

ASSIGNMENT AGREEMENT

It is agreed by and between _____ ("Landlord")
and _____ ("Tenant"),
that Landlord hereby consents to Tenant assigning the following described premises situated in Johnson County, Iowa, to-wit:

_____ ,
hereinafter referred to as a "Rental Unit," on or about _____ (date desired by Tenant, subject to locating an acceptable party) as allowed under the current Lease between Landlord and Tenant provided the following procedures are followed:

PART 'A' – GENERAL ASSIGNMENT PROCEDURES

- A1. RESPONSIBILITY TO LOCATE A NEW TENANT.** It is Tenant's responsibility to find a party to assign the above-described premises, and bring them to Landlord's rental office to complete an Application for Tenancy. Landlord may assist Tenant in locating a new party to assign Premises, but cannot guarantee that it will locate a new party. Landlord reserves the right to reject any party based upon usual and reasonable qualifying standards. Once a party is approved a Lease will be offered for a term equal to the remaining term, and at the same rent as provided by Tenant's Lease. Rent for any period beyond the remaining term of Tenant's Lease shall be determined at Landlord's current rate, if the assigning party wishes to sign a longer Lease.
- A2. RENT & UTILITY PAYMENTS.** Tenant shall continue to pay rent and utilities on a monthly basis as stated in Tenant's Lease. With the occupancy of Rental Unit by the assigning party, Tenant's responsibility for any additional rent and utilities shall end, provided that this section shall not relieve Tenant from responsibility for the payment of any past due rent, utilities, other charges or damages. A rebate of rent shall be due to Tenant in the event an assigning party pays rent for a period for which Tenant has already prepaid the rent. Any such rebate shall be calculated on a pro-rated basis, and in no event shall Landlord retain more in combined rent from Tenant and assigning party than the usual monthly rent stated in Tenant's Lease.
- A3. ASSIGNMENT FEE.** Tenant agrees to pay Landlord an assignment fee of one hundred dollars (**\$100.00**) for administrative costs at the time this agreement is signed. This fee is *not a termination fee* and is *non-refundable* regardless whether or not Rental Unit is successfully assigned to another party. This agreement will be considered null and void if this fee is unpaid or payment is returned by the bank for any reason whatsoever.
- A4. ASSIGNMENT DATE.** Tenant must vacate Rental Unit *at least* five (5) full business days prior to occupancy by the assigning party to permit Landlord sufficient time to inspect the premises, and make any necessary cleaning or repairs, which shall not be done on evenings, weekends, or holidays. Landlord expects Tenant to return Rental Unit without damages, and in clean & empty condition, in order to avoid move-out charges. Tenant understands that once keys are returned to Rental Office, for any reason whatsoever, Tenant is no longer in possession or control of Rental Unit. Tenant shall be responsible for rent and utilities up to the date of occupancy by the assigning party, regardless when Tenant vacated Rental Unit.
- A5. SECURITY DEPOSIT.** Landlord shall return Tenant's Security Deposit, less any move-out charges, within thirty (30) days, as provided in the Lease between Landlord and Tenant, after such time as the assigning party has taken possession of Rental Unit. In no event shall Tenant accept the new Security Deposit directly from the assigning party, but shall ask the assigning party to make such deposit directly to Landlord. *The amount of the assigning party's Security Deposit shall be that amount currently asked of new tenants by Landlord which may be lesser or greater than the Security Deposit of Tenant.*
- A6. INCOMPLETE ASSIGNMENT AGREEMENT.** If Tenant vacates Rental Unit and fails to complete Part 'B' of this agreement below, Tenant agrees Landlord shall attempt to re-lease the Rental Unit to the first qualifying applicant for the earliest negotiable move-in date.
- A7. DEFAULT.** If Tenant is evicted or abandons Rental Unit during the assignment process, for any reason whatsoever, or Landlord terminates tenancy pursuant to Iowa Code §562A.27 - 562A.27A, Landlord shall consider this agreement void and Tenant shall forfeit the assignment fee. Tenant will remain liable for the rent, late fees and utilities for the remainder of the rental period, pursuant to Iowa Code §562A.32. Pursuant to Iowa Code §562A.4 Landlord shall mitigate Tenant's damages and attempt to re-lease Rental Unit for the current lease term and current market rate of other like Rental Units. Tenant will be responsible for any promotions deemed necessary to re-lease rental unit and shall be charged a **\$250.00** mitigation fee to cover *minimum expected expenses* incurred by Landlord in its attempt to mitigate damages.

LEASING AGENT FOR LANDLORD

DATE

TENANT

DATE

DAY: (_____) _____ EVE: (_____) _____

E-MAIL: _____

PART 'B' – TO BE COMPLETED UPON LOCATING A QUALIFIED PARTY

- B1. ASSIGNING PARTY.** Landlord consents to Tenant assigning the Rental Unit to the following qualified party who has met Landlord's usual and reasonable qualifying standards: _____.
- B2. MOVE-OUT DATE.** Tenant shall vacate Rental Unit and return keys, parking permits, garage remotes, etc. to Landlord's rental office on or before **NOON** on _____ / _____ / _____. If Tenant remains in possession of Rental Unit after the agreed upon Move-Out Date, Tenant may be responsible for damages to Landlord arising from Tenant's holdover, including, but not limited to: **\$40.00** per hour, not to exceed **\$100.00** per day, for delaying Landlord's efforts to prepare Rental Unit for the new Tenant; hotel accommodations if new Tenant is displaced; any loss of rent if new Tenant's lease is terminated pursuant to Iowa Code §562A.22; and attorney's fees if holdover is willful and in bad faith.
- B3. MOVE-IN DATE.** Landlord shall offer a Lease to the Assigning Party that shall begin on **NOON** _____ / _____ / _____. Upon the execution of the Assigning Party's Lease, Tenant's responsibilities for future rent and utilities shall end effective the Assigning Party's move-in date listed above.

LEASING AGENT FOR LANDLORD

DATE

TENANT

DATE

HELPFUL TIPS FOR ASSIGNING YOUR APARTMENT

It is the Tenant's responsibility to find a new renter to assign the apartment. Although Landlord will try to assist, it is best for the Tenant to make every effort to advertise the assignment themselves. Below is a list of advertising options, *some of which are free*, for you to consider.

Please be advised that Tenant is responsible for the content of any advertising created by Tenant, and that Landlord shall not be responsible for inaccurate or misleading rates and/or apartment information. Tenant should only advertise Tenant's contact information to show the apartment and discuss possible move-out/move-in dates. Otherwise, Tenant risks prospective renters contacting Landlord directly, in which case Landlord is obligated to provide information regarding all of Landlord's vacant apartments and assigning Tenants.

WEB LISTINGS: All of the websites below offer FREE web listings.

- **CRAIG'S LIST:**.....<http://iowacity.craigslist.org/hhh/>
- **FACEBOOK MARKETPLACE APPLICATION:**.....<http://apps.facebook.com/marketplace/>
Facebook Marketplace requires a Facebook account and the addition of the Marketplace Application.
- **UNIVERSITY IOWA OFF-CAMPUS HOUSING SERVICE:**.....<http://offcampushousing.uiowa.edu/>
The University of Iowa Off-Campus Housing Service is primarily directed towards students, staff, and faculty, but can be used by anyone.

NEWSPAPER CLASSIFIEDS: All three of the newspapers listed below offer classified ad listings at varying rates. The Daily Iowan is a free newspaper distributed to the University of Iowa campus, residence halls, and student occupied apartment properties. The Iowa City Press-Citizen and the Iowa City Gazette offer classified listings in weekly advertising publications such as the Add Sheet, the Advertiser, and the Marketplace. The Iowa City Press-Citizen and the Iowa City Gazette also offer classified listings on their website, and the Iowa City Press-Citizen has a partnership with Apartments.com.

- **DAILY IOWAN**.....(319) 335-5784
- **IOWA CITY PRESS-CITIZEN**.....(319) 339-7355
- **IOWA CITY GAZETTE**.....(319) 339-3111

BULLETIN BOARDS:

- LAUNDROMATS
- UNIV. IOWA CAMPUS BUILDINGS
- UNIV. IOWA RESIDENCE HALLS
- DOWNTOWN IOWA CITY KIOSKS
- SELECT HY-VEE LOCATIONS
- PAUL'S DISCOUNT STORE

BEFORE ANOTHER PARTY CAN SIGN A LEASE FOR YOUR APARTMENT:

- THE ASSIGNING PARTY, AND ANY ADULT OCCUPANTS, MUST FILL OUT AN APPLICATION FOR TENANCY, PROVIDE VALID PHOTO I.D. AND BE APPROVED BY LANDLORD.
- YOU AND THE ASSIGNING PARTY MUST AGREE UPON A DATE THAT THE ASSIGNING PARTY'S NEW LEASE WILL COMMENCE, AND YOU MUST BE PREPARED TO VACATE THE APARTMENT AND RETURN KEYS TO THE RENTAL OFFICE AT LEAST FIVE (5) BUSINESS DAYS BEFOREHAND.
- YOU MUST COMPLETE 'PART B' OF YOUR ASSIGNMENT AGREEMENT AT THE RENTAL OFFICE BEFORE LANDLORD CAN OFFER A NEW LEASE TO THE ASSIGNING PARTY.

UNDER NO CIRCUMSTANCES SHOULD TENANT ATTEMPT TO LEAVE FURNITURE OR OTHER PROPERTY BEHIND IN THE RENTAL UNIT FOR THE NEW ASSIGNING PARTY. LANDLORD EXPECTS THE RENTAL UNIT TO BE COMPLETELY CLEAN AND EMPTY WHEN TENANT VACATES.