

DWELLING UNIT RENTAL AGREEMENT

IT IS AGREED, This [DATE OF LEASE] by and between [ENTITY], landlord, and [TENANT NAMES] Tenants. That Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Story County, Iowa, to-wit: Apartment Number [NUMBER] in the apartment building locally known as [Address], Ames, Iowa.

hereinafter referred to as the "dwelling unit" in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Rental Agreement shall be from [LEASE START] to and including 8:00 A.M. on [LEASE END].
2. **RENT.** Tenant agrees to pay to Landlord, as rental for said term as follows: \$ [AMOUNT] per month, in advance, the first rent payment becoming due upon the [DATE], and the same amount per month, in advance, on the First day of each month thereafter during the term of this Rental Agreement. Rent is considered late on the 2nd day of the month.

Late fees are as follows:
2nd-4th day of the month \$15
5th day and over \$35

All sums shall be paid to the Landlord at 258 Hyland, Ames, Iowa or at such other place as Landlord may, from time to time direct.

3. **SECURITY DEPOSIT.** At the time of execution of this rental agreement, Tenant shall pay to Landlord in trust the sum of \$ [AMOUNT], (not to exceed two months rent) to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.

4. **USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence. An absence shall be considered "extended" if it is longer than 14 days.

5. **UTILITIES & SERVICES.** Utilities and services shall be paid for by the party indicated below:

Electric: [LANDLORD or TENANT]	Gas: [LANDLORD or TENANT]	Cable: [LANDLORD or TENANT]
Water and Sewer: [LANDLORD or TENANT]	Garbage: [LANDLORD or TENANT]	Internet: [LANDLORD or TENANT]
Snow Removal: [LANDLORD or TENANT]	Lawn Care: [LANDLORD or TENANT]	

6. **UTILITY RATES.** Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

7. **MANAGER.** First Property Management whose phone number is 515-292-5020 and address is, 258 Hyland Ave, Ames, Iowa 50014 is the firm designated by Landlord to manage the premises and to receive and receipt for all notices and demands upon the owner of the premises.

8. **MAINTENANCE BY LANDLORD.** Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.
- (c) Keep all common areas of the premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed, by a tenant in the common areas of the premises used by Tenant.
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.
- (e) Provide and maintain appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal.
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling 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.

If the dwelling unit is a single family residence, it is understood and agreed that Tenant shall perform the Landlord's duties specified in Paragraphs (e) and (f) above, and shall also make whatever repairs, alterations and remodeling, and perform whatever maintenance tasks, as may be specified on an addendum, which shall be attached hereto, and signed by the parties.

9. **MAINTENANCE BY TENANT.** Tenant shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provision of building and housing codes materially affecting health and safety.
- (b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
- (c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (d) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
- (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

In addition, if the dwelling unit is other than a single family residence, Tenant shall perform those repairs, maintenance tasks, alterations or remodeling as shall be specified in a separate writing signed by the parties and supported by adequate consideration; and Landlord shall not treat performance of such separate agreement as a condition to an obligation or a performance of this Rental Agreement.

10. **RULES.** All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises. All rules are a part of this Rental Agreement.

11. **ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, provided however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

12. **ASSIGNMENT, SUBLETTING, SALE.** Tenants shall not assign this lease, or sublet the apartment hereby leased or any part of their interest thereof, without prior written consent of Landlord. There is a \$100.00 fee for subletting payable at the time of the sublet. All sublets are subject to approval by Landlord. Landlord reserves the right to assign his interest in this lease, and any sums received thereunder, on sale or lease of the apartment building. This lease may be terminated by giving Tenants 30 days written notice in event of sale, or if possession is required for removing the building or buildings or materially altering or improving them. Time of termination and yielding of possession by Tenants shall be at the end of such period so designated in the notice.

13. **FIXTURES AND IMPROVEMENTS.** Tenants shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all

alterations, additions or improvements made by Tenant; without any payment therefor. Tenant shall make no structural alterations without Landlord's written consent. Tenant shall surrender possession of said premises to the Landlord in as good repair and condition as the same are now, or may hereafter be placed (ordinary wear and tear, non-negligent damage by fire or the elements excepted), at the expiration of this lease without notice to quit. Tenants shall not do, or cause to be done, any interior decorating or remodeling unless Landlord consents in writing. Interior decorating shall include, but not be limited to: painting; wallpapering; removal of doors, locks or windows; nailing, tacking, gluing or taping anything to the walls or floors.

14. **FIRE OR CASUALTY DAMAGE.** If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify the Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case the Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only the part of the dwelling unit rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

15. **NONPAYMENT OF RENT.** In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement by giving Tenant a 3-day Notice to Quit.

16. **NONCOMPLIANCE BY TENANT.** If there is a material noncompliance by Tenant with the rental agreement or noncompliance with Paragraph 9 materially affecting health and safety, Landlord may deliver a written notice to Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days, and the rental agreement shall terminate as provided in the notice subject to the provisions of this section. If the breach is remediable by repairs or the payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, Landlord may terminate the rental agreement upon at least fourteen days written notice specifying the breach and the date of termination of the rental agreement.

17. **FAILURE TO MAINTAIN.** If there is noncompliance by the Tenant with Paragraph 9, materially affecting health and safety that can be remedied by repair or replacement of a damaged item or cleaning, and the Tenant fails to comply as promptly as conditions require in case of emergency or within fourteen days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value of it as rent on the next date when periodic rent is due, or if the rental agreement has terminated, for immediate payment.

18. **ABANDONMENT.** If Tenant abandons the dwelling unit, Landlord will make reasonable efforts to rent it at a fair rental. 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 dwelling unit shall not constitute an acceptance of any abandonment. In the event Tenant abandons personal property in or about the dwelling unit Landlord's obligations with respect to such property shall be limited to the obligation to (a) protect it from injury if removed by Landlord from the dwelling unit and (b) notify Tenant that such property will be disposed of by sale or otherwise if Tenant fails to claim it within 30 days.

19. **HOLDOVER.** If Tenant remains in possession without Landlord's consent after expiration of the term of the rental agreement or its termination, Landlord may bring an action for possession and if Tenant's holdover is willful and not in good faith Landlord, in addition, may recover the actual damages sustained by the Landlord and reasonable attorney's fees. No consent under this paragraph shall be valid unless it is in writing and signed by Landlord.

20. **PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.

21. **NOTICES.** Any notice, for which provisions is made in this Rental Agreement shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (i) by personal delivery, (ii) by service in the manner provided by law for the service of original notice, or (iii) by sending said Notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place for the payment of rental, as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises.

22. **CONSTRUCTION.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

23. **ENTIRE AGREEMENT.** This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation of promise with reference of this Rental Agreement, or the premises lease, or any repairs, alterations or improvements, or any changes in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

24. **ADDENDUM TO APARTMENT LEASE AND RULES.** Attached rules and addendum are an integral part of this lease.

ALL PARTIES TO THIS LEASE ARE INDIVIDUALLY BOUND TO THIS ENTIRE LEASE.

EXECUTED IN DUPLICATE at Ames, Iowa on [DATE]. [ENTITY]

For the Landlord

DISCLOSURE OF AGENCY
THE AGENT NAMED BELOW REPRESENTS THE LESSOR:

FIRST PROPERTY MANAGEMENT

I/WE acknowledge receipt of a copy of this disclosure and confirm my/our understanding of the disclosed agency relationship.