreement shall terminate under the provisions of this paragraph Landlord shall return to Tenant all prepaid rent and security deposit recoverable under the IURLTA. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty. "Substantially impaired" shall mean that Tenant cannot safely occupy the Unit for a period in excess of seven (7) days.

**19. USE, ABSENCES, ABANDONMENT.**

- A. Use. Unless otherwise agreed in writing, Tenant shall occupy the Unit as a residential apartment, not as a place of business or for illegal use.
- B. Extended Absences. Tenant shall notify Landlord of any anticipated extended absences (14 days or more) from the Unit not later than the first day of the extended absence. Failure to do so may result in Landlord seeking damages or treating the absence as an abandonment. It shall be presumed Tenant has abandoned the Unit if an absence lasts longer than 21 days without notice to the Landlord.
- C. Failure to Occupy, Pay Rent. If Tenant fails to pay first month's rent when due or occupy the Unit within 3 days of the first day of the term of this Agreement, Landlord may elect to treat Tenant's failure to pay rent or occupy the Unit as an abandonment.
- D. Landlord Obligation. If Tenant abandons the Unit, Landlord will make reasonable efforts to rent it at a fair rent. However, Landlord will not be deemed to have accepted any abandonment as a surrender unless written notice of an election to do so is given to Tenant. Acceptance of keys to the Unit does not constitute an acceptance of any abandonment.
- E. Abandoned Personal Property. If Tenant abandons items of personal property of an apparent actual cash value of \$200 or more in or about the Unit, Landlord's obligation with respect to such property shall be limited to (1) the obligation to protect it from injury if removed by Landlord and (2) if possible, to give Tenant notice that such property will be disposed of by sale or otherwise if Tenant fails to claim it within 30 days of giving the notice, or within 30 days of the abandonment. Proceeds from the sale are treated as security deposit and are subject to Par. 5 above, provided the 30 day period allowed by statute shall run from the date of sale. If Landlord makes a reasonable determination that the actual cash value of the items of personal property is less than \$200, Landlord may dispose of the items of personal property as Landlord sees fit.

**20. PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the Unit, and acknowledges it is in reasonable and acceptable condition of habitability for Tenant's intended use, and that the rent agreed upon is fair and reasonable in this community for the Unit in its condition. If the condition changes, then Tenant shall promptly give notice to Landlord.

August 2009  
DSM Lease

Equal Housing Opportunity: Our apartments are made available, managed, and operated regardless of race, color, religion, sex, national origin, handicap, or familial status.

Tenant acknowledges that the Unit is part of a Building which has other units in it, so that from time to time the environment of the Unit may be affected by the actions of other tenants, including actions which cause odors or particles which may be allergenic to enter the Unit (especially where the Unit shares a forced air heating/cooling system with other units). Tenant agrees that so long as that effect is reasonable under the circumstances, that the Unit shall be deemed in a habitable condition.

**21. PROHIBITION OF ASSIGNMENT AND CANCELLATION -** Tenant shall not sublease the Unit or assign or cancel this Agreement or any part of their interest without Landlord's prior written consent.

**A. SUBLEASE** refers to A lease executed by a tenant (the 'Sub-Lessor') to another lessee (the 'Sub-Lessee') with Landlord's consent, for a term equal to or shorter than that held by the tenant under its original lease with the landlord. The original tenant remains liable to the landlord for the performance of lease obligations, including the payment of Base Rent and Additional Rent, and the Sub-Lessee joins this liability for payment of rent to the Landlord. Landlord may agree to allow a sublease if the following conditions are met:

1. Tenant is current on Tenant's rent and is otherwise in full compliance with the Agreement.
2. Tenant pays Landlord a non-refundable fee of \$100.00 per incoming Tenant.
3. New Lessee Tenant Requirements in a Sublease:
  - a. Completes an application and is accepted by Landlord,
  - b. Pays an equal share of security deposit, of 1 months rent.
  - c. Completes a sublease form and is accepted by all original Tenants,
  - d. Understands and agrees to join this Lease agreement as a new Tenant and
  - e. Acknowledges that Landlord has not inspected the Unit. In becoming obligated under this Agreement, New Tenant acknowledges this include leaving the Unit in the condition it was at the beginning of the Term, ordinary wear and tear excepted.

**B. ASSIGNMENT** refers to a transfer of the Tenant's interest in the Agreement to a replacement Tenant. There are two types of assignments; Full and Partial. Landlord may agree to allow an assignment if the following conditions are met:

### *FULL ASSIGNMENT:*

#### Tenant Requirements

1. Current tenant(s) must be current on rent and have no outstanding balances. All current tenants must sign the Full Assignment of Lease
2. New Tenant(s) must submit an application(s) and pay any application fees (\$40 each).
3. Current Tenant(s) will pay an administrative fee of 1/2 months rent with one check. Fee must be paid in order for assignment to be approved.
4. A new security deposit must be received from the new tenants (in full and one payment) or the security deposit may be transferred to the new tenants. A "Transfer of Deposit" form will need to be completed in order for this occur.

#### Landlord Requirements

1. Landlord will process applications in a timely manner.
2. Provide new tenants with a copy of the current lease.
3. The Landlord WILL perform a move-out inspection on the condition that the unit is completely vacated by the current tenants. The Landlord will refund any security deposit, minus any necessary deductions, within 30 days from the inspection.

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## ADDITIONAL PROVISIONS & RULES

- The Landlord WILL NOT perform a move-out inspection if the unit is not completely vacated. In this instance the current tenants MUST transfer their deposit to one designated new tenant. The new tenants will receive the dwelling unit "as-is".

### *PARTIAL ASSIGNMENT:*

(Less than the total number of tenants responsible for the dwelling unit)

#### Tenant Requirements

- Current tenant(s) must be current on rent and have no outstanding balances. All current tenants must sign the Partial Assignment of Lease.
- New Tenant(s) must submit an application(s) and pay any application fees (\$40 each).
- Current Tenant(s) will pay a **\$100** administrative fee with one check. Fee must be paid in order for assignment to be approved.
- If the security deposit is in the name of the current tenant who is assigning his or her portion of the lease, they must transfer the deposit to one of the remaining tenant's name or to the new tenant. A "Transfer of Deposit" form will need to be completed in order for this occur.
- Assigning tenant will transfer keys to remaining or new tenant(s).

#### Landlord Requirements

- Landlord will process applications in a timely manner.
  - Provide tenants with a copy of the current lease.
  - The Landlord will not perform a move-out inspection until the end of the current lease.
  - The Landlord will not approve for any assignment of lease until all conditions are met. (Although a current tenant may move out, the tenant will still remain responsible for the lease if the Landlord does not approve the assignment.)
- C. Cancellation refers to canceling of the Agreement without regard to the remainder of the term.
- D. Continuing Liability. In a sublease agreement, Original Tenant shall remain liable under the terms of this Agreement and shall continue to be liable for rent, utilities, cleaning and any other obligations under this Agreement.
- E. Security Deposit. If the Tenant is allowed to sublease, all original and new deposits are kept until the end of the original agreement. If the Tenant is allowed to complete a full assignment, the original Tenant may have the deposit refunded 30 days after a checkout appointment is completed.
- F. Time to Vacate Unit. If Tenant fails to vacate the Unit by noon on the day before the New Tenant is to take occupancy, Tenant shall be considered a holdover and will be held responsible for damages under the Iowa Code.
- G. Not a Novation. Tenant agrees that unless Tenant is released as provided above, the New Agreement executed by the New Tenant shall not constitute a novation, but shall be treated as an assignment and Tenant shall be deemed to have executed such New Agreement as part of the assignment.

**22. ASSIGNMENT BY LANDLORD.** Landlord reserves right to assign its interest in this Agreement, and any sums received or to be received. This Agreement may be terminated by Landlord in the event of the sale of Premises, or if the Premises must be altered or razed by giving Tenant's 30 days written notice. The termination time and yielding of possession shall be specified in the notice.

**23. LEASE CANCELLATION FEE/BUYOUT OPTION.** If Tenant is unable to fulfill the terms of this contract, a 30 day notice will be required and payment of the lease cancellation fee as listed no later than the last day of the notice period:

- 1 bedroom \$1000
- 2 bedroom \$2000
- 3 bedroom \$3000

During the notice period, Landlord shall attempt to re-lease the stated address and give no special arrangements to attempt to channel prospective residents to the listed address of this contact.

**24. HOLDOVER.** If Tenant remains in possession without Landlord's written consent after expiration of the term of this Agreement or its termination, Landlord may bring an action for possession. If Tenant holds over, Landlord may also be entitled to recover the actual damages sustained by Landlord, double rent per IURLTA, and reasonable attorney's fees allowed by court.

**25. SERVICE FEE.** When a Tenant is in violation of this Agreement, including the violation of a Rule, it shall be considered a material noncompliance with the terms of the Agreement and a service fee may be charged. In addition, Tenant may be responsible for any damages caused by the violation. The service fee, and additional charges for damages when applicable, will be charged to the rent account and be treated as provided above. Tenant shall pay the service fee within 10 days of receiving written notice of the service fee. All service fees charged by Landlord are based on the estimated cost to Landlord for bookkeeping and staff time both to obtain proper payment or to resolve violations. The service fees provided in this Agreement shall be as follows:

- Failure to put/keep utilities in Tenant's name: \$50
- Unauthorized occupant: \$75
- Not ready for pre-determined checkout time: \$50
- Violations not otherwise indicated: \$25

**26. CHECKOUT APPOINTMENT.** Tenant agrees to the checkout appointment time scheduled in the term of the lease. If the Tenant is not ready for the checkout appointment, a fee as outlined in section 24C of the additional provisions, shall be assessed. Tenant will receive guidelines from Landlord concerning carpet cleaning and apartment cleaning. (See the Guide to Your Move-Out Inspection). All utilities contract for by Tenant must remain turned on and in Tenant's name through the end of the term of this Agreement.

**27. CLEAR AND PRESENT DANGER.** Tenant shall not create or maintain or permit Tenant's guests, invitees or minor children to create or maintain, a threat constituting a clear and present danger to the health or safety of other tenants, the Landlord, or Landlord's employee or agent or any other person within 1000 feet of the Premises. If Tenant violates this provision, then Landlord, after a single three days' written notice of termination and notice to quit, may file suit against Tenant for recovery of possession. A clear and present danger shall include, but not be limited to the following grounds:

- Physical assault or the threat of physical assault.
- Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
- Possession of a controlled substance unless the controlled substance was obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice. This paragraph applies to any other person on the premises with the consent of the Tenant, but only if the Tenant knew of the possession by the other person of a controlled substance.
- Tenant's refusal to obey a valid order of any law enforcement official.
- Tenant's receipt of more than two municipal infraction citations for violations of city ordinances relating to rental housing in six months.
- Tenant's reckless use of a motor vehicle anywhere on the premises.

**28. GUESTS AND INVITEES.** Tenant shall be responsible for the actions of or damage done by Tenant's guests, invitees and minor children as these actions relate to the terms of this Agreement and the Rules.

**29. NOTICES.** Any notice for which provision is made to this Agreement shall be in writing and may be given by either party, Landlord or Tenant, to the other in addition to any other manner provided by law in any of the following ways: (a) personal delivery, (b) service in the manner provided by law for the service of original notice, or (c) sending the Notice by certified or restricted certified mail to the last known address of the party being served. The place for the payment



## ADDITIONAL PROVISIONS & RULES

of rent as provided in Par. 2 shall be the place designated by Landlord for receipt of any such notice.

### 30. CONSTRUCTION, ENTIRE AGREEMENT, FALSE STATEMENT.

- A. Words/phrases shall be written in singular or plural number, and masculine, feminine or neuter gender, according to the context.
- B. This Agreement, Tenant's Application and any document signed by the parties including any application for consent to assign or sublet constitute the entire agreement between the parties; and no statement, representation or promise with reference to this Agreement and any repairs, alterations or improvements, or any changes in the term of this Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant. This Agreement is valid if signed in counterparts in the event Tenant, Co-Tenants, or Guarantors sign separate copies from that which Landlord executes. A faxed copy containing a signature which was original before being faxed may serve as an original of this Agreement.
- C. It shall be considered a breach of this Agreement if any Tenant provides false or misleading information on a rental application if such information is material to Landlord's determination whether to rent a unit to the particular Tenant.

**31. DISCLOSURE OF INFORMATION.** It is Landlord's normal policy not to disclose information regarding tenants, however, Landlord provides no assurance of confidentiality. It is possible that such information may be disclosed because of inadvertence, but not in bad faith. Information may be released to individuals with whom we have a business relationship. (i.e. lenders, buyers, vendors, utility companies, government authorities, police, etc.) Tenant specifically authorizes Landlord to release information relating to Tenant's occupancy to other landlords or creditors.

**32. ZERO TOLERANCE TO DRUGS.** Landlord does not allow any drugs or drug paraphernalia to be used or possessed at any of its properties. Tenant acknowledges that Landlord intends to cooperate with governmental authorities, including the police, by informing these authorities if Landlord has reasonable grounds to believe that Tenant, Tenant's guest or invitees are engaged in illegal activity on the property. If Tenant, Tenant's guests or invitees are found in possession of drugs or drug paraphernalia, Landlord may pursue legal remedies.

*The following paragraphs have been adopted to promote the convenience, safety, and welfare of the resident on the premises, to preserve Landlord property from abuse, and to provide fair access to the services and facilities provided for the use of the resident. Failure to comply with these can result in the assessment of a fee or the termination of your lease. Fees become due as part of rent in the month following the assessment of the fee. All fees left unpaid upon the vacating of your apartment will be subtracted from your deposit. Fee amounts are listed after each individual rule.*

**33. NOISE.** Pianos, radios, televisions, stereos, exercise equipment, and other such devices shall not be played or operated above a volume audible outside the Unit at any time. Furthermore, it shall be considered unreasonably loud if such devices or the tenants and guests themselves result in any complaint from neighbors regarding noise from the resident's premises. \$25.00 fee for first complaint. \$50.00 fee for second and each subsequent complaint. More than two complaints within the lease term may result in the termination of your lease. However, Landlord reserves the right to give the statutory notice for violation of lease terms after any complaint.

**34. ALCOHOLIC BEVERAGES.** No alcoholic containers larger than 2 gallons (Kegs, Pony Kegs, Party Balls, etc.) are permitted on the premises (including parking lot). Tenant shall not consume nor allow occupants, guests or invitees to consume alcoholic beverages in the Common Area. \$75.00 fee for first complaint. \$150.00 fee for second and each subsequent complaint. More than two complaints within the lease period may result in the termination of your lease. However, Landlord reserves the right to give the statutory notice for violation of lease terms after any complaint.

**35. SMOKING.** Absolutely no smoking is allowed in any Unit or Building. \$50.00 fee for first complaint. \$100.00 fee for second and each subsequent complaint. More than two complaints within the lease period may result in the termination of your lease. However, Landlord reserves the right to give the statutory notice for violation of lease terms after any complaint. Apartments that have a smoking violation are required to show Evidence of smoke damage restorative treatment on the carpet cleaning receipt upon

move out. Smoking outside the apartment must not disturb other tenants. Tenants who smoke outside of the building must dispose of all smoking material (butts, empty packs etc.) in safe, closeable and appropriate containers. Improper disposal will result in a \$50 fee.

**36. PARTIES.** The number of persons present in an apartment at any one time may not exceed fifteen unless the Tenants notify Landlord in advance. The Tenants must give Landlord 24-hour notice. Failure to give notice may result in a \$100.00 fee. However, Landlord reserves the right to give the statutory notice for violation of lease terms after any complaint.

**37. VEHICLES, PARKING AND GARAGES.** Tenants shall park vehicles only in designated parking spaces. Tenant shall not allow any vehicles to park or stand in No Parking Area, lawn, along driveways, curbs, on sidewalks, ramps, or fire lane, even for brief loading and unloading. Tenant shall not allow any washing, repair or storage of any motor vehicle on the Premises. Without written consent of Landlord, Tenant shall not park or allow any occupant of Tenant's unit to park a motor vehicle in the parking lots associated with the Unit which do not meet the following standards: It is operable, it is currently licensed, it is a passenger vehicle no larger than an 8-passenger van, and it is in a safe and presentable condition. Tenants are Responsible for informing their guests of parking restrictions. Cars or trucks shall not be driven or parked on the lawns for any purpose including moving. Any damages resulting there from shall be assessed against the offending resident.

- A. Un-assigned Spaces: There are a limited number of parking spaces overall. Tenant agrees to a limited number of vehicles; the number of vehicles parked by Tenants or in association with a Unit should not exceed the number of bedrooms.
- B. Multi-Lot Parking: Providence Pointe, Golf View, and Riverwood have unassigned spaces at multiple "parking lots" at their respective locations. Tenants at these properties may park in marked spaces of any of these "parking lots".
- D. Parking lots will be patrolled by the towing company to remove vehicles that are not parked correctly. All Towing is at the vehicle owner's expense. Warnings or tickets will not precede towing so that immediate removal and compliance may be achieved.
- F. Rental Storage: Garages and extra Parking:
  1. Garages may be used for storage and extra parking. Garages must be leased for a minimum of 30 days. A 30 day written notice must be given to cancel usage of garages.
  2. Snow Removal: Tenants with garages agree to maintain snow and ice removal at a minimum of 1 foot from their garage doors to prevent malfunction or damage to the door, and to keep this area safe from slipping.

**38. DRAINS, GARBAGE DISPOSALS.** Tenant is responsible for all drains, waste pipes and garbage disposal clogs in unit including the cost of cleaning any partial or complete blockage during occupancy. Garbage disposals must be used with care. They are easily jammed and clogged with aluminum pop can tabs, aquarium gravel or sand. Even small amounts of soft food leftovers will clog the pipe if the disposal is not used with a generous amount of water. Be careful that no grease, coffee grounds, food, toys, etc. go down the drains. Toilets and main sewer lines are most often clogged by feminine products marketed and sold as "flushable". Paper towels, excessive toilet paper, are other significant causes. Tenant cost for unclogging depends on time and difficulty.

**39. BEHAVIOR.** Unseemly behavior and conduct is absolutely prohibited. Residents obligate themselves and their guests not to do, or permit to be done, anything that will annoy, harass, embarrass, or inconvenience any of the other residents, visitors, occupants, employees or subcontractors in said or adjoining premises. \$25.00 fee for first complaint. \$50.00 fee for second and each subsequent complaint. More than two complaints within the lease period may result in the termination of your lease. However, Landlord reserves the right to give the statutory notice for violation of lease terms after any complaint.

**40. COMMON AREAS, STORAGE.** The common areas of the premises such as halls, stairways, laundry rooms, trash containers, storage areas, garages, driveways, parking lots, and entrances or exits to the building shall be used solely for their appropriate and intended purpose. Residents must not place or allow belongings, trash or debris in furnace closets, yards, halls or any common area. There is a minimum \$25



## ADDITIONAL PROVISIONS & RULES

cleanup fee per complaint. Resident shall not use any of these common areas for any other purpose and shall prevent their children, if any, from using such areas as play areas. All of these areas must be kept free of obstructions such as toys, bicycles, grills, and other personal property owned by residents. Landlord reserves the right to confiscate any property found left in these areas. Bicycles should not be stored inside the premises except for long-term winter storage and such storage shall not create any safety hazard nor damage the premises.

**41. SILLS, DECKS, PATIOS.** Nothing shall be placed, or kept on the outer sill or on the outside of any window. No shades, swings, hammocks or clotheslines shall be hung from deck/patio. No items of clothing or rugs shall be draped over deck railing for any period of time.

**42. WINDOW TREATMENTS AND INTERIOR DECORATIONS.** All windows shall be properly curtained or draped. Bed sheets, blankets, or materials other than actual blinds or curtains shall not be used to curtain or drape any windows. All decorations must be carefully removed upon move out. Excessive, poorly filled, or unfilled holes will be repaired at the tenant's expense. Avoid the use of adhesives on walls for decorating regardless of product claims: residue from these products must be cleaned and the wall painted at the tenant's expense.

**43. CHRISTMAS TREES AND HEATERS.** Tenant shall not leave electrical heaters, decorative lighting, or other temporary or auxiliary heat producing devices unattended. Tenant shall not permit any lamp, heater or other device fueled by kerosene or petroleum in the Unit. Tenant shall not permit Natural or live Christmas Trees, wreaths or garlands (or other naturally combustible decorations) in the Unit. Tenant shall not permit extension cords to be used across a walk-way, or for unsafe lengths or loads.

**44. CANDLES AND INCENSE.** The use of candles or incense is strongly discouraged. Limited use is allowed under these conditions: Tenant shall not sleep during the use of or leave candles or incense unattended. Tenant acknowledges that candles leave soot on walls, and that visible soot damage requires sealing and painting at the Tenant's expense. Tenant acknowledges that incense leaves odor that must be removed via extra carpet cleaning or painting at the Tenant's expense.

**45. SIGNS, EXTERIOR.** No signs, notices, or advertisement shall be attached to or displayed by residents on or about the premises. Any window or exterior decoration may be subject to removal by the tenant at the request of Landlord.

**46. SATELLITE DISHES.** No satellite dish may be installed without prior permission from Landlord.

**47. DAMAGE, REPORTING.** All residents shall be responsible for damage caused by them or their guests as a result of their negligence, carelessness, or misuse of the property or equipment. All damage shall be reported promptly to Landlord. Landlord will correct any such damage at the expense of the responsible resident(s).

**48. ODORS AND CLEANLINESS.** Residents shall not cause or permit any unusual or objectionable odor to be produced upon or emanate from the leased premises, adjacent buildings, or grounds. Trash must be in plastic bags, tied closed and regularly disposed of in provided dumpsters. Residents must keep the inside of the apartment in a clean, sanitary, healthy condition.

**49. LEAKS AND MALFUNCTIONS.** The resident shall promptly report all leaking water and electrical or mechanical malfunctions observed in his/her rental units and/or building.

**50. PETS.** Written authorization of a pet is required, which shall be documented in a separate Pet Rider to be signed by both tenant and landlord. No exotic pets or visitor's pets, except those that have received expressed prior permission from Landlord. \$50.00 fee for the first violation. \$100 fee for the second violation. More than two violations during your lease period may result in the termination of your lease. Pets assisting the handicapped will be allowed if written notice is given to Landlord. If an unauthorized pet is discovered on the premises, the Tenant shall immediately seek authorization of the Landlord for the pet and if Landlord authorizes the pet the Tenant shall pay any and all necessary pet fees immediately. For the purpose of assessing the amount of said fees the Tenant agrees that such amounts shall be calculated as though the pet was present on the Premises on the first day of Tenant's lease term and shall take the form of additional rent to be added to Tenant's next scheduled rent payment.

**51. LIGHT BULBS.** Residents are responsible for replacing non-working light bulbs in all light fixtures of their apartment. (This includes outdoor and appliance light bulbs.) All light fixtures should have working light bulbs in them upon vacating.

**52. PEST CONTROL.** Tenant shall be responsible for pest control costs when pests are (a) found only in the Unit and not adjoining units or (b) discovered to result from Tenant's activities. Landlord shall be responsible for the cost of pest control where treatment is required for multiple units. Tenant is responsible to follow instructions from the pest control service including moving furniture, clearing requested areas and providing access to the Unit. Where failure to follow these instructions results in additional costs for moving, cleanup or treatment, the Tenant be assessed to cover these costs.

**52.**

**53. SMOKE DETECTORS.** Residents are responsible for maintaining charged batteries in all battery-operated smoke detectors located in the leased premises.

**54. WATERBEDS.** Waterbeds are not permitted except on the ground floor apartments. Consent shall not be granted without proof of rental insurance and landlord may require an additional security deposit of \$100.00.

**55. LOCKS, LOCKOUTS AND KEYS.** No additional locks may be put on any door without the consent of Landlord, nor shall residents, without the consent of Landlord, change any locks. All lockouts will be assessed a \$25.00 fee payable at the time of the assistance call (photo ID required). Replacement keys will be charged at \$10.00 for each key replaced. Replacement of deadbolts or locks will be charged \$75.

**56. FURNITURE.** Occupants shall not remove or permit to remove any upholstered furniture or other furniture intended for indoor use to the yard, porch, deck or patio for use as outdoor furniture. A \$25 fee is assessed for non-compliance.

**57. GRILLS ON DECKS/BALCONIES.** The use and storage of open flame charcoal grills are not permitted on any patio or balcony. Propane grills are allowed on decks that contain sprinklers but **MUST** be used with extreme care and away from any wall or railing. The usage of any grill on balconies that do not contain fire sprinklers is strictly prohibited.

**58. CHECK OUT.** A complete check-out appointment has been scheduled (see lease term) and is required before the end of the lease period. Resident must adhere to the predetermined checkout schedule. A \$50.00 fee is assessed for failure to complete a check-out before the end of the lease period.

**59. CLEANING UNIT/NORMAL WEAR & TEAR.** We are attempting to offer clean, well-maintained apartments. The unit you are moving into is in this condition; if you see anything to the contrary, please advise Landlord at once. We expect you to return the apartment to us in a "normal wear and tear" condition. A standardized turnover fee will be deducted from your security deposit to cover the expense of normal wear and tear as listed:

ONE BEDROOM	\$180
TWO BEDROOM	\$200
THREE BEDROOM	\$220

**60.** Below are some representative cleaning charges that may be charged if cleaning **exceeds** "normal wear and tear" and is not completely covered by the standardized turnover fee. This list is not all-inclusive; nor is it a list of services we want to provide as a cleaning company

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would. Cleaning and damage fees change depending on severity, labor and material costs. It is meant to encourage you to leave the apartment in as good condition as possible.

Sample of Cleaning Fees - Complete cleaning instructions are available from the Landlord

Inside of cabinets	\$20.00
Tops of cabinets	\$30.00
Outside of cabinets	\$20.00
Counter Tops	\$20.00
Refrigerator	\$50.00
Floor under fridge	\$20.00
Inside oven	\$35.00
Floor under stove	\$20.00
Clean Kitchen floor	\$30.00
Dishwasher seal/jamb	\$10.00

Sink	\$10.00
Repair Drywall	\$10.00 to \$150.00
Wash window	\$25.00
Wash window blind	\$20.00
Replace light bulb	\$5.00
Cleaning carpet	\$0.40/psf
Washing walls & woodwork	\$55.00/room
Paint bedroom	\$125.00
Paint bedroom Ceiling	\$60.00
Bathroom Clean	\$155.00
Ceiling fan	\$15.00
Bath vent cover	\$10.00
Light fixture	\$5.00
Late/Missing key or garage opener	\$10.00
Utility Service off early	\$25.00

