

GREATER IOWA CITY AREA APARTMENT ASSOCIATION
RESIDENTIAL RENTAL AGREEMENT

SECTION 1

This Rental Agreement is made by and between REM Properties, LC, "Landlord," and _____, "Tenant".

Additional authorized Occupant(s): _____

Tenant agrees to lease the rented premises from Landlord and to pay Landlord as rent \$ _____ per month, payable by one check only, on the 1st day

of each month. Rent shall be paid without demand or notice at the address of the Landlord which is 953 Weeber Street Iowa City, Ia. 52246

or at such other place as Landlord may direct. The term of this Rental Agreement shall commence at _____ noon on the day of _____, 20 _____,

and end at _____ noon on the _____ day of _____, 20 _____ *No reduction in rent for July, RM*

The address of the rented premises is _____

Tenant agrees to arrange and pay for the following utilities: Electricity Gas Water & Sewer Trash Cable TV Telephone

Shovel snow & rake leaves. RM

JOINT AND SEVERAL LIABILITY. Each person aged 18 or older who will occupy the rented premises must sign this Rental Agreement as Tenant. If this Rental Agreement is executed by more than one person, each person shall be jointly and severally liable for the entire rent payment and security deposit payment.

MANAGEMENT: The person designated to manage the rented premises, receive notices, demands and service of process is:

Rich Mason
Name

337-5022

953 Weeber Street Iowa City, Ia. 52246
Address

SECTION 2

SECURITY DEPOSIT. At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in trust the sum of \$ _____ (not to exceed two months' rent) as a security deposit for the full and faithful performance by the Tenant of all the terms and conditions of this Rental Agreement. Such deposit shall be returned by the Landlord within thirty (30) days of the end of the Rental Agreement, less damages, as provided in the Uniform Residential Landlord and Tenant Act, and conditioned upon Tenant providing the Landlord a forwarding address. Tenant may ~~not~~ use the security deposit as the last month's rent.

SECTION 3

- 1. AGREED REPAIRS.** As a precondition of this Rental Agreement, the Landlord agrees to make the following alterations or repairs: _____ by not later than _____
- 2. LATE PAYMENTS.** In accordance with Chapter 535.2, (7), Code of Iowa, 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 late rent payment.
- 3. AUTHORIZED OCCUPANCY.** Occupancy of the rented premises shall be limited to the individuals named on this Rental Agreement as Tenant or as Additional Authorized Occupants.
- 4. KEYS.** Landlord will charge \$ 25 for key replacement plus the cost of the key.
- 5. TENANT INSPECTION.** Tenant agrees and acknowledges that the rented premises will be inspected by Tenant prior to occupancy and that Tenant will provide Landlord a list of any items which are not acceptable prior to assuming occupancy and that Landlord will have a minimum of 14 days in which to correct such items. Tenant further agrees and acknowledges that the rent for the rented premises is fair and reasonable. In the event Tenant fails to inspect the rented premises prior to occupancy or fails to provide Landlord with a list of items which are not acceptable prior to occupancy, Tenant hereby accepts the rented premises as is and acknowledges that the rented premises was in a habitable condition at the commencement of this Rental Agreement.
- 6. 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 prorata basis until possession can be delivered, which 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 5 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.
- 7. HOLDING OVER.** If Tenant remains in possession after termination of this Rental 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 the Uniform Residential Landlord Tenant Act.
- 8. ABANDONMENT.** Abandonment of the rented premises shall be defined as (a) Tenant's absence for fourteen (14) consecutive days without notifying the Landlord or (b) Tenant's absence for seven (7) days combined with actions which indicate abandonment.
- 9. RULES.** Landlord, from time to time, may adopt rules and regulations for the rented premises concerning Tenant's use and occupancy of the premises. Tenant acknowledges that all existing rules concerning Tenant's use and occupancy of the premises have been furnished to Tenant in writing. Additionally, Landlord may, in the manner provided by law, adopt further or amended written rules concerning Tenant's use and occupancy of the premises and Tenant hereby agrees as a condition of this Rental Agreement to acknowledge receipt of said rules and regulations as they are presented to Tenant.
- 10. ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the rented premises in order to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the rented premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the rented 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 Tenant's consent, Landlord shall give Tenant at least twenty-four hours notice of Landlord's intent to enter and enter only at reasonable times.
- 11. FIXTURES AND IMPROVEMENTS.** Tenant shall make no alterations, additions or improvements, nor attach fixtures, without Landlord's prior written consent. Tenants shall leave upon, and surrender to Landlord, with the rented premises at the termination of this Rental Agreement, all fixtures, including 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 therefor.
- 12. VACATING PREMISES.** Tenant agrees to vacate the rented premises and to deliver all keys to the rented premises to Landlord at the end of the term.
- 13. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement, nor sublet the rented premises or any portion thereof, without the prior written consent of Landlord.
- 14. TENANT'S RESPONSIBILITY TO INFORM LANDLORD OF DEFECTS.** Any defective condition of the rented premises which comes to Tenant's attention shall be reported to Landlord immediately.
- 15. INSURANCE - TENANT'S PERSONAL PROPERTY.** Tenant shall be responsible for insuring all personal property of Tenant and Tenant acknowledges that Landlord's insurance need not cover Tenant's personal property. Tenant may be held liable for damage to the rented premises caused by Tenant's neglect regardless of coverage by Landlord's insurance.
- 16. DEFAULT:** Tenant shall be in default of this Rental Agreement for failure to timely pay rent or violation of any other provision of this Rental Agreement or the rules attached hereto. In the event of any default, Landlord shall have access to all remedies available under this Rental Agreement or at law.
- 17. GOVERNING LAW.** This Rental Agreement shall be governed by the laws of the state of Iowa.

18. **ENTIRE AGREEMENT.** This Rental Agreement, including any addendum, amendment or addition constitutes the entire agreement between the Landlord and Tenant and no statement, representation or promise with regard to this Rental Agreement (including any repairs, alterations, improvements or any change in the term of this Rental Agreement) shall be binding unless set forth in writing and signed by both Landlord and Tenant.

19. **ADDITIONAL PROVISIONS.**

I/We have read the above and understand the above and agree to comply with the above.

Tenant Date Landlord Date
 Tenant Date
 Tenant Date
 Tenant Date

RENTAL RULES, REGULATIONS AND RESPONSIBILITIES

BY SIGNING THIS DOCUMENT OF RENTAL RULES, REGULATIONS, AND RESPONSIBILITIES, TENANT AGREES TO:

1. Comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes.
2. Keep the rented premises clean and safe, in accordance with the city housing code.
3. Dispose of all ashes, rubbish, garbage and other waste bagged in acceptable refuse bags in the containers provided or in accordance with applicable city codes.
4. Not to dispose of anything other than human waste products in toilet. Tenant agrees to report any defective condition in the rented premises and Tenant agrees to pay for any additional costs incurred by Landlord for Tenant's failure to immediately report to Landlord any dripping faucet or running toilet.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the rented premises. Tenant use of extension cords is limited to cords with electrical breakers as specified by applicable city codes.
6. Not to destroy, deface, damage, alter, paint, remodel, impair, or remove a part of the dwelling unit or knowingly permit a person to do so.
7. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment or his, her or their premises.
8. Use the highest degree of care in maintaining the rented premises in the same condition as when first rented by the Tenant. Tenant agrees to thoroughly clean all floors, carpeting, bathroom fixtures, and appliances before vacating premises and agrees to pay reasonable cleaning charges for noncompliance. Tenant must own or have access to a vacuum cleaner.
9. 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.
10. Reimburse the Landlord for damages arising out of any acts of Tenant or Tenant's visitors.
11. Utilize sufficient heat so as to prevent freezing of water pipes.
12. Close all doors, windows and storm windows during the heating season.
13. Replace light bulbs as they burn out and leave them with the rented premises at the end of the Rental Agreement.
14. Not add or move telephone and television outlets without the Landlord's consent.
15. Turn off water faucets, lights, electric devices, and appliances when not in use.
16. Not park motor vehicles, trailers, or other equipment on the Landlord's property in any unauthorized area without the Landlord's consent.
17. Not hang any furniture, fixtures, or book cases from the ceiling without the Landlord's consent.
18. Never climb on or use the roof of any part of the premises, except for escape from fire.
19. Refrain from any unlawful activities in the rented premises. Any unlawful activity is considered a breach of this Rental Agreement and will result in eviction. Proper authorities will also be notified of any unlawful activities.
20. Notify the Landlord on or before the 1st day of any extended absence (one week or more) from the rented premises.
21. Limit stay of guests or visitors to less than seven (7) days and nights per month and give written notice to the Landlord of guests or visitors. Breach of this rule could be construed as an unauthorized sublet.
22. Test smoke detectors weekly and advise Landlord of any problems. Tenant is responsible for battery replacement and maintenance of same.
23. Transfer utilities for which Tenant is responsible to Tenant's account prior to occupancy. Utilities not switched after the third (3rd) day of occupancy may be disconnected. Tenant agrees to use utilities provided by Landlord in a reasonable and not in a wasteful manner.
24. Not to host gatherings where abuse of the neighbors' peace and privacy is involved or abuse of the rented premises is involved. This includes any beer parties.
25. Not keep pets in the rented premises for any period of time unless approved in writing by Landlord.
26. Not store any personal property on the public decks, hallways, on the steps, or attached to the steps. All such property will be considered as abandoned property and such property will be discarded without notice.
27. Not discard tires, batteries, appliances and furniture in the outside refuse containers, or beside the containers.
28. Not use any open flame devices, candles, kerosene lamps, halogen lamps, space heaters or hazardous waste.
29. Not store any personal property in any furnace closet or near the water heater.
30. Tenants are required to carry renters insurance on all their personal property.
31. Breaker bars are required for multiple plug-ins. No extension cords are allowed.
32. At signing of this lease agreement, each individual Tenant will deliver to the Landlord (12) rent checks, dated for the first day of each month covered by this lease, to be retained by Landlord, and cashed by Landlord not before the dates entered on the checks. This is for convenience of the tenant rent payments and does not have any legal affect on the joint or several lease agreement.
33. No burning candles. Heavy carbon deposits result in causing soot damage. Tenant will pay for new paint.
34. No Smoking, no pets, no kegs or large parties are allowed under any circumstances.
35. Neither window air conditioners or interior locks/keys are provided to tenants by the landlord.
36. Rent late fees are \$20 per day per Iowa Code with \$100 maximum penalty per month.

BY SIGNING BELOW I/WE AGREE TO ABIDE BY THE RULES, REGULATIONS AND RESPONSIBILITIES OUTLINED HEREIN IN ADDITION TO THE TERMS OF THE RENTAL AGREEMENT WHICH I/WE HAVE EXECUTED.

By: Tenant Tenant
 Tenant Tenant

SIGNED AND RECEIVED ON: / / (date)

**SUBLET AGREEMENT
 (Optional at Discretion of Landlord)**

If written consent is given, Tenant agrees to pay the sublet fee as stated below. Tenant acknowledges that Tenant retains a reversionary interest in any sublet agreement and Tenant agrees to remain jointly and severally liable for the default of any rent payment by the Sublettee. Sublettee, jointly and severally, agrees to fulfill all of the terms of this Rental Agreement and abide by all of the Rules, Regulations and Responsibilities written above.

Sublet Fee: \$ 75.00

Tenant's Consent	Sublettee's Consent	Landlord's Consent	Date
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