

Dwelling Unit Rental Agreement

It Is Agreed <> between The Niehoff Family Trust referred to in this Agreement as Landlord, and Joy Kath, as Tenant(s) that Landlord lets to Tenant, and Tenant leases from Landlord the following Premises (sometimes referred to as the Unit) in Story County, Iowa: The home located at 17741 570th Ave, Ames, Iowa 50010

1. **Term.** The Term of this Rental Agreement shall be from 12:00 noon on **September 1, 2018** to 12:00 noon on **August 31, 2019**.
 2. **Rent.** Tenant agrees to pay Landlord, as rental for said term, **\$1,500** on and **\$1,500** on the first day of each month (the Due Date) thereafter during the Term, with the exception that if the first day of the Term is later than the twentieth day of the month Tenant(s) will pay the partial and one full month's rent on or before the first day of the Term. Tenants shall pay Landlord at <>, or another address as Landlord may direct, **No Later Than the Dates Provided Above**.

Tenant shall pay a late payment of \$20.00 for each day the rent is paid after the Due Date, up to a maximum of \$100.00. Rent is payable immediately by Tenant; or, Landlord may proceed under paragraph 3 below. Even if Landlord elects to charge a late payment fee, Tenant must still pay rent on the Due Date in each month thereafter. Tenant must pay rent by personal check, cashier's check, or money order, but not cash. If more than two of Tenant's personal checks are dishonored in a 12 month period or if rent is ever paid more than three days after the Due Date, Landlord at Landlord's option may require Tenant to pay by cashier's check or money order only. **For each dishonored check Landlord may charge Tenant the maximum fee allowed by Iowa Code 554.3512 or similar section.**

3. **Nonpayment of Rent.** If rent is unpaid when due, and Tenant fails to pay rent within 3 days after receiving a Notice from Landlord, then Landlord may proceed under the Iowa Uniform Residential Landlord and Tenant Act (IURLTA). If rent is unpaid because of a dishonored check, Landlord may also elect to proceed under Code 554.3513 which, under certain conditions, allows recovery of triple the amount of a dishonored check, up to \$500.00 plus the amount of the check. Dishonored checks must be made good by cashier's check or money order. During the three-day Notice period, Tenant may only cure the unpaid rent or a dishonored check with a cashier's check or money order.

4. **Security Deposit.** When Tenant signs this Agreement, Tenant shall pay Landlord in trust \$1,500 (no more than two months' rent) as a rental deposit pursuant to the IURLTA. Even if the deposit comprises partial payment from several tenants, Landlord shall be entitled to treat the sum as a single deposit under the IURLTA.

5. **Utilities and Services.** Tenant is responsible to place all utilities indicated below in Tenant's name prior to the beginning of the Term for the entire Term. Tenant shall be responsible for these utilities even if Tenant leaves the Premises during the Term. Tenant acknowledges that, prior to the Tenant signing this Agreement, Landlord explained to the Tenant any utility rates, charges and services that must be paid by the Tenant to the Landlord in addition to those paid by Tenant directly to the utility company. If Tenant fails to put appropriate utilities in their name, and Landlord receives a bill for those utilities, a \$25 service fee is assessed by Landlord. The fee may be waived if bill is under \$50, utility is paid, and service is put in Tenant's name within 10 days of Landlord notification to Tenant. If bill is not paid promptly, the \$25 service fee and any unpaid utilities will be charged to Tenant and be treated as unpaid rent. In addition, late fees may be assessed and a 3-day Notice may be served. Tenant shall reimburse Landlord promptly for any utilities due from Tenant to Landlord. Utilities (subject to any attached utility or electrical addendum attached to this Agreement) shall be paid by the party indicated below:

Electricity - <> Tenant	Water/Sewer - <> Tenant	Lawn Care - <> Tenant
Garbage - <> Tenant	Gas - NA	Snow Care - < Tenant
Cable TV - <> Tenant.	Parking - NA	Garage #<> access for one car in big shed

<>Garage rental is for the length of the Term. One garage is included in the rent. Use of the garage is subject to the Rules.

6. **Joint and Several Liability/Guarantors** The undersigned guarantors (if any) agree to guarantee performance of all Tenants with respect this Agreement. Tenants and Guarantors acknowledge that each is jointly and severally liable under this Agreement, unless otherwise agreed in writing by Landlord. "Jointly and severally liable" means that Landlord may hold any individual Tenant or Guarantor responsible for all of the obligations of Tenants, such as rent or damages. Landlord shall not be required to accept partial payment from any individual Tenant or Guarantor, nor shall acceptance of partial payment release that Tenant or Guarantor from joint and several liability. The joint and several liability of Tenants and Guarantors shall also extend to the actions of or damages caused by Tenant's guests and invitees.

7. **Additional Provisions.** Tenant agrees to provisions in paragraphs 8 to 33 on attached pages. In addition, Tenant is subject to the Rules adopted by Landlord, a copy of which has been provided to Tenant. Landlord may, from time to time, and in the manner provided by law, modify the Rules.

q If the Premises was constructed prior to 1978, Landlord has provided Tenant a lead based paint disclosure form and the booklet *Protect Your Family From Lead in Your Home.*

by The Niehoff Family Trust Landlord
 Name: Robert Niehoff Title

Tenants:
 Name: Joy Kath SSN
 Name: _____ SSN

Additional Provisions

8. **Manager** Robert Niehoff, 17741 570th Ave. Ames, Ia, 515-203-0248, RNIEHOFF@GMAIL.COM is agent designated by owner to manage the premises.

9. **Occupancy Limits and Extra Person Charge**

Only those who sign this Agreement as Tenants and their dependent children may occupy the Unit. **Occupancy shall be subject to state and local zoning and rental housing laws, which may prohibit occupancy of certain parts of the unit or limit the number of unrelated occupants. Tenant shall not use any part of the basement as a bedroom without the written consent of the Landlord.** Tenant shall not permit more persons to occupy the Unit than allowed by law, nor shall Tenant allow occupancy of portions of the Unit where not allowed by law. Occupancy by any other person, other than Tenants and their dependent children, even on an overnight basis is prohibited, unless approved by Landlord in writing. Landlord reserves the right to (a) limit the number of occupants and (b) charge a **service fee of \$75** (see paragraph 28) for any unauthorized occupant which fee shall be paid by Tenant within 10 days of assessment. Limits for units follows:

Efficiency - 1 person	3 Bedroom	- 6 people
1 Bedroom - 2 people	4 Bedroom	- 8 people
2 Bedroom - 4 people	5 Bedroom	- 10 people

Extra Person Charge: If Landlord permits an “extra person” to occupy the Unit the following charges shall be paid by the Tenant per day for each day an extra person occupies the Unit. An “extra person” is any person over 2 people in 2 bedroom, 3 people in 3 bedroom, or 4 people in 4 bedroom. The extra person charge shall be:

If Tenant pays all utilities	\$0.00 per day
If Landlord pays water/sewer	\$5.00 per day
If Landlord pays heat, water/sewer and/or guarantees any gas and/or electric	\$15.00 per day

Note: If there is a budget, this extra charge will go into the budget.

10. **Access**

Landlord shall have right, subject to Tenant’s consent (which shall not be unreasonably withheld) to enter the Unit in order to inspect it, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided that Landlord may enter the Unit without Tenant’s consent only in case of emergency or as otherwise provided in the IURLTA. 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, this Agreement or the Rules which presents a clear and present danger to other Tenants. If Tenant denies Landlord reasonable access, Tenant may be responsible for damages, such as 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 Premises or Common Areas which, at Landlord’s discretion, may or may not be monitored or recorded.

11. **Fixtures and Improvements**

- a. **Tenant shall make no structural alterations without Landlord’s written consent.** Tenants shall *not* do, or permit any interior decorating/remodeling without Landlord’s written consent. Interior decorating/remodeling shall include, but not be limited to: painting, wallpapering, removal or replacement of existing door or window locks, addition of locks to doors or windows, replacement of doors or windows, nailing, tacking, gluing, or taping anything to the walls, floors, or ceilings. Reasonable use of “T” Pins and 3M removable hangers for wall hangings is permitted. Tenant will be responsible if used in excess. Tenant shall surrender possession of the Unit in as good repair and condition as the same is now, or may hereafter be placed (except for ordinary wear and tear and non-negligent damage by fire or the elements), at the end of the Term.
- b. Any installation of additional cable outlets requires prior written approval from Landlord and must meet the following conditions: (a) the installation must be completed by a professional installer and (b) any alterations to the wall must be cosmetically attractive and structurally sound with no exposed wires on walls or under carpet. Consultation must be made with the Landlord as to the location of the outlet. Tenant is responsible for any damage caused to the Unit due to installation or operation of the additional outlet. Tenant must pay charges from cable TV providers unless such charges are included in the rent. Any cable outlets added by Tenant become the property of the Landlord without payment by Landlord.
- c. Tenant shall leave Unit at the end of the Term and surrender to Landlord all keys. **Tenant may only have duplicate keys if they are made by Landlord.** 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. 3 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.
- d. Any fixtures attached to doors, windows or wood and all alterations, additions or improvements made by Tenant, shall become the property of the Landlord without any payment from Landlord.
- e. Satellite TV dishes may only be installed by Tenant if they the requirements of Landlord’s standard satellite TV dish Addendum and comply with any Rules.

12. **Landlord Maintenance** Landlord shall:

- a. Comply with requirements of building and housing codes materially affecting health and safety.
- b. Make all repairs required by this Agreement and applicable law and keep Unit in a habitable condition.
- c. Keep common areas in a clean/safe condition, but Landlord shall not be liable for any injury caused by objects or materials which belong to Tenants, or which Tenants may have placed in the common areas.
- d. Maintain in good, safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators, 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, except when Tenant is designated responsible in Par. 5.

- f. Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the Premises that includes the Unit is not required by law to be equipped for that purpose or the Unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.

13. **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 the Unit as clean and safe as the Unit's condition permits.
- c. Keep all plumbing fixtures in the Unit as clean as their condition permits.
- d. Pay charges from phone company. Landlord is responsible for having one working jack at the beginning of the Term. Tenant may enter into a maintenance agreement with phone company. No additional phone lines or jacks may be added without the prior written consent of Landlord. Tenant shall pay all charges attributable to adding additional phone lines. If additional lines are added, all jacks are to be modified in such a way that all jacks will work on all lines, to assure that a future Tenant will not have difficulty having phone service. Any lines and jacks added by Tenant become the property of the Landlord without payment by Landlord.
- e. If Tenant has become an additional Tenant after the beginning of the Term, Tenant acknowledges that Landlord has not inspected the Unit. Tenant agrees to have the Unit acceptable to Landlord standards when at the end of the Term or when vacating the Unit.
- f. All light bulbs have been put in place at the beginning of the Term. Thereafter Tenant shall replace all bulbs with same wattage and type at Tenant's expense.
- g. Provide garbage containers if responsible to do so under Par. 5.
- h. If the Unit is a single family residence, or duplex, Tenant agrees to repair, alter, and remodel, as may be specified on an attached addendum, and signed by the parties. If Tenant is required by the lease agreement to perform lawn care and/or snow care, Tenant must mow, rake, and trim, the lawn. Tenant must remove snow, according to city snow ordinance. Failure to do so will result in a \$25 service fee (see Par. 28) to be charged in addition to the cost of mowing or removing the snow.

14. **Specific Tenant Maintenance** Tenant shall:

- a. Plunge toilets, run exhaust fans when necessary, defrost freezer, notify Landlord to recharge fire extinguisher, use proper cleaning supplies, light pilot lights, change smoke detector batteries, replace furnace filters in appropriate units, (if accessible).
- b. Tenant shall promptly report any leaking water, accumulations of mold, electrical, mechanical or plumbing malfunctions observed in Unit and Premises. If Tenant does not make such reports to Landlord, Tenant may be liable for damages and may be responsible under Sec. 562A.12(3)(b) of the IURLTA to restore the Unit to its condition at the commencement of the Term, ordinary wear and tear excepted.
- c. 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. Dirt and debris added to the carpet from use are not normal wear and tear because carpet was professionally cleaned prior to move in. Carpets must be cleaned prior to move out as provided in Sec. 26.

- d. Reasonably use electrical, plumbing, sanitary, heating, ventilation, air conditioning, other facilities and appliances, including elevators. Tenant shall not shut heat off or set the thermostat below 60 degrees during winter months.
- e. Storm doors and garage door openers when provided are for tenants convenience. Tenant is responsible for maintenance on these items and Tenant shall surrender storm doors and garage door openers in as good repair and condition as the same is now, or may hereafter be placed (except for ordinary wear and tear and non-negligent damage by fire or the elements), at the end of the Term.

15. **Insurance**

Landlord is not the insurer of Tenant's personal property. Landlord does not carry insurance that covers Tenant's personal property. Landlord strongly encourages Tenant to obtain renter's insurance coverage. Waterbeds or aquariums over 25 gallons are not allowed without adequate written proof of renter's insurance which specifically covers water beds or aquariums. Proof of insurance must be provided to Landlord prior to having a waterbed or aquarium in the Unit.

16. **Re-Leasing**

Landlord may elect to send Tenant a proposed new Agreement about 150 days before the end of the Term. Landlord shall not be obligated to re-lease to Tenant. If Tenant desires to continue occupying the Unit, Tenant must sign and return the new Agreement no later than **March 1st or other date specified by Landlord**. Failure to do so will mean Landlord may lease the Unit to another tenant. Such time limits allow Landlord and Tenant to plan for the next Term. Landlord has a right to show unit to prospective Tenants, according to Iowa law.

17. **Fire and Casualty Damage**

If the Unit or Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Unit is substantially impaired, Tenant may (a) immediately vacate the premises and notify the Landlord within 14 days of Tenant's intent to terminate this Lease, in which case this Lease shall terminate as the date of the vacating, or (b) if continued occupancy is lawful, vacate only that part of the Unit rendered unusable 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 Lease terminates under the provisions of this paragraph, Landlord shall return to Tenant any 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. It is agreed by the parties the "substantially impaired" shall mean that the Tenant cannot safely occupy the Unit for a period in excess of seven (7) days.

18. **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 or Pay Rent.** If Tenant fails to pay first month's rent when due or fails to occupy the Unit within 3 days after the first day of the Term, Landlord may elect to treat Tenant's failure to pay rent or occupy the Unit as an

abandonment. Such an election shall not relieve Tenants or Guarantors of liability for damages.

- 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 a security deposit and are subject to Par. 4 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 and Tenant agrees Tenant shall not hold Landlord liable for conversion or pursue any other such cause of action.
- f. **Landlord Agent of Legal Authorities.** If, after a forcible entry and detainer action, Tenant's personal property is removed from the Unit pursuant to Court Order, Landlord shall be deemed to be an agent of the sheriff, police, court or other government body should Landlord be required by these official parties to remove such personal property from public property and place it in Landlord's trash containers, and Tenant shall not hold Landlord liable for conversion or pursue any other such cause of action.

19. Present and Continuing Habitability

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

20. Notices

Any notice for which provision is made to this Agreement, shall be in writing and may be given by either 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 or original notice, or (c) by certified or restricted mail sent to the last known address of the party being served. The place for the payment of rental, as provided in Par. 2, shall be the place designated by Landlord for the receipt of any such notice; and, unless provided herein, Landlord shall receive a receipt for notices and demands upon the agent.

21 Assignment and Subletting

- a. **Prohibition, Definitions.** Tenant shall not assign this Agreement, nor sublet the Unit or any part of their interest, without prior written consent of Landlord. The term

"assignment" means a transfer of the rental obligation for the remaining term of this Agreement. The term "sublease" means a transfer of the rental obligation for the term less than the remaining Term of this Agreement. The consent of Landlord to an assignment or subletting shall not release Tenant from liability under this Agreement unless agreed to in writing by Landlord. Any assignment or subletting shall be made as follows:

- b. **Application to Assign or Sublet.** In the event Tenant desires to assign or sublet, Tenant shall cause a rental application to be submitted to Landlord by the proposed assignee or sublessee. With the application, the proposed assignee or sublessee shall submit to Landlord a preliminary security deposit equal to one month's rent for the unit. The Tenant concurrently shall submit a non-refundable fee of \$200 if Tenant does not desire to be released from liability or \$250 if Tenant does desire to be released. The decision whether to release shall be in the Landlord's sole discretion. Tenant agrees that this fee reflects a reasonable estimate of the cost to the Landlord of processing the application and making a determination whether the proposed assignee or sublessee is suitable.
- c. **Release from Liability.** In the event Landlord elects not to release Tenant from the liability Landlord shall retain \$200 of the Tenant's application fee. If Landlord elects to release Tenant from liability, Landlord shall retain \$250 of the Tenant's application fee.
- d. **Discount to Tenant.** Whether or not Landlord elects to release Tenant, Landlord may at Landlord's sole discretion, give Tenant a discount of \$25.00 on the non-refundable fee if Tenant has located an assignee. If a question arises whether Landlord or Tenant located the assignee, the assignee shall determine which party made the initial contact.
- e. **Deposit.** In the event Landlord elects to release Tenant, Tenant's security deposit shall be returned in accordance with IURLTA. A full deposit will be required of all assignees or sublessees. If the preliminary security deposit is insufficient, the Tenant's security deposit shall not be released until the proposed assignee or sublessee has paid the additional amount necessary to constitute a full deposit.
- f. **Chronology.** Landlord shall have until three days after the next periodic rent payment date after the assignee or sublessee takes possession of the Unit to determine whether to release Tenant from liability. Until Tenant receives notice in writing from Landlord that Landlord has released Tenant, Tenant shall remain liable under the Agreement, and shall continue to be liable for rent, utilities, cleaning and any other obligations under this Agreement. If an assignee or sublessee is approved by Landlord for a particular occupancy date, Tenant agrees to vacate the dwelling unit by 12:00 noon on the last business day proceeding the particular occupancy date. In the event Tenant fails to do so, Tenant shall be treated as a Tenant holding over after the end of a lease term.
- g. **New Agreement.** Tenant agrees that any assignee or sublessee shall execute a new Dwelling Unit Rental Agreement, and appoints Landlord as Tenant's attorney-in-fact for the purposes of executing this new Agreement, which shall be considered an assignment or sublease. Tenant agrees that the rent under this new Agreement may be greater than under this Agreement. In the event the rent under the new Agreement is less than under this Agreement, Tenant shall be responsible to pay Landlord the difference, unless otherwise agreed to in writing by Landlord and Tenant.
- h. **Not a Novation.** Tenant agrees that unless Tenant is released in writing from liability as provided above, the new Agreement shall not constitute a novation, but shall be treated as an assignment or sublease, as the case may be. Tenant shall be

deemed to have executed such Agreement as part of the assignment or sublease. Tenant consents to the term of the new Agreement being longer than the balance of the term of this Agreement. Landlord and Tenant agree that only that portion of this longer term, which equals the remainder of the term of this Agreement, shall be considered the assigned or sublet part of this Agreement with the assignee or sublessee. After this implied remaining term has expired, Tenant shall no longer be liable for the defaults of the assignee or sublessee.

22. Assignment by Landlord

Landlord reserves right to assign its interest in this lease, and any sums received or to be received from or on behalf of Tenant. This lease may be terminated by Landlord in the event of the sale of premises in which the Unit is located, or if Premises must be altered or razed, by giving Tenants 30 days written notice. The termination time and yielding of possession shall be specified in the notice.

23. 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 and, if allowed by law, double rent and reasonable attorney's fees as allowed by Court.

24. Local Ordinances

If local ordinances require display of any local letters of compliance or certificates issued by the local governing bodies to the Tenant, Tenant acknowledges that Landlord has displayed such to Tenant.

25. Mortgage Conditions

Tenant acknowledges that owner may have already mortgaged or may in the future mortgage the premises in which the Unit is located to a lender, which lender may have imposed or will impose certain conditions upon leases of the mortgaged premises. In order to comply with those conditions, Landlord has included the following provisions, with which Tenants agree to comply.

- a. **Inspection.** Tenant agrees to allow representatives of the lender to inspect the unit, subject to the provisions of Par. 10.
- b. **Estoppel certificates.** If required, Tenant agrees to execute an estoppel certificate in form and substance acceptable to the lender.
- c. **Information.** If required, Tenant agrees to provide information concerning the condition of the Unit, the terms of this Lease, and other such reasonable information concerning the Landlord-Tenant relationship as requested by lender.
- d. **Subordination.** Tenant agrees that this Lease shall be subordinate to the provisions of the loan documents executed by the owner with respect to the mortgage and to any subsequent mortgages or security interests granted by owner of the premises.

26. Checkout Appointment

At least 10 days prior to the end of the Term, Tenant agrees to schedule a checkout appointment to occur before the end of the Term. Tenant must be present at the checkout appointment. Prior to checkout appointment, Tenant shall have the Unit cleaned and shall have removed all Tenant's personal property from the Unit. **Upon vacating the Unit, Tenant must hire a carpet service to professionally shampoo all carpets to meet Landlord's standards. A receipt for cleaning must be shown at the time of inspection.** Carpets must be scheduled for cleaning prior to inspection; failure to do so will result in a \$25 service fee (see Par.

28) charged in addition to the cost of carpet cleaning due to the difficulty of arranging vendors at the last minute. Tenant will receive guidelines from Landlord concerning checkout. (See The Guide to Your Move-Out Inspection). All Utilities must remain turned on and in the Tenant's name through the end of the Term.

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 employees or agents or any other person within 1000 feet of the Premises. If Tenant violates this provision, then Landlord, after a single three days' written Notice may file suit against Tenant for recovery of possession. A clear and present danger shall include, but not be limited to the following grounds:

- a. Physical assault, arrest for physical assault or the threat of physical assault.
- b. Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
- c. 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.
- d. Tenant's refusal to obey a valid order of any law enforcement official.
- e. Tenant's receipt of more than two municipal infraction citations for violations of city ordinances relating to rental housing in six months.
- f. Tenant becoming a registered state sex offender.

28. Service Fees

When a Tenant is in violation of this Agreement, including the violation of a Rule, it is considered material noncompliance with the terms of the Agreement and a service fee may be charged (refer to specific paragraph of the Agreement or the specific Rule for amount 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 added to the Rent and be treated as unpaid Rent, late fees may be assessed, and a 3-day Notice may be served if not paid. Tenant shall pay the service fee within 10 days of receiving written notice of the violation. All service fees charged by Landlord are based on the estimated cost to Landlord for bookkeeping and staff time both to obtain proper payment and/or to resolve lease violations.

29. Guest and Invitees.

Tenants are responsible for the actions of and or damage done by their guests, invitees and minor children as these actions relate to the terms and rules of this Agreement.

30. PHA Leases.

If this lease is written in conjunction with a Public Housing Authority (PHA) lease, Landlord is relying upon PHA assistance to meet Tenant's financial obligations. Therefore, if PHA assistance is terminated for any reason, Landlord and Tenant agree that the Term shall, at the election of Landlord be converted to a month-to-month tenancy effective the date Landlord receives notice that PHA assistance will be terminated. Such election shall be given to the Tenant in writing as soon as reasonably possible after Landlord receives notice of the termination of PHA assistance.

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. Tenant agrees that information may be released to individuals with whom Landlord has a business relationship, (I.e. lenders, buyers, vendors, utility companies, government authorities, police, etc.). Tenant specifically authorizes Landlord to release information relating to Tenants occupancy to other landlords or creditors.

32. Zero Tolerance to Drugs.

Landlord does not allow any illegal 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 is engaged in illegal drug use or other illegal activity on the Premises. If Tenant is found in possession of illegal drugs or drug paraphernalia or Tenant is convicted of manufacture of or possession with intent to deliver a controlled substance, whether or not on the Premises, Landlord reserves the right to serve the resident with a 3-day Notice pursuant to Iowa Code 562A.27A. This notice may result in the resident having to vacate the unit within 3 days of receipt, effectively ending Tenant's occupancy of the Unit. However, Tenant's responsibility to pay rent would not be terminated.

33. Construction, Entire Agreement, False Information on Application

- a. Words/phrases shall be written in singular or plural number, and masculine, feminine or neuter gender, according to the context.
- b. This Agreement, any addendum to it, the Application of the Tenant and any document signed by the parties relating to assignment or sublease of the Agreement, constitute the entire agreement between the parties hereto with respect to subject matter hereof; and no statement, representation or promise with reference of this Lease and any repairs, alterations or improvements, or any changes in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant. It is valid if signed in counterparts in the event Tenants, co-Tenants, or Guarantors sign separate copies which Landlord executes.
- c. The term "unit" or "dwelling unit" shall have the meaning stated in the Dwelling Unit Rental Agreement. The term "common area" shall mean that the area in and around the dwelling unit which is accessible by all Tenants of the Premises in which the Unit is located. The term "Premises" shall include both the Unit, the building in which the Unit is located and the common areas.
- d. A faxed or emailed copy of this Agreement, containing an original signature made by a party prior to faxing or emailing to the other party, shall be effective as a copy with an original signature.
- e. Tenant shall not provide false or misleading information on the rental application. If the information is material to the Landlord's decision to rent the Unit, Tenant will have breached this provision.

1. Alcoholic Beverages

Tenant shall not permit kegs whether or not containing alcoholic beverages on the Premises. Tenant may not avoid this rule by obtaining a permit from the City. Tenant shall be responsible for any damage caused by Tenant's invitees in connection with the consumption of alcoholic beverages on the Premises and shall hold Landlord harmless from any liability for such damage. Violating this rule constitutes material noncompliance with the Agreement. Tenant shall pay a **\$75 service fee** (refer to Par. 28) within 10 days of Landlord's assessment, in addition to any damages caused to the Premises by Tenant or Tenant's guests or invitees.

2. General Conduct and Applicability. Tenant shall not:

- a. Do or permit to be done anything that will annoy, harass, embarrass, discommode or inconvenience any of the other Tenants or occupants in said or adjoining premises. Unseemly behavior and conduct is absolutely prohibited.
- b. Negligently destroy, deface, damage, impair, or remove a part of the premises, or knowingly permit a person to do so.
- c. These Rules shall apply to Tenant's guests and invitees, unless the context indicates otherwise.

3. Noise. Tenant shall not:

- a. Play pianos, radios, TVs, stereos, or other disruptive noises above a volume audible outside the Unit.
- b. Since each Tenant is required by this Agreement to conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of their Unit, any time the Landlord receives a reasonable complaint from a neighbor that noise will be considered audible outside the Unit. The offending Tenant shall then reduce the volume until it does not disturb the complaining neighbor or the offending Tenant will have violated this rule.

4. Pets. Tenant:

- a. **Shall not permit pets (other than small fish) to be in the Unit or on the Premises, whether visiting or otherwise.** If violated, Landlord may charge Tenant a **\$75 service fee for each violation** (refer to paragraph 28), which Tenant shall pay within 10 days of receiving written notice of the charge. Landlord considers violation of this rule serious because of damage done by pets to Units and Premises. In the event Tenant is in violation of this rule, Tenant shall at Tenant's expense have the carpet in the Unit professionally cleaned, deodorized and, if deemed necessary by Landlord, treated for fleas and ticks.
- b. May have an animal that is medically necessary or necessary to assist a Tenant or a Tenant's permitted family member with a disability will be permitted on the Premises under the appropriate circumstances but only with Landlord's written consent.

5. Motor Vehicles, Parking, Garages. Tenant shall:

- a. Park motorcycles in designated areas.
- b. Not have or permit vehicles in excess of the following limits. Landlord permits no more than **1 car for one bedroom unit and 2 cars for two, three, or four-bedroom units** to park on the Premises without prior written permission from Landlord.
- c. All vehicles parked must be parked in designated lots and must: (1) be operable (2) have a current license; (3) be a passenger vehicle only (vehicles larger than a passenger van are not permitted); (4) be in a safe condition (i.e. not having sharp edges caused by rust or body damage) and (5) not display graffiti

on them. Vehicles may not be stored longer than 14 days without written permission of Landlord except in a garage or, in the event of a current accident. In case of a current accident a Tenant shall have three weeks to facilitate repair of the vehicle, unless a longer period is granted by written consent of the Landlord.

- d. Not park on lawns or in designated "No Parking" areas, even while loading or unloading. Damages shall be assessed against the offending Tenant.
- e. Shut and lock all garage doors. Tenant is responsible that no snow is under door and within 6" from the door.
- f. Not operate any business from or inside garages.
- g. Not drive or permit to be driven any semi-trailers on the Premises unless with prior written permission of Landlord.
- h. Not leave vehicle running in a garage.

6. Furniture, Christmas Trees, Etc. Tenant shall not:

- a. Place or permit any upholstered furniture or other indoor furniture in the yard or porch for use as lawn furniture.
- b. Use kerosene heaters, lamps and petroleum powered vehicles in the Unit.
- c. Place any live Christmas trees in the Unit without written permission from landlord. Artificial trees are allowed.

7. Painting or Alterations

No painting/alterations shall be done to any part of premises without the Landlord's written permission. Tenant may repair damage to walls provided it is done in a good and workmanlike manner. Landlord may provide touch-up paint, but Tenant agrees, if quality of work is not good or touch-up paint that does not match, to pay at least part of any repair or repainting cost.

8. Bicycles.

Tenant shall not place or allow to be placed any bicycles in the Unit. The use of a bicycle bag is permitted.

9. Odors, Use of Grounds, Keys.

- a. Tenant shall not allow objectionable odors to be produced in the Unit or on the Premises.
- b. Tenants living in a multiple unit buildings are presumed to be aware that they may smell cooking and smoke odors from other units in the building. Landlord will make a reasonable attempt to reduce those odors, but shall not be held liable, nor shall it be deemed a violation of the Agreement should Tenant continue to smell such cooking or smoke odors.
- c. Smoking of cigarettes, pipes or cigars is not permitted in the units. Should Tenant allow smoking the Tenant acknowledges that smoke can cause damage to a unit, which may be in the form of burns, stains, odor offensive to non-smokers or similar damage. This type of damage will not be considered ordinary wear and tear, but will be treated as damage for which the Tenant will be responsible. Treatment of the damage may require deodorizing, sealing and painting surfaces and repairing or replacing carpet.
- d. Tenant agrees to put all trash and garbage in plastic bags and dispose of these bags in garbage cans. Tenant shall not leave garbage or trash in hallways or laundry rooms. Trash that can be traced to a Unit that is found other than in the dumpster or proper containers will subject the Tenant to a \$25 service fee.
- e. Tenant may plant flowers or a garden with Landlord's prior written consent, which shall only be granted if Tenant agrees to restore area to its original condition at end of lease term.

f. Tenant shall use discretion in put ice melting products or salt on sidewalks or stoops. Overuse of these products will cause damage to concrete for which Tenant is responsible.

g. If Tenant requests Landlord open Tenant's Unit, Tenant shall be charged **\$10** for the 1st time and **\$25** for every time thereafter. Key replacement will be charged at \$3.00 per key. (Refer to paragraph 28)

10. Entrances, Exits, Commons. Tenant shall not:

- a. Block entrances and exits in the Premises.
- b. Improperly use halls, stairs, laundry rooms, storages, garages, driveways, and parking lots.
- c. Use toys, bikes, grills, or other property in common areas. Landlord may pick up and hold personal property to protect Tenants from injuring themselves.
- c. Attach, display signs, notices, or ads anywhere on the Premises.
- d. Drink alcoholic beverages on the Premises other than in Tenant's Unit.
- e. Use extension or running cords in outdoor outlets, between rooms within unit, or from inside outlets for outside use. (Since most of the doors and windows have metal skins on them, there is an electrocution hazard if the cord were to be accidentally cut.)
- f. Attach or use Christmas lights outside the Unit without consent of landlord.
- g. Use satellite dishes or exterior antenna systems without landlord's written permission.
- h. Use or store grills of any type on decks, patios, outside windows on ground floor Units or inside the Units. At some complexes, Landlord may provide an area to grill.

11. Washers, Dryers, Etc.

- a. Tenant shall not install a washer, dryer, air conditioner, freezer or other electrical appliance that uses significant electricity without Landlord's prior written consent. Such consent shall be conditioned upon the wiring of the building being sufficient to handle the appliance. If, after consent is given, wiring proves insufficient, then use of appliance shall cease. In the event an appliance is allowed under this Rule, and the Unit is subject to a utility guarantee by Landlord, Tenant agrees to a modification of the guarantee to reflect the increased cost due to the appliance.
- b. Tenant use of all laundry equipment, provided by the Landlord, shall be at the Tenant's own risk. Landlord is not responsible for damages to Tenant's personal property.
- c. In certain units, washers, dryers, portable dishwashers, and window air-conditioners are provided on an AS-IS basis only.

12. Windows Tenant shall:

- a. Not cover windows with plastic, unless it is 3M-type shrink plastic, or use adhesive tape or nails to cover windows.
- b. Not rest items on outer window sills or deck ledges.
- c. Properly curtain or drape all windows. Bed sheets, blankets, or other materials shall not be used accomplish this.
- d. Not hang or shake tablecloths, dust cloths, towels, curtains, rugs, carpets, or clothing from any window, door, or balcony.
- e. Use window blinds properly and notify Landlord if window blinds are off track or not working. Failure to do so may cause Tenant to be responsible for additional damage.
- d. Not hang clothes or plants from valances or window treatments.

13. Pests

Tenant shall be responsible for pest control costs when pests are confined only to Tenant's Unit and not adjoining ones, and when pests infestation occurs as a result of Tenant's failure to properly clean. Landlord will provide pest control that requires treatment of multiple Units. Tenant agrees to cooperate with extermination attempts and follow instructions from Landlord or exterminator including removing belongings from cabinets and closets if necessary. If Tenant fails to cooperate, any additional costs incurred by Landlord will be assessed to the Tenant, including re-treatment of individual and/or multiple units.

14. Satellite TV Equipment

For rules and regulations regarding the use of satellite equipment see Landlord's satellite TV equipment addendum.

15. Tenant Responsibility of Others

Wherever in these Rules it refers to a responsibility of Tenant to do or refrain from doing some act, Tenant shall be responsible to cause or restrain Tenant's minor children, guests and invitees from doing the same act.

16. Rental Application. Tenant shall not provide false or misleading information on the rental application. If the information is material to the Landlord's decision to rent the Unit, Tenant will have breached this Rule.

17. Schedule of Fees for Violations

The following schedule of fees are hereby agreed to by Tenant as reasonable liquidated damages from violations of these Rules. This list is for the convenience of reference for the Tenant. The fee set by the Agreement or elsewhere in these Rules shall supersede any fee listed below should there be a difference.

- a. Lockouts: \$10 for the first time, \$25 for everytime after.
- b. Lost Key (See Provision 11c): \$3 for replacement
- c. Utility Hookup: \$25
- d. Unauthorized Occupant: \$75
- e. Snow Removal/Mowing Lawn (see Provision 13e in Lease): \$25 in addition to mowing/snow removal cost.
- f. Failure to Schedule Carpet Cleaning: \$25
- g. Keg (including empty): \$75
- h. Unauthorized Pet: \$75
- i. Lost Parking Permit during Lease: \$5
- j. Unreturned Parking Permit: \$25
- k. Bicycle in Building: \$50
- l. Removal of Tenant Garbage in the common area of interior and exterior of the building (see Rule 9d): \$25

Tenant agrees that this schedule of fees for violations is reasonable in light of the estimated cost to Landlord of dealing with the violations and the desire for certainty between the parties.