

DWELLING UNIT RENTAL AGREEMENT

It Is Agreed on _____, 20____ between Jensen Property Management as authorized agent for owner (referred to as Landlord), and _____ (referred to as Tenant) that Landlord lets to Tenant(s), and Tenant(s) leases from Landlord the following Dwelling Unit (the Unit):
_____.

1. TERM The initial term of this Rental Agreement shall be from 12:00 noon on _____ to 12:00 noon on _____. The term shall be automatically extended from month to month (referred to as an extended term) unless terminated by either party giving a written notice to the other no later than noon on the last day of the month preceding the last month of the initial term or, during any extended terms, the last day of the month preceding the ending month of the term.

2. RENT

a. **Amount, Payment Date** - Tenant agrees to pay Landlord as rent for initial and any extended term, \$_____ on _____, 20____ and \$_____ **on the first day** of each month thereafter. Rent shall also include (a) any Extra Person Charge under Par. 13 below; (b) any utilities for which Tenant is responsible but which Landlord has paid; (c) any other charges or fees due under this Agreement.

b. **Form and place of payment** - All tenant payments must be paid with **one payment**. Multiple payments may be accepted if agreed to in writing by both parties. Payments will be paid to _____ (Landlord). Payments will be placed in one envelope with the dwelling unit address clearly written on the front. Place of payment will be _____ or such other address as Landlord may direct, No Later Than the Dates Provided Above. Tenant must pay rent by personal check, cashier's check, or money order, not cash. Landlord may require Tenants to pay rent by cashier's check or money order if: (a) any checks tendered for payment of rent are dishonored more than once in a six month period or (b) rent is ever paid more than three days late.

c. **Dishonor of Check, Application of Payment.** If Tenant's check is dishonored, tenant(s) agree to pay a \$20 service fee for each returned check plus the late fee provided below. Landlord may assess Tenant the maximum surcharge allowed by Iowa law in addition to any late fee provided below. Rent received shall be applied by Landlord first, to any late payment fee; second, to any dishonored check surcharge; third, to fees charged to Tenant due to breach of the Agreement or the Rules; fourth, to any Extra Person Charges; fifth, to utilities, garage and storage unit charges; and sixth, to rent.

If box is marked, a Garage (Garage #_____) is included with Unit for \$_____ per month, and total monthly rent is then \$_____. The term of any Garage rental shall be the same as the term.

3. LATE PAYMENT OF RENT Under the Iowa Uniform Residential Landlord and Tenant Act (IURLTA), if any payment is received after the payment due date in any month, **Landlord may charge a late payment fee of \$40.**

4. NONPAYMENT OF RENT If rent is unpaid when due and continues to be unpaid for three days after Tenant receives a Notice to Cure and to Quit, then Landlord may pursue the remedies provided under the Iowa Uniform Residential Landlord and Tenant Act (IURLTA). If rent is paid with a dishonored check after Tenant receives a 3-day Notice; Landlord may still proceed under the IURLTA as if dishonored check were never tendered. In addition, Landlord may proceed under Iowa law, which under certain conditions allows recovery of triple the amount of a dishonored check, up to \$500, plus the amount of the check. Replacement of dishonored checks must be made by cashier's check or money order. Tenant shall remain liable for payment of rent even after termination of the tenancy of Tenant (whether for nonpayment of rent or any other term of this Agreement). **Tenant acknowledges that termination of the tenancy is not the same as termination of the Agreement.**

5. SECURITY DEPOSIT When Tenant signs this Agreement, Tenant shall pay Landlord in trust \$_____ (no more than two months' rent) as a security deposit pursuant to the IURLTA. **Tenant shall pay the landlord with one personal check, cashier's check, or money order.** Even if the security deposit comprises partial payments from more than one Tenant, Landlord shall be entitled to treat the sum as a single deposit under Sect. 12 of the IURLTA.



6. UTILITIES, SERVICES, GARAGES AND STORAGE UNITS Tenants are responsible to place utilities in Tenants; name for the Term, even if Tenants do not reside in the Unit. Utilities shall be paid by the party indicated below:

	LANDLORD	TENANTS		LANDLORD	TENANTS
Electricity			Lawn Care		
Garbage			Snow Removal		
Gas			Cable TV		
Water/Sewer			*Internet		

Tenants acknowledge that Landlord has explained that Tenants must also pay utility rates, charges and services attributable to the Unit in addition to those paid by Tenants directly to the utility company. If Tenants fail to place utilities in Tenants' name, and Landlord receives a bill for those utilities, a \$25 service fee will be assessed by Landlord for each such bill. The fee may be waived if (a) bill is under \$50 (b) utility is paid promptly, and (c) service is put in Tenants' name within 10 days of Landlord's notification to Tenants. If any of these conditions is not met, the \$25 service fee and any unpaid utilities will be charged to and be treated as unpaid rent. In addition, late fees may be assessed, and a 3-day Notice to Cure and to Quit may be served. Tenants shall reimburse Landlord promptly for any utilities paid by Landlord on behalf of Tenants. An electric bill guarantee (if any) may modify this paragraph if the parties sign a separate addendum.

7. JOINT AND SEVERAL LIABILITY Tenant acknowledges that each is jointly and severally liable for all obligations under this Agreement and that any deposits may be applied under the IURLTA to all amounts due from Tenant. In the event of nonperformance of an Agreement provision, whether a rent payment or other provision, Landlord may demand the entire performance (such as the rent payment) from any one Tenant. Landlord shall not be required to accept partial payment(s) from any Tenant.

8. LANDLORD'S DISCLOSURE ON LEAD-BASED PAINT If required due to the age of the building in which the Unit is located, Landlord has given Tenant a Lead-Based Paint Disclosure Statement on a separate form. If so, Tenant hereby acknowledges that Tenant has received copies of all information required and the pamphlet Protect Your Family from Lead in Your Home.

9. *INTERNET ACCESS SERVICE ADDENDUM Tenant agrees to the terms, where applicable, of the attached addendum. **Tenant's Initials:** _____

10. ADDITIONAL PROVISIONS Tenant agrees to the provisions in paragraphs 11 to 59 on the attached pages. Landlord may, from time to time, in a manner provided by law, amend existing or adopt further Rules.

Jensen Property Management, Inc.

_____, _____ (Title)

Deposit*	Tenants	Social Security #	
_____	_____	_____	Base Rent _____
	_____	_____	Extra Person _____
	_____	_____	Garage(s) _____
	_____	_____	Pet(s) _____
	_____	_____	Other _____
	_____	_____	Total Rent _____
	_____	_____	Deposit _____

*First signature acknowledges that the deposit was paid by this tenant.



ADDITIONAL PROVISIONS

11. Manager - JENSEN PROPERTY MANAGEMENT 4611 MORTENSEN AMES, IA 50014

(515) 233-2752 is the agent designated by owner to manage the Premises. Any notices required under this Agreement shall be delivered to Landlord at the place designated for the payment of rent.

12. Definition of Terms - The following terms shall have the meaning shown below when capitalized in this Agreement or the Rules:

- a. Agreement: this Dwelling Unit Rental Agreement.
- b. IURLTA: the Iowa Uniform Residential Landlord Tenant Act.
- c. Unit: the apartment and is equivalent to the term "dwelling unit" as defined in the IURLTA.
- d. Premises: the Unit and the Building of which it is a part and the Common Area.
- e. Common Area: the grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the Tenant.
- f. Building: the structure of which the Unit is a part including entrances, hallways and laundry rooms (but not including the Unit or other units).
- g. Tenant: the person or persons entitled under the Agreement to occupy the Unit to the exclusion of another. It may include the Tenant's minor children, as the context requires. No person shall be deemed a Tenant under this Agreement unless that person has executed this Agreement or is deemed a Tenant under §562A.10 of the IURLTA.

13. Occupancy Limits and Extra Person Charge

Only Tenant and Tenant's minor children may occupy the Unit. Occupancy shall be subject to state and local zoning and rental housing laws. Tenant shall not permit more persons to occupy the Unit than allowed by law. Occupancy by any other person is prohibited, except with Landlord's written consent. Landlord reserves the right to: (a) limit the number of occupants and (b) charge a service fee for any unauthorized occupant. Provided law allows the total occupancy shown, the limits for Units are:

Efficiency - 1 person 1 Bedroom - 1 person
2 Bedroom - 2 people 3 Bedroom - 3 people
4 Bedroom - 4 people

Extra Person Charge: There shall be a service fee of no less than \$25.00 and no more than \$100.00 for each extra person for occupancy in excess of 1 person in a 1-bedroom Unit, 2 people in a 2-bedroom Unit, 3 people in a 3-bedroom Unit, and 4 people in a 4-bedroom Unit.

(Responsibility of utilities may be taken into consideration when determining extra person charge.)

14. Access - Landlord shall have the right, subject to Tenant's consent (which shall not be unreasonably withheld), to enter the Unit in order to inspect the Unit, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary services, or show the Unit to prospective purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the Unit without Tenant's consent in case of emergency. The term emergency shall include (a) a good faith belief by Landlord that Tenant has abandoned the Unit or is on an extended absence and has failed to notify Landlord or (b) any apparent violation of the Iowa Code, Agreement or Rules which presents a clear and present danger to other tenants. If reasonable access is withheld, Tenant may be responsible for damages (i.e. property damage or vacancy loss). If Tenant fails to pay rent on time, Landlord may initially presume that Tenant has abandoned the Unit, and have the right of access to the Unit to determine whether Tenant is still occupying it. Tenant acknowledges that Landlord may use surveillance cameras in the Building or Common Areas, which, at Landlord's discretion, may or may not be monitored or recorded.

15. Fixtures and Improvements - Tenant shall make no structural alterations to the Unit or the Premises without Landlord's written consent, including but not limited to the changing of existing locks or addition of additional locks to doors or windows. Tenant shall not do, or permit to be done, any interior decorating or remodeling without Landlord's written consent. Interior decorating shall include, but not be limited to: painting; wallpapering; removal or replacement of doors, locks, or windows; nailing, tacking, gluing, or taping anything to the walls, floors, doors or ceilings. Reasonable use of small sized nails for wall hangings is permitted. Tenant will be charged for repair of excessive nail holes.

Tenant shall leave the Unit upon termination of this Agreement and surrender to Landlord all original keys and any other fixtures attached to doors, windows or wood, and all alterations, additions or improvements made by Tenant, without any payment from Landlord. Tenant shall surrender possession of the Unit to Landlord in as good repair and condition as the same are now, or may hereafter be placed (except ordinary wear and tear, non-negligent damage by fire or the elements), at the expiration of this Agreement. Tenant shall pay for the re-keying of all locks upon termination of occupancy



in the event (a) the termination is the result of the service of a Notice under Par. 4 above or of a forcible entry and detainer action; (b) Tenant has permitted unauthorized persons to occupy the Unit; or (c) Tenant fails to return all of the original keys for the Unit.

16. Cable TV, Satellite Dish & Telephone - The Unit has at least one telephone and one cable TV outlet. No additional cable TV or telephone outlets shall be installed without Landlord's written approval. Any installation must meet the following conditions.

- a. Installation must be completed by a professional.
- b. Any alterations to the wall must be cosmetically attractive and structurally sound with no exposed wires on walls.
- c. The location of the outlet(s) must be approved by Landlord.
- d. Each additional telephone outlet shall be usable by subsequent tenants without having to pay for additional phone lines or modification of the outlets to allow all outlets to function on a single phone line.
- e. All costs incurred from the installation of additional phone lines shall be Tenant responsibility.
- f. Tenant shall only install Satellite TV dishes with written approval and provisions of Landlord.

Tenant shall be responsible for (a) any damage caused to the Unit due to installation or operation of the additional outlet(s) or satellite dish accessories; (b) all fees and charges of the telephone, cable TV, and satellite dish company; (c) maintaining and repairing the telephone and cable TV lines, outlets and jacks as well as Tenant's telephones. Any additional outlets shall become the property of the Landlord upon their installation and shall remain in the Unit upon termination of the Agreement without any compensation from Landlord. Dish must be removed at the tenant's expense upon termination of the agreement or tenants will be subject to any charges associated to the removal done by Landlord. Landlord shall determine which cable TV company shall provide this service to the Unit.

17. Landlord Maintenance - Landlord shall:

- a. Comply with requirements of building and housing codes.
- b. Do all repairs. Keep Unit in a habitable condition.
- c. Keep Common Area in a clean, safe condition. Landlord shall not be liable for any injury caused by any objects or materials, which belong to, or which a tenant in the Premises used by Tenant has placed.
- d. Maintain in good, safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.



e. Maintain receptacles and conveniences accessible to Tenant for central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy, and arrange for their removal, except when Tenant is responsible under Par 6.

f. Supply running water and reasonable amounts of hot water at all times at tenant's expense. Supply reasonable heat.

18. General Tenant Maintenance - 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 the Tenant occupies and uses as clean and safe as the condition of the Premises permit.
- c. Dispose (placing into the dumpster where provided) from the tenant's 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 in 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. Act in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises.
- h. Use decks and patios for appropriate patio/deck activity, not as a storage area. Nothing shall be hung or attached to the walls or ceiling of the deck or patio; this includes but is not limited to hanging plants, planters, swings, birdfeeders, wind chimes, clotheslines, decorations, etc.

19. Unit Maintenance by Tenant - Tenant shall:

a. Plunge toilets and have drains cleaned when required. Tenant shall pay expenses associated with clogging. Run exhaust fans when necessary, defrost freezer, use proper cleaning supplies, and upon vacating, hire a professional carpet service to professionally shampoo all carpets. A receipt for carpet cleaning must be shown at the time of inspection. Carpets must be cleaned prior to inspection. Failure to do so will result in a service fee in addition to the cost of carpet cleaning. Tenant shall promptly report any leaking water, electrical or mechanical malfunctions observed in Unit and/or building. If Tenant does not report damages to Landlord, Tenant shall be liable for damages resulting from the failure to report.





b. Reasonably use electrical, plumbing, sanitary, heating, ventilation, air conditioning, other facilities and appliances.

c. Tenant shall not shut heat off during the winter months nor set the thermostat below 60° at any time.

20. Insurance - Landlord strongly encourages Tenant to obtain renter's insurance coverage. Landlord does not carry insurance that covers Tenant's personal property, nor is Landlord an insurer of such personal property. Waterbeds or aquariums over 25 gallons are not allowed without adequate written proof of renter's insurance which specifically covers water beds or aquariums; this documentation must be provided to Landlord prior to having a waterbed or aquarium in the apartment.

21. Fire and Casualty Damage - If the Unit or Premises are damaged or destroyed by fire or other casualty to the extent that habitability of the Unit is substantially impaired, Tenant may (a) immediately vacate the Unit and notify the Landlord within 14 days of Tenant's intent to terminate this Agreement, in which case this Agreement shall terminate as the date of the vacating, or (b) if continued occupancy is lawful vacate only that part of the Unit rendered uninhabitable by fire or casualty, in which case Tenant's liability for rent shall be reduced in proportion to the diminution in the Unit's fair rental value. If this Agreement shall terminate under the provisions of this paragraph Landlord shall return to Tenant all prepaid rent and security deposit recoverable under the IURLTA. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty. "Substantially impaired" shall mean that Tenant cannot safely occupy the Unit for a period in excess of seven days.

22. Use, Absences, Abandonment -

a. Use: Unless otherwise agreed in writing, Tenant shall occupy the Unit as a residential apartment, not as a place of business or for illegal use.

b. Extended Absences: Tenant shall notify Landlord of any anticipated extended absences (14 days or more) from the Unit not later than the first day of the extended absence. Failure to do so may result in Landlord seeking damages or treating the absence as abandonment. It shall be presumed Tenant has abandoned the Unit if an absence lasts longer than 21 days without notice to the Landlord.

c. Landlord Obligation: If Tenant abandons the Unit, Landlord will make reasonable efforts to rent it at a fair rent. However, Landlord will not be deemed to have accepted any abandonment as a surrender unless written notice of an election to do so is given to Tenant.



Acceptance of keys to the Unit does not constitute an acceptance of any abandonment.

d. Abandoned Personal Property: If Tenant abandons items of personal property of an apparent actual cash value of \$200 or more in or about the Unit, Landlord's obligation with respect to such property shall be limited to (1) the obligation to protect it from injury if removed by Landlord and (2) if possible, to give Tenant notice that such property will be disposed of by sale or otherwise if Tenant fails to claim it within 30 days of giving the notice, or within 30 days of the abandonment. Proceeds from the sale are treated as security deposit and are subject to paragraph 4 above, provided the 30-day period allowed by statute shall run from the date of sale. If Landlord makes a reasonable determination that the actual cash value of the items of personal property is less than \$200, Landlord may dispose of the items of personal property as Landlord sees fit.

23. Present and Continuing Habitability - Tenant has inspected the Unit, and acknowledges it is in reasonable and acceptable condition of habitability for Tenant's intended use, and that the rent agreed upon is fair and reasonable in this community for the Unit in its condition. If condition changes, then Tenant shall promptly give notice to Landlord. Tenant acknowledges that the Unit is part of a Building that has other units in it, so that from time to time the environment of the Unit may be affected by the actions of other tenants. Tenant agrees that so long as that effect is reasonable under the circumstances, the Unit shall be deemed in a habitable condition.

24. Assignment and Termination -

a. Prohibition of Assignment and Termination: Tenant shall not assign or "sublease" this Agreement or any part of their interest without Landlord's prior written consent. The term assignment means a transfer of the Tenant's interest in the Agreement for the remainder of the term.

b. Assignment: Landlord may, under certain conditions, agree to allow assignment of Tenant's interest. The conditions are as follows:

1. Tenant is current on Tenant's rent, has no outstanding balance and is otherwise in full compliance with the Agreement.
2. Tenant pays Landlord a non-refundable fee of \$75.00 for partial (1 tenant) or \$150.00 for complete (all tenants) sublease.
3. All current tenants and any new tenants have signed all necessary forms.
4. A replacement Tenant is found for the Unit who:





- a. Executes a new Dwelling Unit Rental Agreement (the New Agreement) if greater than eight months;
 - b. Pays the security deposit required under the New Agreement or has the proper deposits transferred from current tenant leaving to remaining tenant or new tenant; and
 - c. Takes possession of the Unit.
5. If a new tenant joins an existing tenant on the Agreement, New Tenant acknowledges that Landlord has not inspected the Unit. In becoming obligated under this Agreement, New Tenant acknowledges this includes leaving the Unit in the condition it was at the beginning of the Term, ordinary wear and tear excepted.
- c. Cancellation: Landlord may under certain conditions agree to cancel the Agreement thereby releasing the Tenant from further liability. The conditions are as follows:
- 1. The Tenant must request cancellation in writing;
 - 2. The cancellation fee will be quoted in writing to the Tenant; and
 - 3. The fee quoted will be determined by the move out date, rental market at the time and availability of similar units at the time.
- d. Continuing Liability: Until Tenant receives notice in writing that the conditions stated in 23.b. and 23.c. have been met. Tenant shall remain liable under the terms of this Agreement and shall continue to be liable for rent, utilities, cleaning and any other obligations under this Agreement.
- e. Security Deposit: If Tenant is released, Tenant's security deposit shall be treated under Paragraph 5 above only after the terms stated in 23.b. and 23.c. are met.
- f. Time to Vacate Unit: If Tenant fails to vacate the Unit by noon on the day before the New Tenant is to take occupancy; Tenant shall be considered a holdover and will be held responsible for damages under the Iowa Code.
- g. Not a Novation: Tenant agrees that unless Tenant is released as provided above, the New Agreement executed by the New Tenant shall not constitute a novation, but shall be treated as an assignment and Tenant shall be deemed to have executed such New Agreement as part of the assignment.

25. Assignment by Landlord - Landlord reserves right to assign its interest in this Agreement, and any sums received or to be received. This Agreement may be terminated by Landlord in the event of the sale of Premises, or if the Premises must be altered or razed by giving Tenant's 30 days written notice. The termination

time and yielding of possession shall be specified in the notice.

26. Holdover - If Tenant remains in possession without Landlord's written consent after expiration of the term of this Agreement or its termination; Landlord may bring an action for possession. If Tenant holds over, Landlord may also be entitled to recover the actual damages sustained by Landlord, double rent per IURLTA, and reasonable attorney's fees allowed by court.

27. Failure of Tenant to Occupy - If Tenant fails to pay first month's rent or, having paid, fails to occupy the Unit within 3 days of the first day of the Term, without the written consent of Landlord, Landlord may elect to treat these acts as an abandonment, and proceed to show the Unit to other prospective Tenants. Such an election shall not terminate this Agreement, nor relieve Tenants or Guarantor of liability for damages.

28. Local Ordinances - If local ordinances require display of any local letters of compliance or certificates issued by the local governing bodies to the Tenant, Tenant acknowledges that Landlord has displayed such to Tenant.

29. Service Fee - When a Tenant is in violation of this Agreement, including the violation of a Rule, it shall be considered a material noncompliance with the terms of the Agreement and a service fee may be charged. In addition, Tenant may be responsible for any damages caused by the violation. The service fee, and additional charges for damages when applicable, will be charged to the rent account and be treated as provided above. Tenant shall pay the service fee within 10 days of receiving written notice of the service fee. All service fees charged by Landlord are based on the estimated cost to Landlord for bookkeeping and staff time both to obtain proper payment and to resolve violations. The service fees provided in this Agreement shall be as follows:

- a. Non-compliance of agreement (unless otherwise stated) \$25.00
- b. Failure to put utilities in Tenant's name \$25.00
- c. Unauthorized occupant \$75.00

30. Mortgage Conditions - Tenant acknowledges that owner may have mortgaged the Premises to a lender, which lender has imposed certain condition upon Agreements for lease of units in the mortgaged Premises. In order to comply with those conditions, Landlord has included the following provisions, with which Tenant agrees to comply:





a. Inspection: Tenant agrees to allow representatives of the lender to inspect the Unit, subject to the provisions of Par. 11 above.

b. Estoppel Certificates: If required, Tenant agrees to execute, in form and substance acceptable to the Lender, an estoppel certificate that acknowledges that the rights of the Tenant under this Agreement are subordinate to those of the mortgagee (Lender).

c. Information: If required, Tenant agrees to provide information concerning the condition of the Unit, the terms of this Agreement, and other such reasonable information concerning the Landlord-Tenant relationship as requested by Lender.

d. Subordination: Tenant agrees that this Agreement shall be subordinate to the provisions of the loan documents executed by the owner with respect to the mortgagee and to any subsequent mortgages or security interests granted by owner in the Premises.

31. Checkout Appointment - At least ten days prior to the end of the term of the Agreement, Tenant agrees to schedule a checkout appointment before the termination time of this Agreement. At tenant's request, they will receive guidelines from Landlord concerning carpet and cleaning checkout. (See the Guide to Your Move-Out Inspection). All utilities contract for by Tenant must remain turned on and in Tenant's name through the end of the term of this Agreement.

Failure to schedule a checkout appointment will result in a \$25 fine.

32. Clear and Present Danger - Tenant shall not create or maintain or permit Tenant's guests, invitees or minor children to create or maintain, a threat constituting a clear and present danger to the health or safety of other tenants, the Landlord, or Landlord's employee or agent or any other person within 1000 feet of the Premises. If Tenant violates this provision, then Landlord, after a single three days' written notice of termination and notice to quit, may file suit against Tenant for recovery of possession. A clear and present danger shall include, but not be limited to the following grounds:

a. Physical assault or the threat of physical assault.

b. Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.

c. Possession of a controlled substance unless the controlled substance was obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice. This paragraph applies to any other person on the Premises with the consent of the Tenant, but only if the Tenant knew of



the possession by the other person of a controlled substance.

d. Tenant's refusal to obey a valid order of any law enforcement official.

e. Tenant's receipt of more than two municipal infraction citations for violations of city ordinances relating to rental housing in six months.

33. Guests and Invitees - Tenant shall be responsible for the actions of or damage done by Tenant's guests, invitees and minor children as these actions relate to the terms and rules of this Agreement.

34. PHA Agreements - If this Agreement is written in conjunction with a Public Housing Authority (PHA) Agreement, Landlord is relying upon PHA assistance to meet Tenant's financial obligations. Therefore, if PHA assistance is terminated for any reason, Landlord shall have the right to give Tenant notice of termination of the Agreement effective either the date of PHA assistance termination, or at the Landlord's discretion at least 30 days later to end the last day of the month stated in the notice. In the event Landlord elects not to give such notice, Tenant agrees the term of this Agreement shall be converted to a month-to-month tenancy, effective the date Landlord receives notice of the PHA assistance termination.

35. Notices - Any notice for which provision is made to this Agreement shall be in writing and may be given by either party, Landlord or Tenant, to the other in addition to any other manner provided by law in any of the following ways: (a) personal delivery, (b) service in the manner provided by law for the service of original notice, or (c) sending the Notice by certified or restricted certified mail to the last known address of the party being served. The place for the payment of rent as provided in Par. 2 shall be the place designated by Landlord for receipt of any such notice.

36. Construction, Entire Agreement -

a. Words/phrases shall be written in singular or plural number, and masculine, feminine or neuter gender, according to the context.

b. This Agreement, Tenant's Application and any document signed by the parties including any application for consent to assign constitute the entire agreement between the parties; and no statement, representation or promise with reference to this Agreement and any repairs, alterations or improvements, or any changes in the term of this Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant. This Agreement is valid if signed in counterparts in the event Tenant, Co-Tenants, or Guarantors sign separate copies from that which





Landlord executes. A faxed copy containing a signature that was original before being faxed may serve as an original of this Agreement.

37. Disclosure of Information - It is Landlord's normal policy not to disclose information regarding tenants; however, Landlord provides no assurance of confidentiality. It is possible that such information may be disclosed because of inadvertence, but not in bad faith. Information may be released to individuals with whom we have a business relationship (i.e., lenders, buyers, vendors, utility companies, government authorities, police, etc.). Tenant specifically authorizes Landlord to release information relating to Tenants occupancy to other landlords or creditors.

38. Zero Tolerance to Drugs - Landlord does not allow any drugs or drug paraphernalia to be used or possessed at any of its properties. Tenant acknowledges that Landlord intends to cooperate with governmental authorities, including the police, by informing these authorities if Landlord has reasonable grounds to believe that Tenant is engaged in illegal activity on the property. If Tenant, Tenant's guests or invitees are found in possession of drugs or drug paraphernalia, Landlord will serve Tenant a 3-day notice to quit and to terminate pursuant to Iowa Code 562A.27A and pursue the remedies provided by law to terminate the Tenant's occupancy.

39. General Conduct, Definition of Terms - Tenant shall not:

a. Do or permit to be done anything that will annoy, harass, embarrass, discommode or inconvenience any of the other tenants or occupants in the Unit or adjoining units. Unseemly behavior or conduct is absolutely prohibited.

b. Provide materially false or misleading information on the rental application.

c. Negligently destroy, deface, damage, impair, or remove a part of the Premises, or knowingly permit a person to do so.

40. Noise - Tenant shall not play pianos, radios, TVs, stereos or other noise generating devices above a volume audible outside the Unit between 10:00 PM and 8:00 AM. Tenant shall not generate unreasonable vibrations from woofers to neighbor's floors or walls. Any time Landlord receives a reasonable complaint by another tenant regarding noise produced by Tenant, that noise shall be considered to be in violation of this rule. Tenant shall reduce the volume until it does not disturb the complaining occupant.



41. Alcoholic Beverages - Tenant shall not permit kegs containing alcoholic beverages whether or not Tenant shall have obtained a permit from a government authority. If Tenant has empty kegs, they shall be stored in a storage room, basement or garage, not in the Unit. Keg violations will result in a \$50.00 per keg fine. Tenant shall not permit alcoholic beverages to be made available to minors or persons appearing to be intoxicated. Tenant shall not consume nor allow occupants, guests or invitees to consume alcoholic beverages in the Common Area. Tenant shall be responsible for any damage caused by Tenant's invitees in connection with the consumption of alcoholic beverages and shall hold Landlord harmless from any liability for such damage.

*****Party Policy*****

Any alcohol party that will involve 3 times the occupancy of the unit must be registered (must have a written statement) with Jensen Property Management at least 24 hours prior to the party.

a. The party will be limited to no more than 5 times the occupancy of the unit. Any party greater than this limit may be subjected to a \$50.00 fine.

b. An unregistered party may result in a \$200.00 fine to Tenants.

c. If a party is registered and the tenants fail to control the party and it's participants, and as a result of the party there are any violations of the dwelling unit agreement the tenants may be subjected to fines.

42. Pets -

Tenant shall not allow any pets in the Unit without the written consent of Landlord unless the pet is:

a. Fish kept in a properly maintained aquarium which is not subject to leakage or external condensation or it is a pet that is a self-contained environment (cage or aquarium) or;

b. An animal which is necessary due to Tenant's medical condition or disability provided, however, Landlord gives written consent which may be conditioned on appropriate arrangements being made for the animal's care.

c. Any Tenant keeping an animal in a Unit shall have the carpet professionally cleaned, de-odorized and treated for fleas, ticks or other pet-born insects upon vacating the Unit.

43. Unauthorized Pet - Written authorization of a pet is required, which shall be documented in a separate Pet Agreement to be signed by both tenant and landlord.

a. Unauthorized pet discovered: If an authorized pet is discovered on the Premises, Tenant shall immediately seek the authorization of Management for the pet and if Management authorizes the pet, sign the Pet Agreement.





b. Payment of pet fees and deposits if unauthorized pet discovered. Tenant shall be responsible for the immediate payment to Lessor of any kind of pet fees and deposits normally due to the Lessor pursuant to the Lessor's Pet Agreement. For the purpose of assessing the amount of said fees and deposits, Tenant agrees that such amounts shall be calculated as though the unauthorized pet was present on the Premises on the first day of Tenant's lease term and shall take the form of additional rent to be added to Tenant's next scheduled rent payment.

c. Lessor's retention of rights. In addition, lessor shall retain the all rights or remedies available under the Dwelling Unit Rental Agreement and Pet Agreement, including eviction, should the Tenant allow the unauthorized pet to remain.

44. Motor Vehicles, Parking Garages -

a. Tenant shall park vehicles only in designated parking spaces. Motorcycles only where indicated by Landlord and never on asphalt during warm days or on patios.

b. Parking permits or assigned space numbers will be issued for all parking lots that require restricted parking. The minimum number of permits issued for each unit are: 1 permit for a one bedroom, 2 permits for two and three-bedroom units and 3 permits for any larger unit. In compliance with the City of Ames zoning for campus buildings, Welch Crown Center (217 Welch Ave.) will be assigned one parking spot per apartment for both one and two bedroom apartments. Without the written consent of Landlord, Tenant shall not allow motor vehicles without permits or permission to be parked on the lots associated with the unit.

c. Tenant shall not allow any of these vehicles to park or stand in No Parking Area, lawn, or fire lane, even for loading or unloading. Damages caused by improper parking shall be assessed against the offending Tenant.

d. Tenant shall not allow any occupant of Tenant's unit, including Tenant, to wash, repair or store any motor vehicle on the Premises.

e. Without the written consent of Landlord, Tenant shall not park or allow any occupant of Tenant's unit to park a motor vehicle in the parking lots associated with the Unit which do not meet the following standards:

1. It is operable
2. It is currently licensed
3. It is a passenger vehicle no larger than an 8-passenger van
4. It is in a safe condition
5. It is in a presentable condition.
6. It has a parking permit if required.

*****All violations of the above parking rules are subject to issuance of parking ticket, towing, and impoundment of the vehicle.***** Tenant may store a



motor vehicle (a) in a garage unit (b) for less than 14 days or (c) for less than 21 days when the motor vehicle has been in an accident and is awaiting an appointment for repair.

f. Where Tenant is renting or using a garage: Tenant shall make certain that the garage door on Tenant's unit is always shut and locked. Tenant shall also remove snow from under the garage door to six inches from the door.

g. No business shall be operated from any garage unit.

h. Electricity to garages is for lighting and garage door openers only. Any other use of electricity by Tenant is not allowed.

i. Semi-trailers are allowed on the property only if the tenant receives permission from the Management.

j. Tenants are responsible for informing their guests of parking restrictions and where visitor parking is located. Visitor parking is limited to 24 hours.

45. Furniture, Heaters, Christmas Trees -

a. Tenant shall not place or permit any occupant, guest or invitee of the Unit to place upholstered furniture or other indoor furniture anywhere on the Premises other than the interior space of the Unit.

b. Tenant shall not permit any kerosene heaters, kerosene lamps or petroleum powered vehicles or machines in the Unit.

c. Tenant shall not allow live Christmas trees in the Unit.

46. Painting or Alterations - In the event Tenant attempts to repair damage to walls resulting from use of nails under Par. 15 of the Agreement, and fails to do so in a workmanlike manner, Landlord may still charge Tenant for the cost of repairing such damage.

47. Bicycles - Bicycle racks are provided for tenants and must be used for bicycle parking. Bicycles are not permitted in or on the Premises unless a bicycle bag is used. Bicycles may not be ridden in the Common Area except on areas paved for motor vehicles. Bicycles shall not be stored in or chained to any common areas.

48. Odors, Use of Grounds -

a. Tenant shall not allow objectionable odors to be produced from the Unit or the Common Area.

b. Smoking of cigarettes, pipes or cigars is not permitted in dwelling units. Tenant(s) acknowledge that it can cause damage to the Unit, which may be in the form of burns, stains, and odors offensive to non-smokers or similar damage. This type of damage will not be considered ordinary wear and tear, but will be treated as damage for which the Tenant(s) will be responsible. Treatment of the damages may require deodorizing,





sealing and painting surfaces and repairing or replacing carpet. Tenant(s) who smoke outside of the dwelling unit shall dispose of all smoking material (butts, empty packs, etc.) in appropriate trash disposal units. Units must meet management approval. Improper disposal will result in a \$100.00 fine. If it is unclear which unit the material is coming from, Landlord may divide the fine among units surrounding the material.

c. Tenant shall dispose of all trash and garbage issuing from the Unit by first placing it in tied plastic bags and then into the dumpsters provided by Landlord.

d. Tenant shall not plant flowers or gardens on the Premises.

e. Tenant shall not use or permit to be used ice-melting products on the concrete or wood surfaces on the Premises.

49. Entrances, Exits, Common Area - Tenant shall not:

a. Block or permit to be blocked entrances or exits, whether in person or by placing or leaving personal property.

b. Misuse or permit occupants, invitees or guests to misuse the Premises.

c. Use or permit to be used toys, bicycles, skates, roller blades, grills or other personal property in the Common Area, except for riding bicycles to and from the bicycle racks.

d. *Leave personal property in the Common Area. (This includes outdoor furniture, which may only be stored on personal deck areas.) Landlord shall have the right to remove any such unattended personal property to a storage area and hold it there for retrieval by tenants. Landlord shall sell any personal property in the storage, which remains unclaimed after 60 days, and the proceeds used for Common Area operating expenses.*

e. Attach or display signs, notices or ads on the Premises.

f. Smoke in the Common Area.

g. Use extension or running cords in outdoor outlets, between rooms within the Unit, under carpet, or from inside outlets for outside use.

h. Use satellite dishes or exterior antenna systems without written consent from landlord.

i. Attach or use Christmas or other types of lights outside the Unit.

j. Use or store ember producing or gas grills on decks for any closer than 25 feet from a building on the Premises. Grills may be stored on 1st floor patios but not in common areas or on any wooden decks.

50. Washers, Dryers and Other Appliances -

Tenant shall not install a washer, dryer, air conditioner, freezer or other electrical appliance that uses significant



amounts of electricity without Landlord's written consent. If consent is given but wiring proves inadequate to handle the load, then consent shall be deemed withdrawn. In the event such an appliance is permitted and the Unit is subject to a guarantee with respect to the cost of utilities, then Tenant agrees that the guarantee shall be modified by Landlord and Tenant to reflect the increased cost.

51. Windows - Tenant shall:

a. Not cover windows with plastic unless it is inside (3-M shrink plastic recommended).

b. Not use adhesive tape or nails in any way on windows.

c. Not rest items on outer windowsills or deck ledges.

d. Cover windows with proper window treatments, not blankets, sheets, aluminum foil or the like.

e. Not hang or shake tablecloths, dust cloths, towels, curtains, rugs, carpets or clothing from any window, door or balcony.

f. Use window quilts or blinds properly and notify Landlord if window quilts or blinds fail to work properly.

g. Not close a window quilt while the window it covers is open.

h. Not hang clothes or plants from a valance or in the deck or balcony area.

52. Pests - Tenant shall be responsible for pest control

costs when pests are (a) found only in the Unit and not adjoining units or (b) discovered to result from Tenant's activities. Landlord shall be responsible for the cost of pest control where treatment is required for multiple units. Tenant agrees to cooperate with pest extermination attempts, by allowing access to the Unit by exterminators and following instructions of the exterminator or Landlord to allow proper treatment of the Unit. Following instructions shall include moving or removing furniture and other personal property to allow proper treatment for pests. If Tenants fail to cooperate, any additional costs incurred by Landlord will be assessed to Tenants, including re-treatment of individual and/or multiple units.

53. Tenant Responsibility for Others - Wherever

in these Rules it refers to a responsibility of Tenant to do or refrain from doing some act, Tenant shall be responsible to cause or restrain Tenant's minor children, guests and invitees from doing the same act.

54. Door Locks - No additional locks may be put on

any door without the written consent from the Landlord, nor shall residents without written consent change any locks from the Landlord.





55. Plumbing - *Tenant is responsible for cost of repairing all plumbing problems related to tenant use, such as drain clogs from hair, or for tenant misuse. Tenant shall not discard any items other than human waste and toilet paper down the toilets.*

56. Light Bulbs - Residents are responsible for replacing non-working light bulbs in all light fixtures of their apartment or townhome. (This includes outdoor and appliance light bulbs.) All light fixtures should have working light bulbs in them upon evacuation.

57. Smoke Detectors - Residents are responsible for maintaining charged batteries in all battery-operated smoke detectors located in the leased premises.

58. Furnace Closets - Nothing shall be stored in the furnace closets due to fire codes.

59. Move-in Inspection - Tenant(s) shall complete the move-in inspection report form provided by Management and return to the Management within 48 hours after move-in. Management will rely on said form when determining deductions from Tenant's security deposit for damage to the premises. Tenant's failure to return move-in inspection form will constitute Tenant's acceptance of the premises as entirely clean and damage free.

60. Schedule of Fees for Violations - Tenant hereby agrees to the following schedule of fees as reasonable liquidated damages for violations of these Rules.

- a. Lockouts: \$25 cash for each time (due at time of lockout, proper ID required)
- b. Lost Key: \$5 for each replacement (regular); \$25 for each Ebolt key. Extra keys are not available unless tenant is added to the lease.
- c. Violations of Any of The Paragraphs Listed Above: \$25 per violation unless otherwise noted.

Tenant agrees that this schedule of fees for violations is reasonable in light of the estimated cost to Landlord of dealing with the violations and the desire for certainty between the parties.

Cleaning and Replacement Fees - Ave. Rates*

At the end of the lease, the following charges will be deducted from the tenants deposit for each of the following items that do not meet the condition of that item at check-in time. This list is no meant to be exclusive. Other items and fees may be added.

CLEANING

Kitchen:

Refrigerator	\$35.00
Oven-Inside	\$35.00
Stove Top/Microwave	\$35.00
Burner Pans	\$25.00

Range Hood	\$15.00
Dishwasher	\$15.00
Sinks	\$25.00
Countertops	\$25.00
Inside Cabinets	\$25.00
Outside Cabinets	\$25.00

Bathroom:

Floor	\$15.00
Sink/Vanity Cabinet	\$25.00
Toilet	\$25.00
Shower/Bathtub	\$25.00

Walls:

Large Holes	\$75.00/hole
Nail Holes	\$15.00/room
Wash Kitchen	\$50.00
Wash All Others	\$35.00/room
Touch Up Paint/Room	\$25.00/room
Paint Whole Wall	\$50.00/wall
Paint Entire Room	\$100.00
Woodwork	\$25.00

Doors:

Interior	\$25.00
Entry & Casing	\$50.00

Windows:

Glass	\$15.00/window
Screens/Blinds	\$10.00/window

Floors:

Mop Kitchen	\$35.00
Mop Entryway	\$15.00
Vacuum	\$10.00/room
Carpet Cleaned	\$ 0.25 Sq. Ft.

Utility Closet:	\$15.00
Light Fixtures/Globes:	\$10.00/room
Trash Removal:	\$25.00/bag
Ceiling Fan:	\$20.00/fan

REPLACEMENT

Shower Curtain Rod:	\$15.00 ea.
Fire Extinguisher:	\$20.00 ea.
Light Bulbs:	\$ 5.00/bulb
Mail Box Key:	\$10.00 ea.
Door Key-Replace Lock:	\$40.00 ea.
Door Key-Ebolt:	\$25.00 ea.
Parking Tags:	\$10.00 ea.
Batteries:	\$ 5.00 ea.

*These prices are subject to change to reflect actual costs. General cleaning or painting may be billed out at an hourly rate of \$20.00 per man-hour.

