

RESIDENTIAL LEASE AGREEMENT

This agreement, dated Aug 1, 2021, is between REM Properties, LC and _____.

1. Property Manager:

The Property Manager(s) and/or agent(s) is/are and will be referred to in this Lease Agreement as "Property Manager."

Erica Mason
(Property Manager) 319-541-7283
Rich Mason
(Landlord)

2. TENANT:

The Tenant(s) is/are: _____
and will be referred to in this Lease Agreement as "Tenant."

3. RENTAL PROPERTY:

The Property Manager agrees to rent to the Tenant the property described as a(n) apartment located at _____ which will be referred to in this Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on Aug 1, 2021 at 12:00 pm and will end on Jul 25, 2022 at 12:00 pm. You will be charged full months rent for July.

5. USE & OCCUPANCY OF PROPERTY:

The only person(s) living in the Leased Premises is/are: _____

6. RENT DUE:

A. The amount of the Rent is XXXX to be paid -.

B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Property Manager must receive the Tenant's payment.

C. IF TENANT CHOOSES TO ADD A ROOMMATE, LANDLORD MUST APPROVE THE ROOMMATE, AND THE RENT WILL INCREASE

7. LATE PAYMENTS: In accordance with Chapter 535.2, (7), Code of Iowa, rents over \$700 per month, a late payment fee of up to \$20.00 per day for the first 5 days after rent is due shall be charged to the TENANT unless prior arrangements have been made. Payment of rent postmarked on or after the due date for rent and checks returned by the tenant's bank will be considered a late rent payment. Rents up to \$700 will pay a late charge of \$12 per day, upto \$60 per month. Such fee shall be considered additional rent, and if not immediately paid upon demand, shall be added to next month's rental amount.

8. SECURITY DEPOSIT:

A. The Tenant(s) have paid to the Property Manager a Security Deposit of XXXX.

B. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Lease Agreement has ended and/or for any unpaid charges due by reason of Tenant's default of this Lease Agreement.

C. The security deposit will be returned by REM to the single designated Tenant (Deposit Holder) within thirty (30) days after expiration of the Lease, less amounts properly withheld by Landlord. Tenants shall provide to Landlord in writing, 10 days prior to move out, a forwarding address of the deposit holder. Determination of the amount of security deposit returned is final unless written objection is received within 30 days of receiving deposit. The security deposit cannot be used by the Tenants to pay rent or for accumulated charges.

9. UTILITIES & SERVICES:

A. TENANT IS RESPONSIBLE FOR THE FOLLWING UTILITIES AND SERVICES BEFORE MOVE IN: and is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.

B. Property Manager will be responsible for the following utilities and services:

C. Tenants are liable for excessive utility costs (dripping faucets, running toilets, broken windows, etc) due to Tenants failure to immediately report maintenance problems. Tenants are obligated to mitigate losses (shutting off water supply, covering broken window, etc) and calling manager until problem is resolved.

10. MAINTENANCE AND REPAIRS:

The Tenant will be responsible for all repairs if they destroy, deface, damage. alter. paint, remodel, impair or remove a part of the dwelling unit or knowingly permit a person to do so.

11. CONDITION OF PROPERTY:

A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.

B. The Tenant agrees that neither the Property Manager nor his agent have made promises regarding the condition of the Lease Premises.

C. The Tenant agrees to return the Leased Premises to Property Manager at end of the Lease Agreement in the same condition it was the beginning of the Lease Agreement.

12. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Iowa.

13. (a) TENANT agrees that no representations, warranties, (expressed or implied) or covenants with respect to the condition, maintenance or improvements of the apartment, building or other areas have been made to the TENANT except those contained in this Agreement, or otherwise in writing signed by REM, or otherwise required by law.

(b) Prior to commencement of occupancy. Tenant shall inspect the property, and to complete the Move - In Inventory Form, Apartment Inspection Checklist and Smoke Alarm and Fire or provide a list.

Extinguisher Checklists (if applicable). TENANT's failure to sign these forms shall not be considered a waiver as to the fitness or habitability of

the property
upon move in.

14. REM'S OBLIGATIONS: REM agrees to:

- (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 common areas of the premises in a clean and safe condition, but REM shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by a tenant in the common areas of the premises used by REM.
- (d) Maintain in good and safe working order and condition, all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by REM.
- (d) Provide and maintain appropriate receptacles and conveniences, accessible to TENANT, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to occupancy of the dwelling unit, and arrange for their removal.
- (1) 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 an installation within the exclusive control of TENANT and supplied by direct utility connection.

15. TENANT'S OBLIGATION: TENANT shall:

- (a) Comply with all obligations primarily imposed upon TENANTS by applicable provision 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 permits.
- (c) Dispose from 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 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 in the premises
- (1) 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.
- (h) Allow access to an exterminator for necessary periodic treatments. Landlord shall give the tenant prior notice of such access in accordance with the law.
- (i) TENANT shall within three (3) days following the commencement of the lease term or taking possession of the apartment, whichever occurs first, cause all utilities billed direct to the apartment to be placed in the name of the TENANT. In the event TENANT fails to cause all directly billed utilities to be placed in TENANT'S name by the required time, REM shall assess TENANT an hourly service charge for the time and expense of REM resulting from such failure. TENANT is responsible for full payment of all utilities through the end of the lease term.

16. Upon demand and presentation of bills or invoices, TENANT agrees to immediately reimburse REM for the actual expenses incurred to repair any damage caused negligence or improper use by TENANT, his family or his guests. Such amounts shall be considered additional rent, and if not immediately paid upon demand, shall be added to the next month's rental amount.

17. ALTERATIONS. ADDITIONS: TENANT will make no alterations or additions to the apartment building without prior written consent of REM TENANT shall leave upon, and surrender to REM, with the premises at the termination of the Rental Agreement, all locks, brackets for curtains, and all other fixtures to doors, windows, or woodwork, and all alterations, additions, or improvements made by TENANT, without any payment therefore. All doors must remain on hinges.

18. ACCESS: REM 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 the premises, make necessary or agreed upon repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, TENANTS, exterminators, workmen or contractors: provided, however, that REM 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.

19. TENANT'S USE OF APARTMENT: The apartment shall be occupied solely for residential purposes by the TENANT and any children that may be born to or legally adopted by TENANT during the term. Neither Resident, members of Resident's family or Resident's guests shall perform or permit any conduct that damages the building, or is disturbing to other TENANTS, or is illegal or increases the rate of insurance in the building. **NO SMOKING, NO PETS, NO KEGS OR LARGE PARTIES ARE ALLOWED UNDER ANY CIRCUMSTANCES.**

20. ASSIGNMENT. SUBLETTING, Roommate Changes: Subletting, assignment or securing a replacement will be allowed only upon written approval and permission of REM. TENANT is responsible for reimbursing REM for actual expenses incurred. Sublet fee is \$100. The deposit held by the landlord will be given back to the original tenant deposit holder, only after the sublease has moved out. Any repairs, damages and cleaning charges will be subtracted from deposit. Arrangements must be made between the sub lessor and sub lessee regarding exchanging of keys, apartment cleaning and additional deposit.

21. PETS: TENANT will not permit a pet anywhere in the apartment or the building unless REM

gives prior written permission.

22. Neither REM nor titleholder of the property is an insurer of TENANT's person or possessions. TENANT is obligated to secure renter's insurance at Resident's expense. Any damage to Resident's personal property is not covered by REM's casualty insurance policy.

23. RULES: TENANT, his or her family and guests will comply with all rules and regulations, which rules and regulations have been furnished to TENANT. REM may, from time to time, and in the matter provided by law, adopt further or amended written rules concerning the TENANT'S use and occupancy of the premises. Liability for fine, TENANT will be liable to Landlord for any fines imposed on Landlord as a result of TENANT'S violation of applicable city or state codes.

1. Not to litter or damage those areas outside the rented premises owned by the landlord, and not to leave furniture or appliances on lawns, porches or roofs. Only outdoor furniture on porches per city code.

2. **Utilize sufficient heat to prevent freezing of water pipes.**

A) MAKE SURE THERMOSTAT IS KEPT ABOVE 65 DEGREES AT ALL TIMES. DO NOT TURN OFF HEAT DURING WINTER.

B) Tenants shall protect pipes to prevent freezing and bursting of the water pipes and keep the faucets closed to prevent waste or flooding of said Premises and shall be responsible for all damages to the premises. Tenant shall unhook all hoses outside of the dwelling before the first frost and keep them unhooked during the winter.

3. Replace light bulbs as they burn out.

4. Tenant is responsible for battery replacement of smoke detectors .

5. Never climb on or use roof on any part of premises, except for escape from a fire.

6. Notify the landlord on or before the first day of any extended absence (more than one week).

7. Limit stay of guests and visitors to less than 7 days and nights per month.

8. Not to host gatherings where the abuse of neighbors peace and privacy is involved. This includes any beer parties.

9. Not keep pets in the rented premises for any period of time unless approved in writing by the landlord.

10. Not use any open flame devices, candles, space heaters or hazardous waste. Heavy carbon deposits result in causing soot damage. Tenant will pay for new paint.

11. Not store any personal property in any furnace closet or near the water heater.

12. Power strips are required for multiple plug-ins. No extension cords are allowed.

13. Neither window air conditioners or interior lock/keys are provided to tenants by the landlord.

14. PORCHES AND DECKS: NO grills, garbage cans or garbage sack, kegs, coolers. Grills are not allowed to be used or stored on deck per city code.

15. NO SMOKING.

24. FIRE OR CASUALTY DAMAGE:

(a) TENANT'S OPTIONS. If the premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is sub-substantially impaired, TENANT may (i) immediately vacate the premises and notify REM within fourteen (14) days of TENANT'S intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the day of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling unit rendered 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 Rental Agreement is terminated under the provisions of this paragraph, REM 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.

(b) REM'S OPTIONS: If the premises are damaged or destroyed by fire or other casualty beyond the reasonable control of REM to the extent that continued occupancy is unlawful, REM shall have the option of termination. REM shall have the option of termination of this Agreement by giving TENANT seven (7) days written notice of such termination and return to TENANT all prepaid rentals apportioned as above and all security coverage under the Iowa Uniform Residential Landlord and Tenant Act. Unless otherwise provided by law or statute. REM shall not be liable for damages for termination pursuant to this paragraph.

25. RENEWAL NOTICE REQUIREMENTS: REM PROPERTY MANAGEMENT RESERVES THE RIGHT TO REQUIRE RENEWAL NOTICES BE RETURNED WITHIN 30 DAYS OF TENANTS RECEIVING THE RENEWAL NOTICE. LANDLORD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY RENEWALS.

26. TERMINATION: Upon termination of this agreement, TENANT shall yield up immediate possession to REM and deliver all keys to REM at the place where rent is payable, or as otherwise directed by REM. The attached Security Deposit Agreement and the Iowa Uniform Residential Landlord and Tenant Act will govern return of the security deposit (currently 30 days). Personal property left in the rental unit following termination of the rental agreement shall be presumed abandoned by the Tenant.

27. NONPAYMENT OF RENT. In addition to REM'S other remedies provided by law and without prejudice there to: if rent is unpaid when due, and TENANT fails to pay the rent within three (3) days notice by REM of nonpayment and REM's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then REM may terminate this Rental Agreement according to the Uniform Residential Landlord and Tenant Act of the State of Iowa. If TENANT abandons or vacates or is evicted from the premises before the expiration of the term, as stated or renewed, Landlord shall make reasonable efforts to rent the apartment, pursuant to its rules, and apply the proceeds from such efforts to the rent due or to become due under this lease. TENANT shall remain liable for any deficiency and agrees to pay the deficiency. Termination of this lease for nonpayment of rent shall not relieve TENANT from liability for rent, utilities, or other sums due.

28. ABANDONMENT: TENANT shall notify REM of any extended absence (exceeding 14 days) no later than the first day of such absence. During an absence of TENANT exceeding seven (7) days REM may enter the premises at times reasonably necessary to protect the premises. An un-notified absence exceeding fourteen (14) days shall constitute abandonment. REM shall make

reasonable efforts to relet the premises at any fair rental. All property of TENANT left in the abandoned premises may be removed and stored at TENANT'S expense. For possessions left in the rental unit by TENANT following abandonment, REM may sell or place in long-term storage those items with any fair market value, provided REM mails written notice to TENANT'S last known address of REM'S intentions to sell, store or dispose of the possessions, and TENANT does not claim the possessions or make arrangements with REM to reclaim the possessions within two (2) weeks following the mailing of such notice. Proceeds from the sale or other disposition of the possessions shall be applied to rent or other charges due or to become due under this lease, or other costs of disposition, and the balance, if any, joined with the security deposit of TENANT. REM shall have no responsibility for or liability to TENANT for the disposition of personal possessions or property left on the premises by TENANT following abandonment. The reletting of abandoned premises shall not constitute REM'S acceptance of the surrender of the premises, and REM shall be entitled to all damages recoverable by REM under the Iowa Uniform Residential Landlord and Tenant Act.

29. If Resident violates this lease agreement, or any provisions of the Iowa Code Chapter 562A, REM may terminate this lease agreement in accordance with the law.

30. NOTICES: All notices shall be delivered in accordance with the landlord/tenant statute.

31. GENERAL:

(a) No oral agreements have been entered into and this agreement shall not be modified unless in writing,

(b) The captions or headings of paragraphs are for identification purposes only and do not limit or construe the contents of the paragraphs.

(c) All of the TENANT'S statements in the Rental Application were relied upon by REM in executing this contract, and any material misinformation therein shall be considered cause for termination by REM or TENANT'S right of Occupancy

(e) In the Event of more than one TENANT, each TENANT/ GUARANTOR is jointly and severally liable for each provision of this contract.

(1) The invalidity or unenforceable of any provision hereof shall not affect or impair any other provision.

(8) Nothing in this Agreement shall be construed as requiring either party to waive or forego any rights or remedies granted under the laws of this state,

(h) All of REM'S remedies, whether specifically stated in this Agreement or granted by law, shall be cumulative.

32. INTERESTS ON SECURITY DEPOSIT All security deposits may be held in an interest bearing account. Any interest earned on a security deposit during the first five years of tenancy shall be the property of the landlord according to the Uniform Residential Landlord and Tenant Act of the State of Iowa.

33. REM shall not be responsible for paying attorney fees incurred by TENANT in legal proceedings initiated by either TENANT or REM"unless specifically awarded by a court, as authorized by the Uniform Residential Landlord Tenant Act."

34. APPLIANCE FAILURE: In the event of the failure of an appliance that is furnished by landlord under this Rental Agreement, landlord's sole responsibility shall be the repair or replacement of the appliance, in landlord's sole discretion. TENANT shall notify REM as soon as practicable in the event of an appliance failure. REM is not responsible for any loss of use or consequential damage that that can be avoided by TENANT's compliance with this reasonable notice requirement.

35. KEYS: Tenant will be given appropriate keys to entry and mailbox (if applicable) and must return to landlord at end of lease.

36. LOCKOUTS: Should TENANT lock him/herself out of rental unit and be unable to gain access, REM's agent may let them in. If REM agrees to let TENANT into the unit during such period, TENANT shall reimburse REM for its actual expense incurred for providing such service. Such expense shall be considered additional rent, and shall be added to the next month's rental obligation. We will charge up to \$50 per lock out plus cost of any required labor or materials for re-entry.

37. Lead Base Paint Warning Statement: Housing built before 1978 may contain lead base paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also received federally approved pamphlet on lead poisoning prevention.

EM

Eric M. Mason