

LEASE AGREEMENT

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

hereinafter referred to as "Rental Unit" in consideration of the mutual promises of the parties herein, and upon the following provisions:

1. **ACCOUNT NUMBER.** The following "Account Number" should be provided when referring to this agreement / Rental Unit: _____
2. **RENTAL PERIOD.** This agreement shall begin at **NOON** on ____/____/____ and end at **NOON** on 07 / 29 / ____.
3. **RENT.** Tenant agrees to pay \$ _____ per month, in full, on or before the first day of each month, without notice or demand, with only one (1) check, by money order(s), cashier's check, or electronic deposit.

Under no circumstances shall Landlord accept partial rent payment or cash payments. Electronic deposits shall require prior written authorization. Landlord shall refuse to hold rent checks submitted more than two (2) weeks before the first of the month when due, and will not deposit any rent check before the first day of any month, except if Tenant requests to pre-pay rent. Rent is due at the Rental Office and may be placed in the dropbox when the office is closed. Rent payments must include Account Number on the memo line.

4. **SECURITY DEPOSIT.** Tenant agrees a Security Deposit of \$ _____ will be held by Landlord as a security against damage to Landlord's property. Tenant agrees Security Deposit is not to be used as advance payment of rent, and is intended to cover any applicable charges owed to Landlord at end of tenancy. If the bank returns Tenant's Security Deposit check, for any reason whatsoever, all agreements can be terminated at Landlord's option.

Tenant agrees to provide Landlord a *written* forwarding address on or before the end of tenancy. Landlord agrees to mail itemized statement of any applicable charges, with Tenant's refund check, payable only to Tenant, within thirty (30) days from the expiration of this Lease, in accordance with Iowa Code §562A.12. If charges exceed the amount of Security Deposit, Tenant agrees to pay remaining balance within thirty (30) days of mailing date of charge statement, or legal proceedings may be initiated.

5. **OCCUPANTS.** Tenant's household cannot exceed a maximum occupancy of _____ (_____) registered occupants to be listed below. All Occupants 18 years of age or older must: 1) Complete an 'Application For Tenancy'; 2) Supply a copy of a current U.S. state or federal issued photo I.D.; and 3) Be approved by Landlord prior to occupying Rental Unit based upon usual and reasonable qualifying standards. Tenant is expected to occupy Rental Unit during the term of this Lease and shall only use Rental Unit as a private residence for those listed below. Unapproved/unlisted inhabitants are essentially trespassers. In addition to other remedies and/or legal action allowed under this Lease, violation of this provision will result in a **\$100.00** penalty.

If any Occupant changes their legal name during tenancy Tenant agrees to promptly arrange for Occupant to provide Landlord with a new Application For Tenancy, completed using their new name with a copy of a current U.S. state or federal issued photo I.D. which must reflect the name change, and Tenant must come to Rental Office to amend the names of the Occupants listed in this agreement.

TENANT/OCCUPANT 1: _____ OCCUPANT 2: _____
OCCUPANT 3: _____ OCCUPANT 4: _____
OCCUPANT 5: _____ OCCUPANT 6: _____

6. **UTILITIES.** Tenant shall be responsible the connection and payment of all utilities during the entire tenancy, except for the following to be paid by Landlord: _____

Tenant is responsible for contacting utility providers to set up Tenant's utilities on or before the beginning of the lease, and to remove these utilities from Tenant's name at the end of the lease term. Tenant agrees to use all utilities paid by Landlord in reasonable amounts and not to install equipment which would materially affect or increase utility consumption. Landlord warrants that Rental Unit is equipped with at least one telephone outlet, and at least one cable outlet for telephone, cable television, and/or internet services. Installation, equipment, and additional wiring shall be Tenant's responsibility to arrange through their service provider at Tenant's expense.

Utility bills that are the responsibility of Tenant but received by Landlord for payment will result in a **\$10.00** surcharge per utility bill for Landlord's handling and payment. If Tenant utilities are disconnected due to non-payment Landlord may pursue immediate legal action for the satisfaction of the Lease, which will result in service of a legal notice, related fees, and may result in eviction. Landlord reserves the right to reconnect utilities into Landlord's name, at Tenant's expense, to ensure no damages occur to Rental Unit fixtures or equipment.

7. **GARAGE.** Rental Unit may include the following garage that shall be considered a part of the Rental Unit under this Lease: _____. Rental Units that include a garage must be used for vehicle parking, otherwise unused garages place added demand on limited parking availability.
8. **VEHICLE REGISTRATION.** Tenant may only register a total of one (1) vehicle per licensed adult Occupant below, not to exceed a maximum of two (2) registered vehicles per Rental Unit. Parking permits are assigned to specific Occupant vehicles and are not transferrable. Lost permit(s) will incur a **\$5.00** replacement charge for each permit. Motorcycles/scooters must be registered, but shall not require issuance of a parking permit.

OCCUPANT: _____ PERMIT # _____ LICENSE PLATE # _____
OCCUPANT: _____ PERMIT # _____ LICENSE PLATE # _____

9. **ABSENCES.** Tenant must notify Landlord, in writing, on or before the first day of any extended absences from Rental Unit of one (1) week or more. Notice by e-mail to rent@hrcic.com, or other designated contact e-mail, is considered acceptable written notice. Such notice should include dates of absence and emergency contact phone numbers, e-mail, or other relevant contact information.
10. **ACCESS.** Tenant agrees Landlord shall have the right, subject to Tenant's consent which shall not be unreasonably withheld, to enter Rental Unit in order to: inspect premises to assure that standards of maintenance, cleanliness and safety are maintained; make repairs, improvements or remodeling; supply services; or exhibit dwelling to prospective or actual purchasers, mortgagees, potential residents or workers, in which case Landlord will provide at least twenty-four (24) hours notice prior to entering Rental Unit. However, Landlord may enter Rental Unit without twenty-four (24) hours notice: in the case of an emergency; Tenant has requested Landlord to perform any maintenance; in cases of abandonment; or if impracticable to secure permission.
11. **ALTERATIONS.** Tenant shall not make any alterations of any kind without the prior *written* approval of Landlord. Before such approval can be given Tenant shall be required to submit a formal written request to Landlord complete with any plans, or documentation related to the proposed alteration. Landlord reserves the right to deny such requests and specifically prohibits the installation of chain locks or other barrier device that prohibits Landlord's permissible access, adhesive hooks, painting, replacement or modification of any plumbing or electrical fixtures, etc. Whether authorized or unauthorized, Tenant shall be responsible for all costs required to restore Rental Unit back to its original condition in a manner approved by Landlord.
12. **ASSIGNMENT.** Tenant shall not assign nor sublease Rental Unit or any portion thereof, without the consent of Landlord, which shall require Tenant to complete an 'Assignment Agreement' with Landlord, pay any past due charges, and pay a non-refundable assignment fee of **\$100.00** to cover minimum expected expenses incurred by Landlord to: show Rental Unit if vacated; process applications; prepare a lease; and credit & criminal background check fees. Under no circumstances shall this fee be considered a termination fee or in any way permit Tenant to "break" the lease. Tenant is solely responsible for locating a new Tenant to assign Rental Unit, and shall remain responsible for meeting all terms of this agreement until either Rental Unit is rented to a new Tenant, or this agreement expires, whichever comes first. Landlord reserves the right to reject any Applicant based upon usual and reasonable qualifying standards.
13. **COMMON AREAS.** Landlord has sole control of common areas and may adopt reasonable rules regarding common area use at any time so long as such rules are provided in writing to Tenants. No shoes, bicycles, garbage, furniture, extension cords, or any other belongings may be attached, left, stored, or placed in hallways, fire egresses, entrances, or other common areas inside or outside of the building. Tenant may be charged for the labor to collect, remove, and dispose of any personal items found in any common areas, or any litter left in common areas by Occupants and/or guests.
14. **CONDUCT.** Tenant agrees to control noise, conduct, and behavior of all Occupants and guests so that they do not interfere with the rights or conveniences of neighbors, especially between 10 PM to 8 AM. Occupants and guests shall not deliberately destroy, deface, damage, abuse, impair, or remove any part of Rental Unit, common areas, building exteriors, grounds, appliances, fixtures, equipment or knowingly permit anyone to do so. Occupants and guests may NOT conduct any acts not in keeping with laws or zoning regulations, or business of any kind on Premises, nor commit any criminal activity on or within 1,000 feet of Rental Unit or any of Landlord's other properties, including, but not limited to: drug related activities; domestic abuse; any verbal or physical threat to harm any other person; or any sexual offense. Complaints regarding a neighboring Occupant's conduct should be immediately reported to local law enforcement and Tenant should obtain documentation before notifying Landlord. Upon receipt of complaint and supporting documentation Landlord shall promptly address any Occupant misconduct and may take legal action to resolve the problem.
15. **CONFIDENTIALITY.** All lease related information held by Landlord, including personal information obtained from Applications for Tenancy, shall be considered confidential and the sharing of such information shall be restricted to: situations required for lease related purposes; when Tenant signs a release authorizing Landlord to share information with a third party; in cooperation with law enforcement; or when required by court order.
16. **CONTACT INFORMATION.** Tenant agrees to provide Landlord with updated contact information for Tenant and all adult Occupants within one (1) week after moving into Rental Unit, if different than originally supplied on Applications for Tenancy. Such information should be submitted in writing and include available: home, work, or cell phone numbers; e-mail; and/or alternate mailing addresses such as a PO Box. Tenant agrees to promptly notify Landlord, in writing, should any contact information change during the term of this Lease.
17. **DECKS/PATIOS.** Tenant may keep furniture designed for outdoor use and fire code compliant gas grills on the deck/patio so long as such items do not impede emergency egress, and/or common area walkways. Potted plants and other reasonable outdoor decorations may also be kept on deck/patio provided they are well maintained by Tenant. Unsightly items including, but not limited to: plastic storage containers, empty pots, bags of soil, undisposed trash and/or recycling shall not be left on deck/patio under any circumstances. Landlord may demand Tenant to remove such items immediately, or Landlord shall have the right to remove and/or dispose of such items at Tenant's expense.
18. **DEFAULT.** If Tenant abandons Rental Unit, or is evicted following Landlord's termination of this agreement pursuant to Iowa Code §562A.27 - §562A.27A, Tenant will remain liable for the rent, late fees and utilities for the remainder of the rental period, pursuant to Iowa Code §562A.32, less any amount obtained by Landlord in re-leasing the Rental Unit. Under no circumstances will acceptance of an abandonment by Landlord be considered a surrender under Iowa Code §562A.29(3), unless otherwise agreed in writing. 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 the cost of any rental promotions deemed necessary to re-lease rental unit. Additionally, Tenant shall be charged a **\$250.00** mitigation fee to cover minimum expected expenses incurred by Landlord in its attempt to mitigate damages, including, but not limited to: advertising expenses; showing Rental Unit to prospective renters; processing applications; credit & criminal background check fees; and other related professional services.
19. **DELAY OF POSSESSION.** Subject to other remedies, if Landlord cannot give Tenant possession of Rental Unit at the beginning of rental period, rent shall be rebated on a pro-rated basis until possession can be given, which rebated rent shall be accepted by Tenant as full settlement of damages occasioned by said delay, and if possession cannot be delivered upon five (5) days *written* notice to Landlord, this agreement may be terminated and prepaid rent and security deposit shall be promptly refunded.
20. **FIRE SAFETY.** Tenant agrees to keep Rental Unit safe, orderly and to: maintain clear paths to all exits and windows; test smoke and/or carbon monoxide detectors regularly and replace batteries when necessary; not tamper with or disable detectors; and notify Landlord if fire extinguisher has been discharged so that it may be replaced. Tenant will NOT hinder access to furnace, and/or store personal belongings in furnace closet. Tenant will NOT use temporary wiring or unapproved extension cords and/or adapters which will be removed immediately if found in use, as only UL listed breaker bars shall be permitted. Tenant understands that burning candles, open-flame decorative devices, scented plug-ins, incense, live Christmas trees, and other open-flame cooking devices are considered serious fire hazards that are prohibited.
21. **GOVERNMENT ORDINANCES.** Tenant must comply with all applicable government building, criminal, fire, health, and/or housing ordinances. Nothing in this agreement shall exclude Landlord rights or Tenant responsibilities afforded under Iowa Code §562A, or other government ordinances.
22. **GRILLS.** *CHARCOAL GRILLS ARE PROHIBITED AT ANY OF LANDLORD'S PROPERTIES.* Gas grills must be set away from the building during use and until turned off and sufficiently cooled to prevent melted siding. Grills should be kept on Rental Unit's deck/patio, and shall not be stored inside rental unit, garage, or any common areas. Pursuant to International Fire Code liquefied-petroleum-gas-filled (LP) cooking devices may be used on decks, patios, or within 10 feet of any building and/or combustible surface as long as the LP tank does not exceed 1-pound LP gas capacity.

23. **GUESTS.** Tenant must limit guest stays to no more than two (2) guests for up to seven (7) days and/or nights per month. Otherwise, Tenant must obtain prior written approval of Landlord, which may be withheld due to occupancy limits. Tenant shall not allow guests with known felony, theft, assault, and/or drug-related convictions. Although provided parking is intended for registered vehicles, guests may park for short, infrequent periods if not abused. However, Landlord reserves the right to perform parking enforcement at all times necessary, and unregistered vehicles may be ticketed and towed.
24. **HOLDOVER.** In accordance with Iowa Code §562A.34 (3), if any Occupant remains in possession of Rental Unit after the expiration of this agreement, Tenant may be responsible for damages to Landlord. Damages may include, but are 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.
25. **ILLEGAL PROVISIONS.** Each provision, sentence, clause, phrase, and word of this agreement is severable. If any part of this agreement is considered illegal, unenforceable, or unconscionable for any reason whatsoever, it shall not affect the legality or validity of the remainder of this agreement.
26. **INSURANCE.** Tenant understands Landlord is *NOT* an insurer of persons or possessions. Landlord shall not be liable for personal injury or death of Occupants, guests, or damage or loss of any personal property for any cause whatsoever. Landlord strongly recommends a renter's insurance policy to protect against loss of personal property, and against any liability should Occupant(s) be responsible for damages to other parties' property.
27. **KEYS/LOCKS.** Entry locks are changed between Tenants. Any adult Occupant listed on this agreement may sign for and pick up Rental Unit keys at the rental office during business hours upon the commencement of this Lease, after first paying any rent due. In the event of a "lockout" an adult Occupant may either check out a spare key from the rental office during business hours, or if after business hours contact Landlord's 'Emergency Maintenance' voicemail at **(319) 354-4488**, which will immediately page Landlord's 24-hour "On-Call" maintenance staff. In either case, identification shall be required, and any after-hours service call will result in an overtime charge. If keys or remotes are ever lost, stolen, not returned at end of tenancy, Tenant requests a lock change or keyless garage door code reprogrammed, for any reason whatsoever, Tenant shall be responsible for the cost of the lock change. Only Landlord is authorized to perform a lock change.
28. **MAINTENANCE.**
- A. **REPORTING MAINTENANCE.** Tenant must provide Landlord immediate and prompt notice of any defects in plumbing, electrical, heating/cooling systems, or in any appliances, fixtures, equipment or any other part of the Premises. If damage to Rental Unit is caused by carelessness, misuse, abuse, or neglect of Tenant, Occupants or guests, Tenant agrees to *either*: immediately contact Landlord's maintenance staff to request repairs and to pay Landlord reasonable cost of all repairs and replacement; *OR* immediately notify and obtain written permission from Landlord prior to repairing the damage at Tenant's expense, in a manner approved in writing by Landlord, and to do so within seven (7) days. **MAINTENANCE REQUESTS SHOULD BE IMMEDIATELY REPORTED TO LANDLORD @ (319) 354-4488. After-hours maintenance issues should be directed first to the 'Maintenance' voicemail menu, and any emergency issues should next be directed to the 'Emergency Maintenance' voicemail which will immediately page our 24-hour "On-Call" maintenance staff.**
- B. **MAINTENANCE RESPONSE.** When a maintenance request is reported to Landlord, Tenant is essentially notifying Landlord of a maintenance issue and authorizing Landlord to access Rental Unit to make necessary repairs. Maintenance requests are immediately prioritized based on urgency, then based on the date reported. Maintenance requests for serious issues such as: heat outage; electric outage; water outage; sewer backup; etc. shall be considered emergencies and receive immediate 24-hour response. All other non-emergency requests will be addressed during normal business hours generally within 1-3 business days after being reported to Landlord. Unless necessary, Tenant should not expect to be contacted prior to Landlord's maintenance response, and need not be present. Landlord's maintenance staff shall knock first before entering any Rental Unit with Landlord's master key, and leave a doorhanger for Tenant following our response with information that the maintenance request was either completed, or requires additional service. Occasionally, some maintenance response requires the services of an outside contractor, in which case Landlord's maintenance staff will either be on-site with the contractor, or prior arrangements will be made with Tenant to schedule service.
- C. **TENANT RESPONSIBILITIES.** In general, Landlord is responsible for maintaining: exterior and interior common areas; building roof and structural elements; electrical, plumbing, heating & cooling systems; and appliance repairs. However, Tenant shall be responsible for any service, repairs, and/or replacement caused by carelessness, misuse, abuse, or neglect of Tenant, Occupants or guests, including any damages caused by or worsened as a result of Tenant's failure to promptly report a known or obvious problem to Landlord. Additionally, Tenant understands and accepts the following maintenance responsibilities:
- Tenant is required to purchase and learn to use a plunger to avoid unnecessary service calls for minor drain clogs;
 - Tenant shall be responsible for the cost to clear any blockage from drain, waste pipe, and/or garbage disposal in Rental Unit;
 - Tenant shall not allow bones, celery, popcorn, gravy, grease, carrot/potato peels, rice, fruit rinds, etc. to be discarded into the garbage disposal or sinks, and shall make sure that the garbage disposal is cleared before running dishwasher;
 - Tenant shall provide shower rods/curtains, which must be draped inside bathtub/shower enclosure with ends pulled tightly during showers;
 - Tenant is responsible for windows, screens, doors (including garage doors) damaged during occupancy, including random acts of vandalism;
 - Tenant is responsible for replacing any dead batteries or burned-out light bulbs within Rental Unit;
 - Tenant shall not permit anyone to tamper with and/or disable any equipment in Rental Unit, except in case of an emergency;
 - Tenant must set thermostat to a minimum 60° Fahrenheit, keep windows closed during winter heating months, regardless whether Rental Unit is occupied, to protect water lines from freezing;
 - Tenant shall properly clean the smooth-top stove's cooking surface with a glass & ceramic stovetop cleaning product. Failure to maintain a clean cooking surface can crack, pit or otherwise damage the smooth-top surface resulting in replacement at the Tenant's expense.
- D. **MAINTENANCE CHARGES.** Tenants will be charged for: maintenance labor, including travel time; required materials; and any invoices for required professional contractor services if any maintenance problems within Rental Unit occur due to carelessness, misuse, abuse, or neglect of Tenant, Occupants, or guests. Tenant may also be charge for any false or inaccurately reported maintenance issues which results in an unnecessary maintenance response. Landlord's maintenance staff charges **\$40.00** per standard hour and a *minimum* of one (1) hour will be billed per service call. Overtime service calls will be billed at a **\$60.00 /hour** "time and a half" rate, and an **\$80.00 /hour** "double-time" rate on holidays.
29. **MANAGEMENT.** Landlord is located at: 913 22nd Avenue, Coralville, IA 52241, ("Rental Office") or any other location designated in writing by Landlord. Any office staff person at the Rental Office is designated by Landlord to receive and receipt for all notices and demands upon the owner of the Rental Unit. Tenant may contact Landlord's Rental Office for all leasing and maintenance issues at: (319) 354-4488. Additional information may be found at: www.hreic.com.
30. **MOLD.** Mold is a natural part of the environment, and requires a significant source of water, moisture or humidity to grow indoors. The Iowa Department of Public Health (IDPH) recommends mold inspection by simple visual examination as opposed to mold testing due to difficulty obtaining meaningful test results, and lack of regulatory levels or guidelines for comparing mold results. When mold problems occur in apartments they are usually caused by failure to properly ventilate bathrooms during bathing or failure to observe and report water leaks. Most mold problems are the Tenant's responsibility to prevent or properly clean with a mild detergent. Tenants who believe they have a serious mold problem must notify the Landlord immediately. Landlord shall follow IDPH guidelines to identify, repair and/or remove any moisture source, then promptly clean and remove any visible mold, which may be at Tenant's expense if caused by negligence. For additional information please visit: www.idph.state.ia.us/eh/healthy_homes_mold.asp.

31. **MOVE-IN INSPECTION.** Tenant must report any defects or damages to Landlord, within three (3) days from the date of occupancy on a 'Move-In Inventory & Condition Form' provided by Landlord for review at Tenant's future move-out inspection. This form is used solely to document move-in condition and is not used to generate maintenance requests. Landlord will withhold Tenant's mail key until this form is completed, signed, and returned to the rental office during business hours. Landlord reserves the right to refuse this form after three (3) days, or reinspect the Rental Unit to verify that damages listed on this form are accurate. Without this report it is assumed Tenant agrees Rental Unit is in decent, safe, sanitary condition, and that all appliances, fixtures, and equipment in Rental Unit are in good working order. Any unsatisfactory cleaning issues should be reported to Landlord within three (3) days from the date of occupancy, but should not be reported on the provided 'Move-In Inventory & Condition Form'. Landlord shall inspect any reported cleaning issues, and if Landlord agrees unsatisfactory cleaning issues exist Landlord will arrange to address cleaning issues within seven (7) days after being reported. However, if Tenant fails to report cleaning issues to Landlord, elects to address any unsatisfactory cleaning issues without affording Landlord the opportunity to do so, or Landlord determines the reported cleaning issues are without merit Tenant shall remain responsible for thoroughly cleaning all areas of Rental Unit upon Tenant's future move-out.
32. **MOVE-OUT INSPECTION.** Tenant agrees, on or before the end of tenancy, to deliver Rental Unit to Landlord in condition as good as when received, ordinary wear and tear excepted. Rental Unit should be thoroughly cleaned and empty, regardless of the original move-in condition. Landlord will inspect Rental Unit with same Move-In Inventory & Condition Form completed by Tenant upon move-in, after all household effects are removed and all keys, parking permits, garage remotes, etc. are either returned to the Rental Office, or to Landlord's maintenance inspector. Personal property left in Rental Unit shall be presumed to be abandoned and disposed of according to law. Tenant shall be responsible for the cost of any necessary cleaning, repairs, replacement, or other applicable expense determined during Landlord's move-out inspection. Landlord will arrange to have carpets professionally cleaned, at Tenant's expense, by a professional carpet cleaner of Landlord's choosing, after Tenant has moved-out. Tenant may pick up a "Move-Out Instructions / Cleaning Checklist" from rental office or download one from www.hreic.com to assist with the move-out process. If Tenant wishes to participate in the move-out inspection, Tenant must contact Landlord at least two (2) weeks prior to Tenant's move-out to request a move-out inspection. Inspections will *not* be scheduled outside of normal business hours. If Tenant fails to meet with Landlord's maintenance inspector for the scheduled move-out inspection, or if Tenant is not completely moved-out and ready to return all Rental Unit keys to the Maintenance Inspector at the scheduled inspection time, Tenant will forfeit the opportunity to participate in a move-out inspection with Landlord's maintenance inspector.
33. **NONPAYMENT OF RENT / LATE FEES.** If Tenant fails to pay by the first (1st) day of any month, or if Tenant's rent payment is returned from the bank, for any reason whatsoever, late fees will be assessed as permitted under Iowa Code §535.2(7). No excuses, such as ill health, loss of job, or financial emergency will be accepted for late payment. Acceptance by Landlord of rent after the due date shall not constitute a waiver of its right to insist on timely rent payments in the future or to collect any other sums that remain past due. Payment sent by mail, at Tenant's risk, must be received by Landlord on or before the first day of each month, regardless of postmarked date. Rents lost in the mail will be treated as unpaid until a payment is received. Payments placed in the rental office's dropbox after business hours will not be considered received until the *following business day* when the appropriate late fee will be applied. Late fees will be applied to delinquent rent payments received on or after the fourth (4th) day of each month at a rate of \$10.00 per day, but shall not exceed \$40.00 per month. On or after the seventh (7th) day of each month Landlord will refuse any late rent checks and only accept payment by money order or cashier's check. Under no circumstances shall Landlord accept cash payment. If Tenant fails to pay rent by the seventh (7th) day of each month Landlord may pursue immediate legal action for the satisfaction of the Lease, which will result in service of a legal notice & related service fees, and may result in eviction.
34. **NOTICES.** Service of any notice required under this agreement shall be delivered by: personal hand delivery to the other party or to an adult Occupant; serving in the manner provided by law for the service of original notice; sending notice by certified U.S. mail, to the last known address; sending notice prepaid first class postage to current or last known address of either party; or placing a copy of notice to Tenant upon Rental Unit door. Under no circumstances shall Occupants or guests tamper with and/or remove any Landlord notice posted to another Tenant's door or common area, nor shall notices which are not approved by Landlord be posted anywhere upon the property.
35. **PARKING LOT / TOWING.** Provided parking is intended for registered vehicles, although Landlord does not guarantee sufficient parking at all times. Vehicles shall be parked at the vehicle owner's risk and Landlord cannot be held responsible for loss of property, damages to vehicle, theft, vandalism, etc. Registered vehicles must: display a parking permit issued by Landlord; be in operating condition; and be properly parked in a designated parking space at all times. Vehicles may not be stored or washed in parking lots. Landlord may direct Tenants to temporarily move vehicles from the parking lot to facilitate parking lot repairs, snow removal, etc. Moving vehicles or moving containers used during move-in/move-out shall require Landlord's prior written consent, and may be towed if occupying more than one parking space, or if left for longer than 24-hours. Under no circumstances may Tenant tow a vehicle from Landlord's private property. Landlord may tow any vehicle violating this provision, at vehicle owner's expense.
36. **PEST CONTROL.** In general Tenant shall be responsible for the extermination of any insects, rodents, or other pests within Rental Unit. Exceptions are made during the first month of tenancy when pest issues may have been caused by the previous Tenant, or during rare events when a major infestation can affect multiple rental units within the same building. Tenant must keep window screens in place at all times to prevent pests from entering Rental Unit and/or building. Tenant shall not place birdfeeders or other food outside in any common areas which can attract insects, rodents, or other pests. With the resurgence of bed bugs in the United States Landlord encourages Tenant to: maintain clean, uncluttered apartments; inspect used/rented furniture before bringing such furniture into the apartment; and inspect luggage and wash clothes in hot water after traveling. Tenant should also learn to recognize the signs of a bed bug infestation: dark, rusty spots of excrement on sheets, mattresses and/or walls; fecal spots, eggshells and shed skin near hiding places; blood stains from crushed bugs; offensive, sweet, musty odor from bed bug scent glands during severe infestation; and bumps or itchy welts that appear in rows or clusters from bed bug bites. If Tenant suspects a possible bed bug infestation, Tenant must notify Landlord immediately to arrange an inspection. If bedbugs are verified, Landlord shall notify the entire building and retain the services of a pest management professional. Affected Tenants will be expected to fully cooperate with Landlord's efforts to eradicate bed bugs from the building, and will be responsible for any added expense incurred should Tenant fail to cooperate. For additional information please visit: www.idph.state.ia.us/eh/healthy_homes.asp.
37. **PETS.** Tenant agrees NO reptiles, animals or pets of any kind are allowed anywhere in Rental Unit or on Landlord's property at any time, regardless of who owns them. The only exceptions are fish in aquariums, and when a disabled Tenant requires a service animal which shall require documentation for the service animal and a 'Service Animal Agreement' between Tenant and Landlord. In addition to other remedies and/or legal action allowed under this Lease, violation of this provision will result in a \$100.00 penalty and additional costs at move-out to treat pet odor, remove pet hair, etc.
38. **REASONABLE ACCOMMODATION.** If Tenant meets the federal Fair Housing Act's definition of a disability and requires a reasonable accommodation to have an equal opportunity to use and enjoy the Rental Unit, Tenant should submit a written request to Landlord. Landlord shall evaluate all requests, and may deny any request if the Tenant's disability is not known or obvious and Tenant cannot provide reliable evidence of a disability as allowed under the Fair Housing Act. Landlord shall be entitled to request additional information if the need for a requested accommodation is not readily apparent or known. All information provided to Landlord regarding a Tenant's disability shall be confidential and limited only to the evaluation of Tenant's reasonable accommodation request, or if disclosure of such information should be required by law. Requested accommodation may be denied if they would impose an undue financial or administrative burden, fundamentally alter the nature of the Lease or Landlord's property. Approved accommodations requiring an alteration to Rental Unit, buildings, and/or common areas may be required to be completed by Tenant or Tenant's contractor at Tenant's expense. Pursuant to provision #11 of this lease, Tenant responsible for all costs required to restore Rental Unit back to its original condition in a manner approved by Landlord.
39. **REIMBURSEMENT.** Tenant agrees to reimburse Landlord for any late fees, maintenance charges, utility charges, sheriff's fees, penalties, legal expenses as allowed by law, or any other applicable expense, within thirty (30) days of Landlord's initial billing for payment.

40. **RENEWAL DEADLINE / EXPIRATION OF LEASE.** Tenant understands that this agreement is not automatically renewable at the end of the rental period. If Tenant and Landlord are willing to enter into a new lease Landlord shall require updated applications from all adult Occupants, and Tenant must complete new lease paperwork with Landlord no later than the "Renewal Deadline" which shall be one hundred and twenty (120) days prior to the expiration of this agreement (i.e. July 29th - 120 days = April 1st). If Tenant does not wish to enter into a new lease Tenant must submit a *written* non-renewal notice to Landlord on or before the same Renewal Deadline. If Tenant submits non-renewal notice or fails to renew by the Renewal Deadline, for any reason whatsoever, Landlord shall immediately begin efforts to re-lease Rental Unit to a new Tenant whose tenancy would begin after the expiration of this agreement.
41. **RETURNED PAYMENT.** In the event Tenant's payment is returned by the bank for any reason whatsoever Tenant agrees to pay Landlord a **\$25.00** NSF fee, plus any additional bank fees, and to immediately make payment by money order or cashier's check, which shall be subject to applicable late fees. Under no circumstances shall Landlord accept cash payment. After a second returned payment of any kind Landlord will no longer accept any check or electronic deposit for future payments. Additionally, Landlord may prosecute any returned payment(s) as theft under Iowa Code §714.1 - §714.2.
42. **SAFETY / SECURITY.** Although Landlord performs criminal background checks on Occupants 18 years of age and older, provides entry door deadbolt locks and 180° door viewers, Landlord does not provide any other form of security. Landlord does not guarantee and is not liable to Occupants or guests for damage or loss to person or property caused by other persons, including but not limited to: theft, burglary; assault; vandalism; or other crimes. Buildings equipped with limited access entry systems cannot guarantee against improper access affecting safety or security.
43. **SANITATION.** Tenant agrees to keep Rental Unit reasonably clean, and meet minimum sanitation standards. All garbage, rubbish, or other waste must be removed from Rental Unit promptly, and in a clean, safe manner. Garbage may only be placed in closed plastic garbage bags in waste containers provided by Landlord. Furniture, appliances, tires, wood products, oil, batteries, etc. may not be disposed in Landlord's waste containers and must be taken to landfill. Severely offense odors due to unsatisfactory sanitation, excessively fragrant cooking odors, exceptionally poor personal hygiene and/or domestic hygiene, or other odor sources must be promptly corrected. Due to obvious health and safety concerns any hoarding within rental unit is unacceptable.
44. **SATELLITE DISHES.** The FCC Over-the-Air Reception Devices ("OTARD") rule allows for reasonable restrictions regarding the installation of satellite dishes to prevent damage to leased property. Landlord has adopted the following restrictions: A) Tenant may not install a satellite dish on the roof, attached to building siding, in any common area, or any area that is not under Tenant's "exclusive use"; B) Tenant may not drill through building roof or exterior walls to run cable from the dish to the Rental Unit; and C) Tenant may not modify windows or exterior doors, or run cable through "cracked open" windows or exterior doors which can damage the seals and allow for moisture and pest concerns. Any alternative installation options must be discussed with Landlord beforehand to ensure it meets the above restrictions. In addition to other remedies and/or legal action allowed under this Lease, violation of this provision will result in a **\$100.00** penalty.
45. **SMOKING.** Occupants and guests are not permitted to smoke anywhere on Landlord's property, including but not limited to: inside Rental Units; decks/patios; garages; hallways; fire egresses; building entrances; parking lots; or any other common areas inside or outside of the building. In addition to other remedies and/or legal action allowed under this Lease, violation of this provision will result in a **\$100.00** penalty and additional costs at move-out to treat smoke odor and/or repair smoke damage.
46. **SNOW REMOVAL.** Although city ordinances require snow to be removed within twenty-four (24) hours (*48 hours in North Liberty*) Landlord will make every effort to clear snow as soon as reasonably possible for our Tenant's convenience. Landlord shall clear all sidewalks and the center lane of parking lot when Landlord deems necessary. Generally snow removal will not commence until at least two inches (2") of snow has accumulated. Whenever possible Landlord will attempt to clear empty stalls after all other areas are cleared, but under no circumstances will snow be cleared from around vehicles. Tenants should purchase a snow shovel and shall be responsible for clearing snow from: around Tenant, Occupant and/or guest vehicles; in front of garage door; and/or deck/patio. Tenant must promptly report any unsafe snow or ice accumulations to Landlord.
47. **VIOLATIONS.** Any time Occupants or guests violate any provision of this agreement, including non-payment of rent, Tenant shall be charged **\$25.00** for each legal notice that must be prepared by Landlord's staff for personal service upon Tenant, in addition to applicable certified mail and/or sheriff's service fees, regardless if Tenant corrects the violation and/or pays past due rent prior to receipt of the legal notice. Additionally, Tenant may be responsible for additional costs if any violation requires re-inspection or other action by Landlord's staff. If violations remain uncorrected Landlord may pursue additional remedies under Iowa Code §562A which can result in eviction. Tenant understands that as the individual responsible for this agreement any violations by Occupants or guests are the sole responsibility of Tenant. Select provisions within this lease specify a \$100.00 penalty if violated. However, violation of any other provision of this lease and/or government ordinance affecting fire code, health and/or safety concerns shall also be subject to a **\$100.00** penalty for each separate violation.
48. **DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR HAZARDS.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.
 - A. **LANDLORD'S DISCLOSURE.** Landlord's housing properties built prior to 1978 have been tested for lead-based paint and lead-based hazards. All rental units, interior common areas, and building exteriors have been certified "Lead-Free".
 - B. **TENANT'S ACKNOWLEDGEMENT.** Tenant has received the above information. Upon request Landlord shall provide the pamphlet "Lead Poisoning: How to Protect Iowa Families" or Tenant may download this pamphlet from: www.idph.state.ia.us/eh/common/pdf/lead/protect_iowa_families.pdf.
49. **MISCELLANEOUS PROVISIONS.**

THIS AGREEMENT CONSISTS OF FIVE (5) TOTAL PAGES, AND HAS BEEN EXECUTED IN DUPLICATE ON THE DATE FIRST ABOVE WRITTEN.

LEASING AGENT FOR LANDLORD

DATE

TENANT

DATE