

RENTAL AGREEMENT\LEASE

LANDLORDS OF IOWA, INC.

A-1. PARTIES [Tenant and Tenant family], DWELLING UNIT AND TERM: It is agreed this ___ day of _____, Between (Landlord) _____ and (Tenant[s]) _____ and Tenant's Household listed as everyone who will occupy dwelling including names and relationships of all occupants and ages of all minor children:

NAME	AGE	RELATIONSHIP	NAME	AGE	RELATIONSHIPS
1. _____	_____	_____	4. _____	_____	_____
2. _____	_____	_____	5. _____	_____	_____
3. _____	_____	_____	6. _____	_____	_____

that Tenant rents premises located at _____ Iowa, for use by Tenant only as a private dwelling unit, for a _____ term from the ___ day of _____ and including the ___ day of _____, at which time this agreement is terminated. In the event of a month-to-month lease, this agreement will terminate upon receipt of a properly-executed 30 day notice to terminate which may be given by either landlord or tenant to the other party. If this is a Section 8 lease, the agreement may be automatically continued upon expiration for another one-year period if both parties initial approval. _____ Tenant _____ Landlord

A-2. RENT: Tenant agrees to pay \$ _____ per month, in advance, on the first day of each month to the Landlord at _____ If Tenant takes possession on a date other than the 1st of the month, the first month's rent shall be the regular amount and rent shall be prorated for the second month on the basis of 30 days as follows:

_____ per day x ___ days = \$ _____ rent.

A-3. PAYMENT OF RENT: The initial payment of the rent and of the security deposit must be made in cash, money order or cashier's check. Thereafter, monthly rent payments may be paid by check until the first is dishonored and returned unpaid. Rent also may be paid by cash, money order or cashier's checks made payable to _____ delivered to the Landlord on regular rent payment days at _____ or sent by mail at Tenant's risk to _____. Postmark OR _____ Date received will be considered date paid. Rents lost in mail will be treated as unpaid until received.

A-4. PAYMENT POLICY: Any payment will always be first applied to outstanding balances, late fees or other charges, with balance of the payment applied to rent due.

A-5. RENTAL COLLECTION FEE FOR LATE RENT: In the event rent is not received prior to _____ a.m./p.m. on the _____th of the month [regardless of cause including returned checks], Tenant agrees to pay a late fee for Days 1-4 @ \$10.00 not to exceed a monthly late fee of \$40.00 [IA Code 535.2(7)]. No excuses, such as ill health, loss of job, financial emergency or any other excuse will be accepted for late payment. A \$25.00 administrative fee may be charged for the issue of each 3-DAY NOTICE TO PAY UNPAID RENT. If rent is not paid within the three-day waiting period, the Landlord will continue the eviction process.

A-6. RETURNED CHECK CHARGE: If for any reason the check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay: a returned check charge of \$ _____ late fee, plus any penalty charged by Landlord's bank. If for any reason a check is returned or dishonored, no checks will be accepted for future rent payments. We may prosecute under Iowa theft statute [HF 527 July 1997], which includes bad rent checks as theft.

A-7. NONPAYMENT OF RENT: Landlord will follow remedies provided by law if rent is unpaid when due. A processing administrative fee of \$25.00 may be charged for service of each 3-DAY NOTICE TO PAY UNPAID RENT if any portion of rent remains unpaid by _____am/pm on the _____th of the month.

A-8. DEPOSIT: Tenant agrees to pay Security Deposit of \$ _____ to be held by Landlord. Deposit may be in amount not exceeding two months' rent; is **NOT** last month's rent payment; is held as security against damage to property, appliances, other furnishings, carpet (normal wear & tear excepted), vacating the dwelling unit in less than the minimum rental period, unpaid rent, or eviction expenses. A Security Deposit Agreement has been or will be executed. In the case of multiple tenants, any out-going tenant who leaves prior to the lease termination date relinquishes his/her interest in the Security Deposit unless the Landlord determines that the out-going tenant is responsible for damages exceeding his/her interest in deposit.

A-9. UTILITIES: Tenant agrees to transfer utilities into his/her name PRIOR to occupying unit. Utilities not switched after 3rd day of occupancy will be disconnected. Tenant is responsible for the following utility expenses:
___gas ___electric ___water ___hot water ___sewer ___garbage

Tenant is responsible for checking with utility companies concerning rates and deposits; Tenant must sign most recent versions of all contracts and pay required deposits. Tenant agrees to have such accounts in his/her name and to be responsible for those accounts throughout term of the lease or occupancy [whichever is longer]. Both Tenant and Landlord agree to pay their respective utility and service bills in full when they are due. Tenants responsible for water, sewer, and garbage agree to sign-up for monthly billing. To use all utilities in a reasonable manner and to use utilities paid for by Landlord in reasonable amounts only and not to install additional appliances or equipment, which would materially affect or increase energy consumption. To be responsible for any and all damages caused by utility shut-offs for non-pay or requested by Tenant and unknown to Landlord [i.e. frozen or burst water pipes, ruined water heaters, etc.]

A-10. Appliances: Although there may be appliances in unit, such as refrigerator, stove, dishwasher, clothes washer, dryer, the use of these appliances is not included in the rent.

If Tenants wish to use these appliances, they agree to assume all responsibility for care and maintenance. If Tenants wish to use their own appliances, they generally may do so and the owner's appliances may either be removed from the premises or stored on the premises.

B. ACCESS: Tenant agrees that Landlord\Owner\Agent shall have the right, subject to Tenant's consent, which shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make repairs of improvement, supply services, or to exhibit the dwelling to prospective or actual purchasers, mortgagees, potential residents or workmen. In case of emergency the landlord may enter premises without consent of the tenant.

C. CONDITION OF DWELLING UNIT: Tenant agrees that unit and property of which it is a part are in good and satisfactory condition at time of possession and that floors, carpeting, walls, appliances, cupboards, windows, storm windows and screens, glass, and equipment are clean, in good working-order and unbroken. Tenant shall have right to report, in writing, any defects or damages to Landlord within 72 hours from date of occupancy. Without said report, it will be assumed that unit is in acceptable condition. Tenant agrees to use reasonable care in protection & care of dwelling & premises during occupancy and at end of the tenancy to surrender premises to Landlord in condition as good as when received, reasonable wear and tear excepted.

D.DAMAGE-TO-PREMISES or REIMBURSEMENT: Whenever damage to premises is caused by carelessness, misuse, abuse, or neglect of Tenant, his\her family, household member, visitor, guest, or agent, Tenant agrees to: repair or otherwise correct the damage at his\her expense and in a manner approved in writing by Landlord, and to do so within a reasonable time, OR to pay Landlord the reasonable cost of all repairs and replacements completed by the Landlord to restore premises to a decent, safe, and sanitary condition, and to do so promptly after completion and billing for payment.

E. FURNISHINGS: Tenant agrees to leave following furnished items in same condition at termination of occupancy as they are at beginning of occupancy:
___stove___ refrigerator ___ garbage can\lid #_____
___smoke alarm[s]#____ ceiling paddle fan\light
___window air conditioner ___exhaust hood with clean filter
___vacuum cleaner ___dehumidifier ___washer ___dryer
___snow shovel ___rake ___curtains ___rods ___blinds
___dishwasher ___disposal ___fireplace screens/tools and
_____.

F. INSURANCE: Tenant understands that Landlord is not an insurer of the Tenant's person or possessions. Landlord shall not be liable for personal injury or death of Tenant, his family or guests or damage or loss of any of the Tenant's personal property for any cause whatsoever.

___ Landlord recommends that tenant have renter's insurance.

___ Landlord requires tenant to have renter's insurance

If tenant has any waterbeds, tenant must provide a copy of renter's insurance with waterbed endorsement or special waterbed policy to cover any possible damage caused by waterbed. Policy is to

be made out with Landlord designated.

G. KEYS: Tenant will be furnished with **ONE** set of keys. Tenant agrees to pay for re-keying if anytime during tenancy the keys are lost or if all copies of keys are not **returned at termination** of tenancy.

H. MANAGEMENT\DISCLOSURE: Tenant acknowledges that he\she has been informed that the people designated to act on behalf of the owners are:

To report service or maintenance problems or to serve any legal processes, the Tenant should first call _____.
Other person(s) authorized to act on behalf of the Landlord to accept and serve legal services and notices and perform any other obligations of the Landlord are:
_____.

I. NOTICES: Service of any notice required under this Lease or Iowa Law shall be accomplished by: (1) personal hand delivery to the other party or to any adult occupant, (2) serving in the manner provided by law for the service of original notice, (3) sending Notice by certified mail, return receipt requested, to the last known address, (4) sending Notice prepaid first class postage to current or last known address of either party, (5) posting when allowed by law.

J. OCCUPANTS: No persons except those specifically named on Application and in Section A of this Agreement will be permitted to occupy the dwelling. Any additional occupant 18 years of age or older must also complete an Application for Tenancy and be approved by the Landlord. If Tenant fails to inform Landlord of additional people occupying premises, the Landlord may charge a fee and/or terminate the lease. No occupants will be allowed or approved: whose occupancy will exceed the occupancy standards of the Landlord and/or of any local, state, or federal codes or ordinances: who could pose a threat to other tenants, neighbors, or the landlord and/or his employees. Unapproved occupants are trespassers.

K. PAINTING, ALTERATIONS, ADDITIONS: Tenant agrees not do any painting nor to make any alterations, changes, removals, or additions to the unit without prior written approval from the Landlord. No nails, tape, gum-based adhesives, or fasteners other than bulldog hooks with small nails are to be used on the walls without Landlord's written approval. Nothing should be used on the woodwork or doors. If Tenant has large items to hang, contact Landlord\Manager for help or advice.

L. PETS: Tenant agrees no fish, birds, reptiles, animals or pets of any kind are allowed anywhere on the premises at any time, even temporarily, no matter who owns them, without prior written permission from the Landlord including a Pet Agreement. If any Tenant notices anyone with a pet on the premises, he\she agrees to report the sighting immediately to the Landlord\Agent\Manager. "Pets" does not include animals trained to serve the handicapped, such as Seeing Eye dogs or hearing dogs.

M. RESPONSIBILITY: If more than one Tenant, each Tenant agrees to jointly and severally accept liability for all provisions of lease. Each tenant is responsible for the payment of the full rent and damages incurred, not just a share of the rent or limited to only damages they personally incur. Unapproved

