

# TENANT'S RULES AND RESPONSIBILITIES

## LANDLORDS OF IOWA, INC.

### Tenant[s] agrees to or that:

**1. ABANDONMENT-property:** Landlord is attempting to exercise diligence regarding tenant's property. All tenant's personal belongings must be removed from unit when tenancy terminates for any reason including end of lease, by notice, eviction, or abandonment; any property remaining becomes property of Landlord and Tenant forfeits all possession rights. Any arrangement to the contrary must be a prior written agreement between Landlord and Tenant.

**ABANDONMENT-signs of:** Generally occurs during time rent is due and is unpaid: Absence from unit 4+ days; removal of substantial portion of personal possessions, especially clothes, TV's\other electronics, small easy-to-move items; phone removed and/or disconnected; utilities shut off for non-pay and/or final utility requests without Landlord's knowledge; refrigerator nearly empty. Vehicle[s] gone. Appearance of neglect inside as well as outside - lawn, leaves, snow; mail/papers piling up. Unit may be left open - unlocked.

**2. ABSENCES:** To notify Landlord on or before first day of any extended absences 3 days [72 hours] from unit.

**3. ALTERATIONS:** Not to paint nor make any other alterations\changes without prior written approval from Landlord. Not to use nails, tape, gum-based adhesives, or fasteners other than picture hanging hooks with small nails. Not to remove at any time items permanently installed by Tenant without Landlord's written permission.

**4. BAD CHECKS:** To pay returned check charge of \$15.00 plus late fees. If a check bounces, future rent payment will be cash, cashier's check\money order. Landlord may sue for bad rent checks under Iowa's THEFT STATUTE.

**5. BEHAVIOR:** Minors under age of twelve [12] are never to be left unattended on premises.

6. No one is to climb trees; in multi-family housing no one is to play\loiter in halls, stairways, entrances, porches, laundries; disturb other residents or neighbors.

**7. CARPET:** To regularly vacuum carpet [2-3 times weekly]. To treat spills immediately. To pay for damage to carpet caused by: any unauthorized cleaning firm or person; smoking\tobacco materials; stains of any kind, cuts, holes, tears, etc. Carpet is: cleaned prior to move-in; to be cleaned at least every 12 months during occupancy and at move-out; to be cleaned at Tenant's expense and Only by approved or authorized firms; copy of receipt for cleaning is to be provided to Landlord.

**8. CLEANLINESS\LITTER:** To keep that part of the premises that Tenant occupies and uses, safe, sanitary, and clean as possible; not to litter hallways, entrances, laundries, parking areas or grounds. To keep papers, other debris, bikes, toys, lawn\garden tools\equipment picked up and stored properly. To keep walls, ceilings, doors, and woodwork reasonably clean and free of dirt and grease, especially the kitchen. To follow "How To Clean..." as a housekeeping guide.

**9. CONDUCT:** To see that the conduct of: Tenant, family, guests is never unlawful, disorderly or boisterous and does not interfere with rights, comfort, or convenience of other persons on or near premises.

**10. TO CONTROL NOISES** and keep down at all times the volume of music and/or any broadcast programs from: within the unit, outside on the premises, and from Tenant's and/or guests vehicles parked on premises and/or on street so as not to disturb other people's peace and quiet; no loud\disturbing noises should be heard in halls nor outside dwelling unit, especially between 9:00 pm - 8:00 am.

**11. COUNTERTOPS:** Do not use them as cutting boards or place hot utensils on them.

**12. CRIMES\FIRES NOTIFICATION:** To notify: fire department if fire is suspected; police department if you believe a crime is being committed or has occurred.

**13. CRIMINAL ACTIVITY:** Tenant, any members of Tenant's household, or a guest or other person under Tenant's control shall **not engage in nor permit:**

**a. Criminal Activity**, including drug-related criminal activity, on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of Controlled Substance Act (21 USC 802)

**b.** Any act intended to facilitate criminal activity, including drug-related criminal activity on\near premises;

**c.** Dwelling unit to be used for or to facilitate criminal activity including drug-related criminal activity.

**d.** The manufacture, sale, or distribution of illegal drugs at any location whether on\near location.

**e.** In acts of violence, or threats of violence, including but not limited to unlawful discharge of firearms on\near premises.

**14. DESTRUCTION:** Not to deliberately\negligently destroy, deface, damage, abuse, impair or remove any part of unit, common areas, building, exteriors, grounds, appliances, fixtures, or equipment nor knowingly permit another person to do so. This also includes gutters, down spouts, extensions outside and curtain\drapery rods\blinds inside.

**15. DOORS LOCKED:** To keep all locked nightly: deadbolts, door locks, and outside entrance doors.

**16. ELECTRICAL WIRING\FIXTURES:** To use no temporary wiring; to use only those extension cords which run directly from portable electric fixtures to convenience outlets & which do not lie beneath floor coverings or extend through doorways, transoms, or similar structural elements or attached thereto. Tenant shall not knowingly overload circuitry of dwelling unit. To keep clean: all fixtures\globes; ceiling fan blades.

**17. EQUIPMENT:** To use all facilities, appliances, fixtures, equipment only for purposes intended; [i.e. ovens are not for heating except in emergencies]; to keep them in clean, and sanitary condition; to be responsible for reasonable care, proper use, and proper operation of such.

**18. EVICTION:** To understand that present written rules may be amended and other written rules may be adopted concerning Tenant's use\occupancy of premises. To be bound by such rules; breaking those rules or violating any other part of the Rental Agreement including nonpayment of rent, sufficient grounds would exist for termination of lease by eviction. Normally any\all charges resulting from eviction are responsibility of tenant.

**19. EXTERMINATION OF PESTS:** To be responsible for extermination of any insects, rodents, or other pests on premises if Tenant is occupant of a single-family dwelling unit. If Tenant is occupant of a duplex, Tenant shall be responsible for such extermination within the unit occupied by him/her if that is only unit infested.

**20. FLAMMABLES\FIRES:** To store no gasoline, kerosene nor any other flammable within unit. To allow no hazardous act, which might cause fire or cause increase in fire insurance rates. To observe local burning codes when burning leaves, etc. If unit becomes uninhabitable because of fire, rent shall be suspended until unit has been restored to habitable condition unless tenant's [including tenant's family\guests] actions caused or contributed to fire.

**21. FLOORS:** To keep vinyl and wooden floors clean and sanitary; to use proper cleaners\waxes on no-wax and/or regular vinyl floors. To use only a sponge mop on vinyl tile floors rather than a string mop which allows excess water to stand on tile and seep under edges & loosen tile. On wooden floors to use only cleaners\waxes intended for such use.

**22. FURNITURE:** To check chairs, tables, beds, and other furniture legs\bases for protective slides\wheels, tips, etc. in proper working condition; to pay for any damage to floors and floor coverings resulting from furniture with lack of proper protection; to immediately cease using such furniture; To check sofas, chairs, and other furniture to prevent rubbing or bumping on\into walls and/or causing cracks\holes in walls. To be careful anytime when moving furniture not to damage walls, doors, and woodwork.

**23. GARBAGE:** To dispose promptly and in clean\safe manner from dwelling unit all garbage, rubbish & other waste which must all be in PLASTIC GARBAGE BAGS placed in garbage receptacles-cans\dumpsters. To place garbage cans on the day and location required for garbage pickup; after such pickup to promptly replace cans where they belong. To dispose of items\garbage in proper manner as required by health\city ordinances; to pay Landlord's expenses when necessary to hire someone to pick up any litter, trash, spilled garbage and general debris that Tenant has neglected for one week or more; to observe recycling policies.

**24. GUESTS:** To limit the stay of any guests\visitors to seven [7] days in any twelve-months or whatever period of time the law allows; to give prior written notice to Landlord.

**25. GUTTERS\DOWN SPOUTS\ EXTENSIONS:** In houses or duplexes to be responsible for clearing gutters of twigs, leaves, and other debris. To be responsible for keeping any down spouts\extensions connected to protect foundation and allow water to be diverted away from foundation. To pay for damages caused by negligence in not keeping gutters, down spouts, extensions properly connected. To pay a service fee if landlord has to connect gutters, down spouts, or extensions. At time of move-in, all gutters, down spouts, extensions will be either free of damage or damage noted in writing. If during tenancy any gutters, down spouts, extensions are damaged, further damaged or missing, Tenant agrees to pay for replacements.

**26. HALLWAYS\STAIRWAYS\LANDINGS\ENTRIES AND LAUNDRIES:** In multi-family housing to cooperate to keep all areas clear and clean at all times. Not to store items in these areas including lawn\garden tools\equipment, toys, playpens, bikes, trikes, strollers, etc. To see that person responsible cleans up spills right away. Not to litter areas with gum\candy wrappers nor any other papers nor debris; not to eat in these areas. Not to allow anyone to play\loiter in these areas or to disturb others.

**27. HEALTH\SAFETY:** To comply with requirements of building, housing, health codes relating to health\safety.

**28. HEATING EQUIPMENT:** To install new furnace filters monthly during heating season; regularly clean permanent filters. This aids in energy efficiency, a more efficient-operating furnace, lower utilities, and safety.

**29. INSPECTIONS:** Landlord reserves right to make periodic inspections to insure that desired standards of maintenance and cleanliness are observed.

**30. INSURANCE:** Landlord is not insurer of Tenant's person or possessions and is not liable for personal injury or death of Tenant, his family or guests or damage or loss of Tenant's personal property for any cause Landlord strongly recommends tenant obtain renter's insurance.

**31. KEROSENE HEATERS:** Not to use kerosene heaters.

**32. LAUNDRIES:** Laundries are provided for Tenants only; to promptly remove all laundry from machines; to clean machines and lint filters after each use; to keep laundry areas clean; not to loiter nor allow unsupervised minors in these areas; Landlord not responsible for lost laundry.

**33. LAWN\SNOW:** In single-family homes\duplexes: to pull\trim weeds, vines, saplings, etc. from yard, fences, foundations, sidewalks, driveways, etc.; to weed\trim\prune flowers\plants\shrubby and to mow\trim fences and yard whenever needed to ensure a neat appearance - generally every 7 to 10 days in summer. To rake leaves and pick up twigs, branches, vines, grass cuttings, and other debris. To properly dispose of all yard waste. To observe City's Weed\Snow Ordinances; to be responsible for any violations of such. To water grass, flowers, trees, and shrubs when needed. To remove snow\ice from steps, walks, and driveways promptly after a snowfall. To promptly pay Landlord\City, etc for such lawn\snow services if Tenant has failed to properly follow\observe rules and ordinances.

**34. LIGHT BULBS:** Light bulbs shall be furnished at time of occupancy; thereafter, Tenant will promptly replace all bulbs at Tenant's expense; not to "borrow" the Landlord's bulbs in the halls, basement, laundry rooms, and porches, etc.; at check-out, Tenant will be responsible for all bulbs to be working and to be same watt as originally provided.

**35. LOCKS:** Not to change locks nor rekey any door\mailbox without first obtaining Landlord's written permission. Having obtained permission, Tenant will pay for locks\rekeying and installation of such and provide Landlord within 24 hours with one duplicate key per lock. If Tenant changes locks without permission, all of the above conditions also apply. Landlord must have access to unit for emergencies and repairs. To pay relocking charges if anytime during tenancy keys are lost or all copies of keys are not returned at move-out.

**36. LOCKOUT:** In the event of a "lockout," each unit may receive one free service call by Landlord during regular weekday working hours only for TENANTS of dwelling. Tenant agrees not to break-in or force entry and if so to pay for any damages resulting. Service charges are due and payable at time service is provided: \$15 during regular weekday working hours of 9 am to 5 pm; \$25.00 during evenings, holidays, and weekends. If Tenant calls locksmith, Tenant is responsible for such charge.

**37. MAIL\NEWSPAPERS:** Anyone receiving mail at this address or using this for an address is considered a resident. To promptly pick up mail and newspapers and dispose of unwanted mail in trash or paper recycling bin.

**38. MALFUNCTIONS:** To give Landlord immediate and prompt notice: of any defects in plumbing, electrical, or heating systems; of problems with any appliances, fixtures, equipment, or any other part of premises, including water spots on ceiling or any sign that roof may leak, tilting porch, cracks in plaster or stucco, moisture in ceiling, buckling sheetrock/siding, spongy floor, leaky water heater, termite activity, etc. Notification should be during normal business hours unless emergency; Tenant should allow reasonable amount of time to correct the problem. If problem with refrigerator's not cooling, Tenant agrees to take prudent steps and remove perishables and store in cooler or in refrigerator or freezer of friend, relative, etc.

If Tenant has left message on an answering machine and no one responds within a short time, Tenant should call other numbers provided, especially during times other than normal business hours. To be responsible for extensive damages caused by delay in notification - either to tenant's or Landlord's property.

**39. MOVE-IN:** Prior to move-in the Tenant agrees to: sign all rental forms; pay in full the required amounts for Security Deposit and rent; sign up and pay for all utilities and services as of desired move-in date; conform to all other provisions of Rental Agreement. Early move-in may be available if unit is ready for occupancy and is vacant. Additional rent may be charged. Tenant must also have met the above requirements.

**40. OCCUPANTS:** To allow no more than one family to occupy the dwelling without written permission from Landlord. Not to allow occupancy to exceed occupancy standards of City Code; to allow no persons except those specifically listed on Application\Rental Agreement to occupy dwelling even temporarily without written consent of Landlord. Any occupant 18 years of age or older must complete Application and be approved by Landlord. If Tenant fails to inform Landlord of additional people occupying premises, Landlord may charge a fee and/or terminate the lease. "Occupant" is anyone whose mailing address and/or declared address is that of unit.

**41. PARKING\STORING VEHICLES:** Off-street parking: Usually only ONE space for ONE vehicle per dwelling unit and only for Tenant's vehicle; may require parking fee and/or identification stickers and/or assigned parking; not provided for guest's vehicle. Not to store cars, trailers, boats, etc. anyplace on premises or in parking area without prior written permission from Landlord. Inoperable vehicles are to be repaired or removed within 72 hours & must be in compliance with city's "junk car" ordinance. No major repairs on premises unless vehicle is kept in enclosed garage.

Vehicles are NOT to be washed on premises if Landlord is furnishing water. Parking allowed only in designated parking areas & **not on grass!** Owners of vehicles in violation will be responsible for towing charges. To keep only vehicles listed on Application and to notify Landlord whenever different one is obtained.

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

**43. PETS:** To allow NO fish, birds, reptiles, animals nor pets of any kind [except for service animals] anywhere on premises at any time. To report to Landlord/Manager any pets seen anywhere on premises. May not keep pets even temporarily belonging to another person at any time for any reason.

**44. PLUMBING\DRAINS\FIXTURES:** As of lease date Landlord warrants unit's sewage drains to be in good working order to accept normal household water for which they were designed. Tenant agrees to be responsible for proper care of all drains, toilets, and waste pipes in unit and cost of clearing\cleaning of any partial or complete stoppage of toilets and/or drains within 48 hours of stoppage. To use no caustic drain cleaners or Liquid Plumber-type products.

To be careful of what is poured or flushed down the toilet or drains: no diapers, diaper liners, Pampers, Cadets, tampons, grease, table scraps\food, clothing, towels, paper towels, newspapers, papers, washcloths, rags, children's toys, plastic items, coins, sand, dirt, rocks, balls of hair, wads of toilet paper, etc. Landlord is responsible only for stoppages, which a qualified plumber or drain-cleaner attests in writing, were caused by defective plumbing, tree roots, or acts of God.

**45. PRIVATE RESIDENCE ONLY:** To use as a private residence only for those named as residents and not to conduct any business\acts not in keeping with law\zoning regulations; No businesses of any kind [baby-sitting, day-care, car-repairs, etc] not approved prior in writing!

**46. RENT:** To pay rent IN PERSON OR BY MAIL on first day of month in advance to Landlord as per RENTAL AGREEMENT/LEASE paragraph A-3, between 1:30 pm-4:30 pm on the 1st, 2nd, & 3rd of each month (unless those days fall on Sunday or Holiday). Initial payment of 1st month's rent & security deposit must be made in cash, certified check or money order. Tenant can expect to receive a 3-DAY NOTICE TO PAY UNPAID RENT if rent is not paid on time and a \$25.00 service fee may be charged for each 3-DAY NOTICE. For rent unpaid by 9:00 a.m. on 4th of month, Tenant agrees to pay late fees of \$10.00 per day for days 1-4 with a \$40.00 maximum for the month as per Iowa Code 535.2(7).

Never to mail cash or to leave cash in mailboxes.

**47. REPAIRS:** Repairs to dwelling, furnishings, or appliances are to be done only by Landlord or a professional approved in writing by Landlord. Landlord will undertake repairs as soon as possible. Any repairs billed to Tenant should be paid to Landlord immediately.

**48. REPAINTING:** Upon vacating to be responsible for cost of repainting if needed within 3 years after unit was last painted.

**49. RULES:** Tenant has read\signed\received copy of all existing rules concerning use\occupancy of premises. Rules are part of Rental Agreement. To be bound by such rules; violation of such may be sufficient grounds for termination of lease. Landlord may adopt further or amended written rules concerning Tenant's use and occupancy of premises. Such changes will not become effective without notice of at least two weeks.

**50. SECURITY DEPOSIT:** To pay security deposit in full prior to occupancy; To sign Deposit Agreement. In the case of multiple Tenants, any Tenant[s] who leaves prior to lease termination relinquishes claim to Security Deposit held by Landlord unless Landlord determines that the out-going Tenant is responsible for damages exceeding his/her interest in deposit; remaining Tenants may be requested to pay amount necessary to bring deposit up to required amount. New Rental Agreement will probably be drawn up at this time.

**51. SIGNS:** Not to post any signs, notices, or visual displays on doors, windows, nor exterior walls.

**52. SMOKE DETECTORS\CARBON MONOXIDE DETECTORS\FIRE EXTINGUISHERS, etc:** To test detectors at least monthly; to report any problems to Landlord in writing; to replace batteries as necessary. Not to tamper with detectors, disable detectors nor remove batteries. Not to deliberately discharge fire extinguishers; to use all only for purpose intended; to notify Landlord if extinguisher needs to be recharged or replaced; to pay for detectors or extinguishers which are damaged\missing at move-out.

**53. SMOKING\TOBACCO USE:** Tenant[s] and guests who smoke or use any other form of tobacco products are responsible for any damages and special cleaning caused by such. These damages are not considered as normal wear and tear and may include but are not limited to: walls, ceilings to be professionally cleaned and\or repainted; carpets, drapes, or blinds to be deodorized and\or cleaned; repair or replacement of carpet with burns; and other smoking-tobacco related damages, etc.

**54. STORING ITEMS:** Not to store in the unit or anyplace on the premises any items belonging to somebody else without Landlord's written permission. i.e. Furniture, appliances, boxes of "stuff", vehicles, boats, bikes, etc.

**55. SUBLET\LOAN:** Not to sublet nor assign the lease or unit or any part thereof without Landlord's prior written permission.

**56. SWIMMING\WADING POOLS:** Not to permit swimming nor wading pools of any kind on premises. These are an attractive nuisance and also kill the grass.

**57. TELEPHONE:** To furnish Landlord with number or new number within 5 calendar days. Inform Landlord if number is unlisted. Landlord is not responsible for integrity of phone lines. Tenant is advised to pay phone company monthly for inside line service - line blocker.

**58. TENANT STATUS:** To furnish Landlord with information regarding any change in tenant employment, income, assistance or other information given at time of application. Such information is to be in writing no less than seven (7) days from date of change. Not doing so can be considered violation of rental agreement and reason for eviction.

**\*59. TERMINATION OF TENANCY:** Rental Agreement is legal, binding contract not to be entered into lightly. At least thirty [30] days prior to lease expiration to give Landlord written notice prior to moving-out except for lease expiring in months of December, January, February and March where sixty [60] days prior notice shall be required. Notice: is due on or before 1st of month and Tenant must be moved out by last day of month of termination; shall give a specific date [usually last day of month] and time for moving out and give forwarding address or instructions for return of deposit. Notice given on the 15th will be a 6-week notice.

Holding over - In the event that less than required notice is given or if Tenant "holds-over" past expiration of lease, Tenant agrees to pay \$75.00 daily to cover notice or hold-over period. If new tenant is expecting to move in on the 1<sup>st</sup> and you have not vacated, you will be responsible for new tenant's lodging expenses, etc.

After move-out Return all keys, arrange with Landlord a time for final inspection, and provide written forwarding address.

**60. UTILITIES:** To transfer utilities for which Tenant is responsible PRIOR to occupancy. Utilities not switched after 3rd day of occupancy will be disconnected. To have utility accounts in Tenant's name and to be responsible for those accounts throughout term of lease or occupancy term, whichever is longer. To use utilities provided by Landlord in reasonable and not wasteful manner; not to install additional appliances or equipment which would materially affect or increase energy consumption; to pay Landlord for charges of above-average usage if Tenant has more than designated occupants. To be responsible for any\all damages resulting from shut-off of utilities for non-pay or shut-offs requested by Tenant [unknown to Landlord]. To sign the most recent versions of all utility contracts and pay most recent required deposits. Both Tenant\Landlord agree to pay respective utilities promptly.

**61. WATER\SNOW\ICE DAMAGES:** To quickly shut off water when necessary to prevent further damage. To be responsible for all water damages to equipment, plumbing, ceilings, walls, floors, floor coverings, etc. resulting from but not limited to: over-flowing sinks, toilets, showers, tubs; plugged basement drains; defrosting refrigerators; rain, wind, snow, sleet, hail or other elements from leaving windows open; broken, ruptured or burst pipes, hot water heaters, faucets, etc. resulting from no heat with utilities shut-off for non-pay or final shut-offs requested by tenant and unknown to landlord or tenant's not maintaining cold weather temperature of at least 60 degrees.

**62.WATERBEDS\OTHER LIQUID-FILLED FURNITURE:** Not to keep any liquid-filled furniture without obtaining landlord's written permission; to allow waterbeds only with prior written permission and copy of waterbed insurance policy.

**63. WINDOWS\DOORS\STORM-DOORS:** Except for windows noted in writing as being cracked, broken, damaged or missing at move-in, Tenant is responsible for any windows\storms\screens cracked, broken, damaged or missing while tenant lives there. Tenant may repair windows, storms, screens if Tenant can do work in professional manner; otherwise Tenant must hire professional or submit maintenance request to Landlord. To pay for any windows [including glass\screen\frame] broken or missing in dwelling regardless of fault while Tenant lives there. Such damages should be immediately reported to Landlord so that repairs can be made; to keep screens in place at all times for health and security reasons. Not to allow broken windows to go unrepaired for over 48 hours.

Window coverings: All windows must be properly covered with blinds, or curtains or drapes properly hung. No newspapers, blankets, sheets, flags, or other substances may be used for window coverings after the first seven (7) days.

**64. YARD\GARAGE\BASEMENT SALES:** To conduct yard, garage, or basement sales or auctions only with Landlord's written prior permission.

**65. PARAGRAPH HEADINGS:** To understand that headings have been inserted for purpose of convenience and ready reference only. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the paragraphs to which they appertain.

**66. ILLEGAL PROVISIONS NOT AFFECTING LEGAL PROVISIONS:** Whatever item in these rules is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared; it shall not affect the validity of any other item in rules.

\*These paragraphs may require Landlord to insert information or check preferred responses.

**THANK YOU FOR YOUR COOPERATION.  
WE HOPE YOUR STAY WITH US WILL BE A PLEASANT ONE!**

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**MANAGEMENT\DISCLOSURE:** \_\_\_\_\_ **are**  
authorized to act in any and all capacities for the Landlord

**\We have read\received a copy of these rules, understand them, and agree to abide by them.**

_____ Signature/Tenant #1	_____ Date	_____ Signature/Co-Signer #1	_____ Date
_____ Signature/Tenant #2	_____ Date	_____ Signature/Co-Signer #2	_____ Date
_____ Signature/Tenant #3	_____ Date	_____ Signature/Co-Signer #3	_____ Date
_____ Signature/Tenant #4	_____ Date	_____ Signature/Co-Signer #4	_____ Date