

# DWELLING UNIT RENTAL AGREEMENT

IT IS AGREED, by and between \_\_\_\_\_, Landlord, and

(Tenant names)

Tenant(s) that Landlord leases to Tenant, and Tenant rents from Landlord, the following premises situated in \_\_\_\_\_ County, Iowa:

(Unit address)

(the "dwelling unit"), in consideration of the mutual promises of the parties, and upon the following terms provisions and conditions.

1. **TERM.** The duration of this Rental Agreement shall be from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

2. **RENT.** Tenant agrees to pay Landlord \$ \_\_\_\_\_ per month on the first day of each and every month during the term of this Agreement, in advance. All payments must be made by personal, cashier's or certified check or money orders. **NO CASH WILL BE ACCEPTED.** If commencement of occupancy is other than the first day of the month, Tenant shall pay pro rata rent during the first month to the end of the month, and, thereafter, the monthly rental shall be due and payable on the first day of the month. The obligation to pay rent is an independent covenant and Tenant may not deduct or set-off from rent, unless otherwise provided by state or local law. All sums shall be paid to the Landlord at \_\_\_\_\_, or at such other place as Landlord may, from time to time, direct. Tenant shall pay a late fee of \$10.00 per day up to a maximum of \$40.00 if rent is not paid when the rent is due.

3. **SECURITY DEPOSIT.** At the time of execution of this Agreement, Tenant shall pay to the 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 (the "deposit") to ensure the Tenant shall fully perform each and every covenant, restriction and obligation contained in this Agreement and the addendums. If Tenant fully performs each and every covenant, restriction and obligation as contained in this Agreement and the addendums and pays all sums due to the Landlord, then after the Tenant has surrendered possession of the dwelling unit Landlord shall refund the deposit to Tenant. If Tenant has failed to perform or comply with any of the provisions of this Agreement or the addendums, Landlord shall deduct such amounts as determined owed by Tenant from the deposit. Tenant's liability is not limited to the amount of the deposit. Tenant may not apply the deposit as an advance payment of rent for any month of the term or to Tenant's last month rent.

4. **JOINT AND SEVERAL LIABILITY.** If this lease is executed by more than one person, each Tenant shall be jointly and severally liable for all rent payments and the deposit payment.

5. **USE; ABSENCES.** The dwelling unit shall be occupied solely by those persons executing this Agreement as Tenants and only for residential purposes. Any proposed change in the occupants must be approved in writing by the Landlord prior to occupancy of individuals. Neither Tenant nor any person residing with Tenant or Tenant's guest shall suffer, perform or permit any act or practice that may damage the reputation and operation of the building or buildings in which the dwelling unit is located, be disruptive to other tenants, or be illegal, immoral or cause an increase in the amount of insurance for the dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the dwelling unit not later than the first day of the extended absence.

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

	<u>Landlord</u>	<u>Tenant</u>
Electricity	_____	_____
Gas	_____	_____
Water	_____	_____
Sewer	_____	_____
Trash removal	_____	_____
Telephone	_____	_____
Cable	_____	_____

7. **UTILITY RATES.** Tenant acknowledges that Landlord, or the person authorized to enter this Agreement on Landlord's behalf, has 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.

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

9. **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 the 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 may have been placed by a tenant in the common areas of the premises used by the Tenant.
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied or required to be supplied by Landlord.

(e) Provide and maintain appropriate receptacles and conveniences 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 and installation within the exclusive control of Tenant and supplied by direct utility connection.

If the dwelling unit is a single family residence, it is understood and agreed that tenant shall perform the Landlord's duties specified in subparagraphs (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 is attached, and signed by the parties.

10. MAINTENANCE BY TENANT. Tenant 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 Tenant occupies and uses as clean and safe as the condition of the premises permit.

(c) Dispose from the dwelling unit and the building that contains 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 the Tenant 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 on 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, Tenant 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 Agreement.

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

12. ACCESS. Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect it, 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 unit without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, nor sublet the dwelling unit, or any portion of it, without the written consent of the Landlord.

14. FIXTURES AND IMPROVEMENTS. Tenant shall leave upon, and surrender to the Landlord, with the premises at the termination of this Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment to Tenant. Tenant shall not make any material alterations, including, but not limited to, painting, wallpapering or the removal or installation of carpet, to the dwelling unit without Landlord's written consent.

15. ABANDONMENT. If an occupant removes a substantial portion of occupant's personal property from the dwelling unit other than the usual course of continuing occupancy, or terminates utilities or services to the dwelling unit, without having first paid Landlord all monies due, Tenant acknowledges that the dwelling unit may be considered abandoned and Landlord shall have the right, without notice, to dispose of any property left in the dwelling unit by Tenant. Landlord shall also have the right to dispose of any Tenant's property remaining in the dwelling unit after the termination of this Agreement. Any such property shall be considered Landlord's property and title shall vest in Landlord.

16. VERIFICATION/INQUIRIES. Tenant grants Landlord the right, at any time, to check Tenant's credit information, employment information, or any rental history, and at the option of the Landlord to disclose this information to any third party at any time before, during or after the term of this Agreement.

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, Tenant may (i) immediately vacate the dwelling unit and notify the Landlord within fourteen days of Tenant's intention to terminate this Agreement, in which case this Agreement shall terminate as of the date of vacating or (ii) if continued occupancy is lawful, vacate only that part of the dwelling unit unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant 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, if rent is unpaid when due and Tenant fails to pay the rent within three days after notice by the 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 the Landlord may terminate this Rental Agreement. Acceptance of partial payment of rent due shall not constitute a waiver of the right of action for the balance due.

19. PRESENT AND CONTINUING HABITABILITY. Tenant has inspected the dwelling unit, and acknowledges that the dwelling unit is in a reasonable and acceptable condition of habitability for its intended use and that the agreed upon rent is fair and reasonable in this community for the condition of the premises.

20. NOTICES. Any notice, for which provision is made in this Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by Iowa 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 the Notice by certified or registered mail to the last known address. The place for the payment of rent, as provided in Paragraph 2, shall be the place designated by Landlord for the receipt of any such notice. Unless otherwise provided, Landlord shall receive and provide receipt for all notices and demand upon the owner of the premises. The dwelling unit shall be the primary location for service of notices upon the Tenant.

21. CONSTRUCTION. Words and phrases shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

22. ENTIRE AGREEMENT; NO ORAL CHANGES. This writing, including any attached addendum, constitutes the entire agreement between the parties with respect to the subject matter. No statement, representation or promise with reference to this Agreement or the dwelling unit, or any repairs, alterations or improvements, or any change in the term of this Agreement shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

23. 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.

24. TERMINATION OF THE RENTAL AGREEMENT. Either party may terminate this Agreement only at the end of the initial term by giving the other party thirty days written notice prior to the end of the initial term. If no such notice is given by either party, then this Agreement shall be automatically extended as a month to month agreement until terminated by either party by a thirty day written notice.

25. TIME. Time is of the essence in this Agreement.

26. ATTACHMENTS TO THE AGREEMENT. Tenant certifies that Tenant has received a copy of this Agreement, and the following attachments to this agreement and understands that the attachments are part of this agreement:

- A. Attachment No. 1 - Tenant Rules and Regulations \_\_\_\_\_
- B. Attachment No. 2 - Move-In Condition Inspection \_\_\_\_\_
- C. Other: \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING - YOU ARE ENTERING INTO A BINDING CONTRACT.**

The execution of the Agreement solely by the Tenant shall not be deemed to legally bind Landlord to either: (i) enter into this Agreement; or (ii) to accept prospective Tenant. This Rental Agreement shall not be deemed to be in full force and effect until such time Landlord executes this Agreement.

Dated: \_\_\_\_\_, 20\_\_\_\_ Tenant \_\_\_\_\_

\_\_\_\_\_ Tenant \_\_\_\_\_

\_\_\_\_\_ Tenant \_\_\_\_\_

\_\_\_\_\_ Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

**DWELLING UNIT RENTAL AGREEMENT**

IT IS AGREED, by and between \_\_\_\_\_, Landlord, and

**(Name[s])**

\_\_\_\_\_  
Tenant(s) that Landlord leases to Tenant, and Tenant rents from Landlord, the following premises situated in \_\_\_\_\_ County, Iowa:

**(Address of rental property)**

(the "dwelling unit"), in consideration of the mutual promises of the parties, and upon the following terms provisions and conditions:

1. TERM. The duration of this Rental Agreement shall be from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

2. RENT. Tenant agrees to pay Landlord \$ \_\_\_\_\_ per month on the first day of each and every month during the term of this Agreement, in advance. All payments must be made by personal, cashier's or certified check or money orders. **NO CASH WILL BE ACCEPTED.** If commencement of occupancy is other than the first day of the month, Tenant shall pay pro rata rent during the first month to the end of the month, and, thereafter, the monthly rental shall be due and payable on the first day of the month. The obligation to pay rent is an independent covenant and Tenant may not deduct or set-off from rent, unless otherwise provided by state or local law. All sums shall be paid to the Landlord at \_\_\_\_\_, or at such other place as Landlord may, from time to time, direct. Tenant shall pay a late fee of \$10.00 per day up to a maximum of \$40.00 if rent is not paid when the rent is due.

3. SECURITY DEPOSIT. At the time of execution of this Agreement, Tenant shall pay to the 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 (the "deposit") to ensure the Tenant shall fully perform each and every covenant, restriction and obligation contained in this Agreement and the addendums. If Tenant fully performs each and every covenant, restriction and obligation as contained in this Agreement and the addendums and pays all sums due to the Landlord, then after the Tenant has surrendered possession of the dwelling unit Landlord shall refund the deposit to Tenant. If Tenant has failed to perform or comply with any of the provisions of this Agreement or the addendums, Landlord shall deduct such amounts as determined owed by Tenant from the deposit. Tenant's liability is not limited to the amount of the deposit. Tenant may not apply the deposit as an advance payment of rent for any month of the term or to Tenant's last month rent.~~

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~~6. UTILITIES. Utilities shall be furnished and paid for by the party indicated on the following chart:~~

	<del>Landlord</del>	<del>Tenant</del>
<del>Electricity</del>	<del>_____</del>	<del>_____</del>
<del>Gas</del>	<del>_____</del>	<del>_____</del>
<del>Water</del>	<del>_____</del>	<del>_____</del>
<del>Sewer</del>	<del>_____</del>	<del>_____</del>
<del>Trash removal</del>	<del>_____</del>	<del>_____</del>
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- ~~(b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.~~
- ~~(c) Dispose from the dwelling unit and the building that contains 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 the Tenant 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 on 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.~~

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C. Other:

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Dated: \_\_\_\_\_, 20\_\_\_\_ Tenant

Tenant

Tenant

Landlord \_\_\_\_\_ Tenant