

## DWELLING UNIT RENTAL AGREEMENT

IT IS AGREED, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by and between ("Landlord") and

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

(Collectively the "Tenants"),

that Landlord hereby lets to Tenants, and Tenants hereby lease from Landlord, the following described premises situated in Story County, Iowa, to-wit: Ames, IA 50014

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. OCCUPANCY LIMIT.** No more than a total of \_\_\_\_\_ unrelated persons, including tenant(s), may occupy the dwelling unit as their place of residence during the term of the lease.

**2. TERM.** The duration of this Rental Agreement shall be from the \_\_\_\_\_, to and including the \_\_\_\_\_. **Lease expires at 12:00 noon on this date. A 7 day extension will be granted if the property is well maintained by the tenants. An inspection will be required prior to the expiration of the lease.**

**3. RENT.** Tenants agrees to pay to Landlord, as rental for said term, as follows: \_\_\_\_\_ **per month**, in advance, the first rent payment becoming due upon the \_\_\_\_\_ and the same amount per month, in advance, on the 1<sup>st</sup> day of each month thereafter during the term of this Rental Agreement. A \$20.00 per day service fee will be added to all monthly payments received after midnight on the second of each month for up to a \$100 max.

**All sums shall be paid online or in the form of one check to \_\_\_\_\_ and mailed to \_\_\_\_\_ or at such other place as Landlord may, from time to time, direct.**

**4. SECURITY / DAMAGE / RENTAL DEPOSIT.** At the time of execution of this Rental Agreement, Tenants shall pay to Landlord in trust the sum of \_\_\_\_\_, to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.

**5. USE-ABSENCES.** Unless otherwise agreed in writing, Tenants shall occupy and use the above-described property as a dwelling unit. The dwelling unit shall not be used for any form of commercial enterprise, for any home occupation, for any hobby that generates storage requirements exceeding 30 cubic feet, for any hazardous activities involving the use or storage of explosives or highly flammable substances, or for any other activity that is not an ordinary and customary residential use. Tenants shall not use the dwelling unit in a manner that unreasonably disturbs the enjoyment of neighboring dwelling units by third parties. **NO PERSON SHALL SMOKE CIGARETTES, CIGARS, PIPES OR OTHERWISE USE TOBACCO PRODUCTS IN THE DWELLING UNIT.** Tenants shall make no unlawful use of the dwelling unit and agrees to comply with all applicable municipal, state and federal regulations, ordinances and laws. **Illegal drugs are strictly prohibited, and authorities will be notified.** Tenants shall notify Landlord of any anticipated extended absence, consisting of more than fourteen (14) consecutive days, from the premises not later than the first day of the extended absence.

**6. OFF-STREET PARKING.** The dwelling unit includes \_\_\_\_\_ off-street parking spaces for the storage of Tenants' automobiles.

**7. ANIMALS.** Tenants shall not keep nor have in the dwelling unit any mammals, reptiles, birds, fish,

rodents, insects, or other living creatures. No animals are allowed except instances that are in accordance to lowa code 216c or federal housing guidelines. A written statement from a qualified professional verifying the need for the support animal is required. There shall be no exception to this prohibition unless it is authorized in writing by the Landlord. If an animal is allowed, a separate Animal Addendum must be signed by tenants, which may require additional fees, rents or other charges. Tenants must not feed stray or wild animals.

If a tenant or any guest violates the animal restrictions (with or without your knowledge), you will be subject to damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling at any time during the term of occupancy (with or without our consent), the tenant will be charged for defleaing, deodorizing, and shampooing.

**8. UTILITIES.** Utilities shall be furnished and paid for by the party indicated on the following:

Electricity	Tenants
Gas	Tenants
Water/Sewer	Tenants
Trash Removal	Tenants
<b>Lawn Mowing</b>	
Snow Removal	Tenants
Cable	Tenants
Phone	Tenants
Internet	Tenants

Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore 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.

**9. MANAGER.** \_\_\_\_\_ whose address is \_\_\_\_\_ is the person designated by Landlord to manage the premises and to receive and receipt for all notices and demands upon the owner of the premises.

**10. INSURANCE.** Landlord and Tenant shall each be separately responsible for insuring their respective property interests in the dwelling unit and the personal property kept in the dwelling unit against hazards and casualty losses and against liability to the third parties in regard thereto; and neither Landlord nor Tenant shall have any responsibility for providing insurance protection.

**11. 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, Tenants in the common areas of the premises used by Tenants.
- (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 Tenants, 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 Tenants and supplied by direct utility connection.

If the dwelling unit is a single family residence, it is understood and agreed that Tenants 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.

**12. MAINTENANCE BY TENANTS.** Tenants 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 Tenants occupy and use 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 Tenants 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 or herself 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, Tenants 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.

**13. RULES.** All existing rules concerning the Tenants' use and occupancy of the premises have been furnished to the Tenants in writing. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenants' use and occupancy of the premises.

**14. ACCESS.** Landlord shall have the right, subject to Tenants' 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 Tenants' consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

**15. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only with Landlord's consent in writing. If departing or remaining residents find a replacement resident acceptable to Landlord before moving out and Landlord expressly consent to the replacement, subletting, or assignment then:

1. an administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
2. you will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**16. FIXTURES AND IMPROVEMENTS.** Tenants shall not attach any pictures or shelves to any wall or install any other fixture in the dwelling unit or make any alterations, additions or improvements to the dwelling unit or redecorate any part of the unit without the prior written approval of Landlord. 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 Tenants, without any payment therefore. Tenants shall make no structural alterations without Landlord's written consent.

**17. 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, Tenants may (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenants' intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling until rendered unusable by the fire or casualty, in which case, Tenants' 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 Tenants all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenants Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

**18. NONPAYMENT OF RENT.** In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenants 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 and Tenants shall immediately vacate the dwelling unit.

**19. PRESENT AND CONTINUING HABITABILITY.** Tenants have inspected the property and fixtures, and acknowledge 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 Tenants' opinion, the habitability and rental value of the premises are affected, then Tenants shall promptly give reasonable written notice to Landlord.

**20. EXTENDED ABSENCE.** Tenant shall notify Landlord of an anticipated extended absence from the dwelling unit of more than 14 days not later than the first day of the extended absence. If Tenant willfully fails to give such notice, Landlord may recover from Tenant actual consequential damages pursuant to section 562A.29 of the Uniform Act.

**21. SURRENDER OF DWELLING UNIT.** Upon expiration of the stated term of this lease or earlier termination of this lease, Tenant shall surrender, yield up and deliver the dwelling unit to the Landlord in good and clean condition, except for the effects of normal wear and tear and depreciation arising from the lapse of time.

**22. LANDLORD'S RIGHT TO RELET.** In the event this lease shall be terminated by reason of the Tenants' default, Landlord may relet the whole or any portion of the dwelling unit, for a period equal to, greater than or less than the remainder of the then current term, for any rent which Landlord may deem reasonable, to any Tenant which the Landlord may deem suitable. Landlord shall in no event be required to pay Tenant any surplus of any rent received by Landlord on a reletting of the dwelling unit in excess of the rent reserved in this lease.

**23. WAIVER BY LANDLORD.** The failure of the Landlord to enforce any provision of this lease by reason of its breach by Tenant after notice thereof is given shall not be deemed to avoid or affect the right of the Landlord to enforce the same provision on the occasion of a subsequent breach by Tenant.

**24. NOTICES.** Any notice, for which provision 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.

**25. 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.

**26. 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 or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenants.

**27. HOLDOVER.** If Tenants remain in possession of the dwelling unit 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 Tenants' holdover is willful and not in good faith, Landlord, in addition, may recover the actual damages sustained by the Landlord. No consent under this paragraph shall be valid unless it is in writing and signed by Landlord. Tenants shall vacate unit no later than noon on the last day of the lease term.

**28. ABANDONED PERSONAL PROPERTY.** Any items left behind by the Tenants after the expiration of this lease will be treated as abandoned by the Tenants and disposed of by the Landlord and any costs of such

disposal will be charged to the Tenants, jointly and severally, regardless of ownership of the personal property. Landlord shall not be responsible for storage of said abandoned personal property and shall not be held liable for the value of any abandoned property left by the Tenants.

**29. ADDITIONAL PROVISIONS.** Dwelling unit must be maintained in a clean and orderly manner during the showing of the dwelling unit to prospective new tenants or prospective buyers.

**30. ADDENDUM.** Please see attached Addendum for additional terms which are incorporated herein by this reference.

**31. LEAD-BASED PAINT.** If the dwelling unit was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home.

**32. CERTIFICATION.** Tenants certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and they are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenants hereby agree to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**33. COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Rental Agreement shall be construed as waiving any of Landlord's or Tenant's rights under the law. In all respects, the terms and provisions of this Rental Agreement are to be construed to comply with all requirements of the Iowa Uniform Residential Landlord and Tenant Act (IURLTA) and all applicable laws. If any term or provision of this Rental Agreement is determined to be invalid pursuant to IURLTA or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Rental Agreement shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Rental Agreement or affect the validity or enforceability of any other provision of this Rental Agreement. Any term of this Rental Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature

## ADDENDUM TO LEASE

Attached to and made part of the lease dated

for the property located at:

1. **RIGHT OF QUIET ENJOYMENT** of your neighbors must be respected and protected at all times. **No loud televisions, stereos, radios, musical instruments or parties allowed.** Profane, obscene, loud or boisterous language, or unseemly behavior and conduct is absolutely prohibited, and Tenant obligates himself and those under him, not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other Tenants or occupants in said or adjoining premises. Pianos, radios, televisions, and other such devices shall not be played or operated at an unreasonable volume at any time, and shall not be operated at a volume audible outside the leased premises between 10:00PM and 8:00AM. Each tenant and their guest(s) are required by his or her lease to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises. NO KEGS, LOUD MUSIC, or PARTIES shall be permitted at any time. No furniture is allowed outside. (Except proper deck or lawn furniture)
2. Fire extinguishers and Smoke Detectors have been checked for proper operation and proper fullness prior to the tenants moving in. Any Fire extinguisher, smoke detector or smoke detector batteries that have been discharged or are missing will be subject to the actual cost to recharge or replace the item plus a service fee.
3. The tenant has deposited with the Landlord the security deposit as set forth in the lease; to cover the cost of any cleaning or repairs to the property. The tenant may not use the security deposit in lieu of rent. Should the tenant attempt to use the deposit in lieu of rent, legal action will be taken.
4. Your carpets were professionally cleaned using the extraction method prior to your move-in date. You are required to leave them in the same condition, less normal wear. A receipt for carpet cleaning using the extraction method must be shown at the time of your move-out inspection. Failure to have your carpets cleaned on or before your move-out inspection date may result in additional costs charged by the carpet cleaning companies for "Same Day" service.
5. Tenant shall not alter, replace or add locks, bolts or install any attachments upon interior or exterior doors without written permission. No drilling of holes or nailing into cabinets or woodwork. No painting or other alterations shall be done without Landlords written permission. Any lost keys or lockouts will be subject to the actual costs to replace the item plus a service fee.
6. Motor vehicles may not be parked on lawns. Vehicles are to be parked in designated areas only. Guests are to park on the street. Any unauthorized vehicles found parked on the lawn or in other designated areas will be ticketed and towed, without notice, at owner's expense. All vehicles parked at the premises shall be currently licensed and in running order.
7. Tenants are responsible for maintaining all windows throughout the dwelling unit. Any broken glass, no matter how it broke, will be charged to the tenants. Tenants are responsible for maintaining any storm doors and their closures that are provided. Any damage to storm doors or closures will be charged to the tenants. Tenants are responsible for maintaining screens for windows and doors. Any rips, tears, or missing screens will be charged to the tenants.
8. All garbage and refuse must be placed in plastic bags and deposited in the covered refuse containers authorized by City of Ames code. Tenants are responsible for arranging for garbage pickup service. Bottles and cans are not to be stored outside in common areas or on decks.
9. Charcoal grills are to be placed on cement boards provided by Landlord if the grills are to be used on wooden decks.
10. If the Tenants have chosen the monthly payment plan, a \$20 per day service fee will be added to all monthly payments received after midnight on the second of each month for up to a \$100 max. In addition, any charges incurred by the landlord for non-sufficient funds (NSF) checks will be charged back to the tenants.
11. No waterbeds on premises without written permission from the Landlord. Proof of rental insurance will be required to receive permission.
12. The dwelling unit is to be occupied by the persons named on the lease only.
13. The Landlord shall have the right to show the property to prospective tenants and buyers, such showing shall be made at reasonable hours and tenants shall be contacted, if available.
14. Tenant(s) must call the utility companies and arrange to have the billing put in their names as of the date of possession. Utilities must remain connected throughout the entire term of the lease. Tenants who disconnect utilities, or are disconnected due to "non-payment", during the term of the lease will be subject to all reconnection service fees.

- 15. The introduction of any flammable liquids into the building is strictly prohibited, including Kerosene heaters, and lamps. Candles are highly discouraged. Tenants will be responsible for any damage done by candles.
- 16. Tenants agree to hang proper window treatments on all windows.
- 17. If tenants request an unnecessary service call, the Tenant shall be charged for the call.
- 18. **No Satellite Dishes allowed without prior written consent from the Landlord.**
- 19. Tenants are responsible to replace all light bulbs with same type and proper wattage at their expense.
- 20. Tenant(s) responsible for snow removal in a timely manner. Tenants will be charged for services provide if snow removal is not provided in a timely fashion. Tenants must comply with city snow ordinance. Any fees assessed by the city for snow removal will be charged to the Tenants.
- 21. No animals allowed without Landlord written permission. Pet-sitting is prohibited. Upon 1st violation tenant shall be subject to the Animal Addendum for any unproved pet(s) seen in their dwelling unit. The tenant will also receive notice of being in Breach of the Lease Agreement. Tenants will be subject to immediate eviction upon second notice.
- 22. All tenants 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 should be reported promptly. It will be corrected by the Landlord at the expense of the Tenant.
- 23. No signs, notices, or advertisements shall be attached to or displayed by Tenants on or about the premises.
- 24. One phone line has been provided to each apartment, duplex, or house. Additional phone lines may be installed at tenant's expense with Landlord's prior written consent.
- 25. Costs of repairs done by tenants to the dwelling unit will not be reimbursed to the tenants unless previously approved in writing by the Landlord.
- 26. Tenants are responsible for correcting plugged drains due to their negligence. If drain problems should occur, contact the Manager. If the problem is other than tenant's negligence, Landlord will pay for the service call. Use of any other service company before contacting Manager will result in the tenants being responsible for the charges no matter what the problem was.

TENANT(S) ACKNOWLEDGES READING THIS ADDENDUM TO THE RENTAL AGREEMENT AND RECEIVING A SIGNED COPY THEREOF:

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
 Tenant Signature

\_\_\_\_\_  
 Tenant Signature

\_\_\_\_\_  
 Tenant Signature

\_\_\_\_\_  
 Tenant Signature