

# RENTAL AGREEMENT\LEASE

## LANDLORDS OF IOWA, INC.

**A-1. PARTIES [Tenant and Tenant's family], DWELLING UNIT AND TERM:** It is agreed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant[s]) and Tenant's Household listed as everyone who will occupy dwelling unit including names and relationships of all occupants and ages of all minor children:

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

that Tenant rents premises located at \_\_\_\_\_ Iowa (the "premises" or "unit") , for use by Tenant only as a residential dwelling unit, for a \_\_\_\_\_ term from the \_\_\_\_\_ day of \_\_\_\_\_ and including the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which time this agreement may be terminated by either party by giving a written thirty day notice. In the event that no such notice is executed by either party, then this Agreement shall be automatically extended as a month to month agreement until terminated by either party giving a thirty day written notice.

**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 first 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 check 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 of \$10.00 per day not to exceed a monthly late fee of \$40.00.

**A-6. RETURNED CHECK CHARGE:** If for any reason a check used by Tenant to pay Landlord is returned without being honored by the bank, Tenant will pay: a returned check charge of \$30.00, a 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. Knowingly presenting a check on an account that does not have sufficient funds is a criminal offense. (See Iowa Code Chapter 714)

**A-7. NONPAYMENT OF RENT:** Landlord will follow remedies provided by Iowa law if rent is unpaid when due.

**A-8. SECURITY DEPOSIT:** Tenant agrees to pay Security Deposit of \$\_\_\_\_\_ to be held by Landlord. The Security Deposit may be in amount not exceeding two months' rent. Tenant's liability is not limited to the amount of the Security Deposit. Tenant may not apply the Security Deposit as an advance payment of rent for any month of the lease term or to Tenant's last month rent. Additionally, in compliance with Iowa Code §562A.12, Landlord may, at the conclusion of the lease or at time of lease termination, withhold all or a portion of the Security Deposit for the following reasons:

- a. to remedy Tenant's default in the payment of rent or other funds due Landlord pursuant to this Agreement, the attached Rules, Regulations and Responsibilities, or any other subsequent rule enacted pursuant to this Agreement;
- b. to restore the premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted; and
- c. to recover expenses incurred in acquiring possession of the premises, should Tenant fail to surrender or vacate the premises upon noncompliance with this Agreement and notification of such noncompliance as required by law.

Tenant is also aware that in accordance with Iowa Code §562A.12, any remaining Security Deposit will be returned only upon receipt of a forwarding address for the Tenant. In the case of multiple Tenants, any outgoing Tenant who leaves prior to the lease termination date relinquishes his/her interest in the Security Deposit unless the Landlord determines that the outgoing Tenant is not responsible for damages, including unpaid rent, which exceeds his/her interest in the Security Deposit. These cases will be treated individually, especially if Landlord is unaware of out-going Tenant's departure. A new Rental Agreement will be drafted when Landlord becomes aware of out-going Tenants and at which time the Security Deposit will be brought back up to required amount.

**A-9. UTILITIES:** Tenant will transfer utilities into his/her name prior to occupying premises. Tenant is responsible for the following utility expenses:

\_\_\_gas \_\_\_electric \_\_\_water \_\_\_hot water \_\_\_sewer \_\_\_garbage  
 Tenant is responsible for contacting utility companies concerning rates and deposits. Tenant shall sign the most recent versions of all utility contracts, pay required deposits and be responsible for those accounts throughout term of the

lease or occupancy whichever is longer. Both Tenant and Landlord shall pay their respective utility and service bills in full when they are due. A Tenant who is responsible for water, sewer, and garbage shall sign up for monthly billing. Tenant shall use all utilities in a responsible manner and to use utilities paid by Landlord in reasonable amounts only and not to install additional appliances or equipment, which would materially affect or increase energy or utility consumption. Tenant is responsible for any and all damages caused by utility shut-offs for non-payment or requested by Tenant and unknown to Landlord, i.e. frozen or burst water pipes, ruined water heaters, etc.

**B. ACCESS:** Landlord shall have the right, subject to Tenant's consent, to enter the premises in order to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Tenant's consent to Landlord's entry of the premises shall not be unreasonably withheld or delayed. Landlord may enter the premises without Tenant's consent in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. Except in case of emergency or having Tenant's consent, Landlord shall give Tenant at least twenty-four hours notice of Landlord's intent to enter. Upon such notice, Landlord's entrance shall only be made at reasonable times.

**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. Upon receipt of such report, this Agreement shall remain in full effect. Failure to return the report will result in the Agreement remaining in full effect, with the assumption that unit is in acceptable condition. Tenant agrees to use reasonable care in protection and care of the premises during occupancy and at end of the tenancy to deliver up and surrender premises to Landlord in condition as good as when received, reasonable wear and tear excepted.

**D. DAMAGE TO PREMISES \ REIMBURSEMENT:** Whenever damage to premises is caused by carelessness, misuse, abuse, or neglect of Tenant, Tenant's family, household member, visitor, guest, or agent, Tenant agrees to: (1) repair or otherwise correct the damage at Tenant's expense and in a manner approved in writing by Landlord, and to do so within a reasonable time, or (2) 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. Additionally, Tenant may be held liable for damage to the premises caused by Tenant's neglect regardless of coverage by Landlord's insurance.

**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. The policy shall designate the Landlord as an additional insured or interested party.

**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 the termination of the tenancy. When moving out, rent will be paid by Tenant until all copies of keys are returned to Landlord or Tenant pays Landlord for rekeying the premises.

**H. MANAGEMENT \ DISCLOSURE:** Tenant acknowledges 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 of the premises, (2) serving in the manner provided by law for the service of Original Notice, (3) sending Notice by certified mail, to the last known address, (4) sending Notice prepaid first class postage to current or last known address of the other party, or (5) posting when allowed by law. Landlord may charge a reasonable administrative fee for service of any notice due to a breach by the tenant.

**J. OCCUPANTS:** No persons except those specifically named on Application and in Section A of this Agreement will be permitted to occupy the unit. 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 or terminate the lease. No occupants will be allowed or approved whose occupancy will exceed the occupancy standards of the Landlord or of any local, state, or federal codes or ordinances or who could pose a threat to other tenants, neighbors, or the Landlord or his employees. Unapproved occupants are trespassers.

**K. PAINTING, ALTERATIONS, ADDITIONS:** Tenant agrees not to paint the premises nor to make any alterations, changes, removals, or additions to the premises 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. Tenant should not hang objects on the woodwork or doors. If Tenant has large items to hang, Tenant shall 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. If any Tenant notices anyone with a pet on the premises, Tenant agrees to report the sighting immediately to the Landlord\Agent\Manager. "Pets" does not include service animals as defined in Iowa Code Chapter 216.

**M. RESPONSIBILITY:** If there is 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 pro rata share of the rent.

**N. RULES:** Landlord, from time to time, may adopt rules and regulations for the premises concerning Tenant's use and occupancy of the premises. Tenant acknowledges receipt of all presently existing rules which are attached hereto as Exhibit A. Additionally, Landlord may, in the manner provided by law, adopt amended written rules concerning Tenant's use and occupancy of the premises. Tenant agrees to acknowledge in writing receipt of the rules and regulations as they are presented to Tenant. Any new rules, not set forth in Exhibit A, will become enforceable against Tenant 30 days after Tenant's receipt of the rules. The new rules may become effective without Tenant's written acknowledgment of receipt if reasonable notice is given to Tenant in which case they will become effective 30 days following reasonable notice.

**O. TERMINATION:** If Tenant intends to vacate at end of the term of this Agreement, Tenant shall give Landlord thirty days written notice prior to vacating and prior to expiration of lease. Notice is due on or before 1st of month and Tenant must be moved out by the end of the month in which lease terminates. Such notice shall be in writing, give a specific date, at least by last day of month for moving out, and give forwarding address or other instructions for return of deposit. For example, notice given on the 15th day of the month shall be deemed given at the end of the following month. After premises is completely vacated, Tenant will return all copies of all keys, participate in the move out inspection with Landlord, and provide a written forwarding address.

**P.SEVERABILITY:** If any clause, provision or portion of this Agreement shall be ruled invalid or unenforceable, the decision shall not invalidate nor render unenforceable the remainder of this Agreement.

**Q. DELAY OF POSSESSION:** If Landlord, after making a good faith effort, is unable to deliver possession to Tenant at the beginning of the term, the rent shall be abated on a pro rata basis until possession can be delivered. Such abated rent shall be accepted by Tenant as full settlement of all damages occasioned by the delay in delivering possession. If possession cannot be given, Tenant may give the Landlord seven days written notice of the Tenant's election to terminate this Rental Agreement, in which event Landlord shall return all prepaid rent and the Security Deposit.

**R. HOLDING OVER:** If Tenant remains in possession after termination of this Agreement, Tenant acknowledges that Landlord may bring an action for possession, and Landlord

may recover Landlord's damages and reasonable attorney's fees as allowed by Iowa Code Chapter 562A.

**S. ABANDONMENT:** If Tenant removes or attempts to remove a substantial portion of Tenant's personal property

from the premises other than the usual course of continuing occupancy, and/or terminates utilities or services to the unit, without having first paid Landlord all monies due, the unit may be considered abandoned and Landlord shall have the right, without notice, to store or dispose of any property left on the premises by Tenant. Landlord shall also have the right to dispose of any Tenant's property remaining on the premises after the termination of this Agreement. Any such property shall be considered Landlord's property and title to the property shall vest in Landlord.

**T. ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement, nor sublet the premises or any portion, without the prior written consent of Landlord. An unauthorized assignment or sublet is grounds for eviction. Tenant agrees that any effort by Landlord relating to, or subsequent to, evicting Tenant for violation of this paragraph shall not be construed as an acceptance by Landlord of an attempted surrender of the premises by Tenant, nor as a termination of this Agreement by mutual consent of Tenant and Landlord.

**U. TENANT'S RESPONSIBILITY TO INFORM LANDLORD OF DEFECTS:** Any defective condition of the premises which comes to Tenant's attention shall be reported to Landlord immediately.

**V. DEFAULT:** Tenant shall be in default of this Agreement for failing to timely pay rent, or for materially violating any other provision of this Agreement, the attached Rules, Regulations and Responsibilities or any other rule subsequently enacted pursuant to this Agreement. In the event of any default, Landlord shall have access to all remedies available under this Agreement or at law, including, without limitation, a claim for damages or injunctive relief, and evicting Tenant pursuant to Iowa Code Chapter 648 and Iowa Code Section 562A.27. If Tenant's default is willful, Landlord may also recover reasonable attorney's fees. Any effort by Landlord relating to, or subsequent to, evicting Tenant for violation under this paragraph shall not be construed as an acceptance, by Landlord, of an attempted surrender of the rented premises by Tenant, nor as a termination of this Rental Agreement by mutual consent of Tenant and Landlord. Tenant acknowledges that this paragraph provides a proper remedy under Iowa law, and shall not be construed as an improper penalty.

**W. GOVERNING LAW:** This Rental Agreement shall be governed solely by the laws of the State of Iowa.

**X. ENTIRE AGREEMENT:** This Agreement, including any attachment, addendum, amendment or addition constitutes the entire agreement between Landlord and Tenant. No statement, representation, or promise with regard to this Agreement, including any repairs, alternations, improvements to the premises, or change in the term of this Agreement shall be binding unless set forth in a writing signed by both Landlord and Tenant.

**Y. RENT DUE UPON EARLY TERMINATION OF RENTAL AGREEMENT OR ABANDONMENT OF PREMISES:** Tenant understands that Tenant is responsible for the rent for the entire term of this Agreement. In the event of termination of this Agreement by reason of any violation by Tenant of the terms of this Agreement, the attached Rental Rules, Regulations and Responsibilities, or any rule subsequently enacted pursuant to this Agreement, Landlord shall be entitled, under Iowa law, to prove a claim, and obtain a

