

**DWELLING UNIT RENTAL AGREEMENT**

IT IS AGREED on \_\_\_\_\_ between Oak View Apartments referred to as Landlord)

Date

Legal Name of Property

and Tenants: \_\_\_\_\_

Print Tenant Names

Landlord lets to Tenant(s), and Tenant(s) leases from Landlord the following:

**Dwelling Unit Address:** \_\_\_\_\_

**TERM:** The initial term of this Rental Agreement shall be from \_\_\_\_\_ to 8:00 AM \_\_\_\_\_ Tenant agrees to pay Landlord as rent:

Rent Amount

Move in Date

\_\_\_\_\_ on \_\_\_\_\_ and on the first day of each month thereafter;

Rent shall also include (a) any Extra Person Charge; (b) any utilities for which Tenant is responsible but which Landlord has paid; (c) any other charges or fees due under this Agreement.

**PLACE OF PAYMENT & FORM OF PAYMENT:** Tenant shall pay Landlord at Rent box or such other address as Landlord may direct. Rent should be paid by one check only. Tenant must pay rent by personal check, cashier's check, or money order, not cash. Landlord may require all 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.

If Tenant's check is dishonored, Landlord will assess Tenant the maximum surcharge allowed by Iowa law in addition to any late fees 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.

**LATE PAYMENT OF RENT:** Tenants will be charged a late fee of \$40 if their rent is not paid by the 5<sup>th</sup> day of every month. If the late fee is not included in the rent payment it will be deducted from the tenants' deposit. 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 \$10 per day for each of the first four days the rent is late.

**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 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.

**SECURITY DEPOSIT:** When Tenant signs this Agreement, Tenant shall pay Landlord in trust a security deposit pursuant to the IURLTA. 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.

**UTILITIES, SERVICES, GARAGES AND STORAGE UNITS:** Tenant acknowledges that Landlord has explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, beside those paid by Tenant directly to the utility company. Tenant is responsible to have utilities in Tenant's name for the entire term, even if Tenant does not reside in the Unit. If Tenant fails to put appropriate utility in Tenant's name by first day of the term and Landlord receives a bill for those utilities, a service fee will be assessed by Landlord.

	Landlord	Tenants
<b>Utilities shall be paid by the party indicated:</b>		
Electricity		X
Gas	X	
Water/Sewer & Garbage	X	
Snow Removal & Lawn Care	X	
Cable TV/ Internet	X	

**Garage included in rent:** Yes \_\_\_\_\_ No \_\_\_\_\_

**JOINTLY AND SEVERALLY LIABLE:** 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, the 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.

**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.

**Lease Agreement Rules**

1. Pianos, radios, television sets, and other such devices shall not be played or operated at an unreasonable volume at any time, and shall not be played at a volume audible outside the leased premises between 10.00 p.m. and 8.00 a.m. Each tenant is required by his or her lease to conduct himself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
2. Profane, obscene, loud or boisterous language, or unseemly behavior and conduct is absolutely prohibited, and tenant obligates himself and those under him, not to do or permit to be done anything that will annoy, harass, embarrass, or inconvenience any of the other tenants or occupants in said or adjoining premises.
3. The common areas of the premises such as stairways, laundry room, trash containers, storage areas, garages, driveways, and parking lot shall be used solely for their appropriate purpose. Tenant shall not use any of these common areas for any other purpose and shall prevent their children, if any, from using such areas as play areas. The stairways must be kept free of any personal property. Rugs placed in front of individual doors are NOT permitted. Personal property found in above described common areas, shall be considered abandoned and disposed of.
4. All cars in the lot must be licensed and operable. Any car not, will be subject to towing at the owner's expense. Washing and repair of motor vehicles anywhere on the premises is not allowed. Under no circumstances is a car or truck to be driven on the lawns. Boats, campers, trailers, or vehicles not used for daily transportation shall not be

parked or stored on the premises without special permission of the management. Park in designated areas only. Parking in front of garbage areas, in driveway, etc. is prohibited. Violators will be subject to towing at the owner's expense. Visitors must park cars out on street curb at front of apartment building.

5. No signs, notices or advertisements shall be attached to or displayed by tenants on or about the premises.
6. No tablecloth, dust cloth, towels, curtains, rugs or articles of clothing, shall be hung from any window or door or from any porch.
7. Tenants will be charged \$50.00 for lockouts. No additional locks may be put on any door without the consent of the Landlord, nor shall any locks be changed by tenants without the consent of the Landlord. Tenant will be charged for replacing locks.
8. It is not mandatory for tenants to have Renters Insurance, however we do recommend at least one tenant living in each apartment have renters insurance.
9. Landlord shall comply with the requirements of applicable building and housing codes materially affecting health and safety; and make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.
10. All carpets must be professionally shampooed by a professional carpet cleaning service upon move out. This will be taken care of by your landlord and the costs will be taken out of your deposit.
11. All tenants shall be responsible for damage to their apartment and garages as a result of their negligence, carelessness, or mis-use of the property or equipment. All damage should be reported promptly. It will be corrected by the owner at the expense of the tenant.
12. **Painting walls and candle burning is restricted. If painting by tenant or black soot is found in your apartment you will be charged for repainting.**
13. **No Pets Allowed.**
14. Structural, electrical, heating, or plumbing failures shall be reported to Landlord immediately, day or night. Randy: 515-231-0147 Jason: 515-520-0544 Tracy: 515-231-7518
15. The complex address will not be used for purposes of advertising; nor will peddling, soliciting, or distribution of any type of products or service be allowed in the complex without written consent of the Landlord. Advertising is restricted to the resident bulletin board.
16. The premises shall only be occupied by those tenants who have signed both the application and lease for any apartment. Occupancy, by any other persons is not permitted, except upon written consent from Landlord.
17. We are attempting to offer good, clean, well-maintained apartments. The apartment you are moving into is in this condition. If you see anything to the contrary, please advise your apartment manager. We will expect you to return the apartment to us in the same condition. Any work, cleaning or repairs required to be done, will be charged out on an hourly rate plus material. Hourly rates are subject to change as conditions warrant.
18. Present and Continuing Habitability: Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.
19. The premises are not to be used for any illegal activity and no illegal substances, controlled substances, drugs, narcotics—including marijuana—shall not be brought upon the premises or allowed to remain upon the premises. Violation of this rule will result in immediate eviction. Consumption of alcohol by a person under 21 years of age is illegal in Iowa and is prohibited by this lease. For adults, consumption of alcohol, including beer, is limited to the inside of the apartment. Consumption of alcohol outside of the apartment is strictly prohibited.
20. **PLEASE NOTE: There are to be no loud or disruptive parties held on or in the premises of this property. Parties are a violation of your lease and will be cause for eviction.**
21. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Rental agreement, nor sublet the dwelling unit or any portion thereof, without the written consent of Landlord. Lessee may sublease apartment subject to Lessor's approval of new tenant. Lessee will be charged \$150.00 for preparing and changing all records. We at no time guarantee the re-rental. You will be released of all obligations only when the apartment has been re-rented.
22. Your security deposit cannot be used as partial payment of your rent. It will be refunded to you after you have returned the apartment to its original condition and it has been inspected by one of our representatives upon completion of your lease. Deposits will be returned within 30 days of vacating, provided you furnish the Landlord with a forwarding address. The cost of cleaning and carpet cleaning as well as repairing any damages over and above ordinary wear and tear will be deducted from deposit.
23. A \$20.00 service charge will be added to all dishonored checks. If the tenant does not pay the service charge it will be taken out of their deposit. Section 554.3513 of the 2001 Code of Iowa provides in pertinent part that anyone who writes a check that is subsequently dishonored twice is subject to a penalty of *three times* the amount of the original check, with a limit of \$500.00 *plus the amount of the check*.
24. NONPAYMENT OF RENT: In addition to Landlord's other remedies provided by law, and without prejudice thereto if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement by giving Tenant a 3-day Notice to Quit. If a tenant is forced by circumstances beyond his or her control to breach the lease and vacate early before the end of the term on the lease agreement, a 30 day notice must be given. However, the Tenant understands, and agrees that the Tenant will still be liable for the monthly rental payment and electricity each month until the end of the lease term if landlord is unable to find a suitable replacement tenant to assume the remainder of the lease. Under no circumstances shall the preceding paragraph be constructed to indicate that this lease can be terminated during its term by giving a month notice to the landlord. This lease binds the tenant and the landlord for the entire lease term as stated on page 1. This lease does not contain any provision for the tenants easily lease termination because of job transfer or termination, graduation from school, or college, marriages, divorce, illness, or other emergency, or catastrophe which may befall the tenant.
25. ACCESS: Landlord shall have the right, subject to Tenant's consent which consent shall not be unreasonable withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.
26. Your apartment will be inspected and treated for bugs, rodents, and cleanliness by a professional pest control serviceman and/or management. Uncleanliness can cause pest and health problems. If tenants' apartment is found to be unclean tenant will be notified to clean it or management will clean it and tenant will be charged an hourly rate which they agree to pay.
27. No smoking allowed inside the apartment building. This is a violation of your lease and will be a cause for eviction and charges for smoke odor clean up.
28. All signers of this lease are jointly and severally liable for all the terms and conditions of the lease, including but not limited to payment of the monthly rental.
29. ENTIRE AGREEMENT: This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof, and no statement, representation or promise with reference of this Rental Agreement, or the premises leased, or any repairs, alterations of improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.
30. Landlord may, from time to time, in a manner provided by law, amend existing or adopt further rules.
31. COMPLIANCE: The tenant agrees to comply with all said rules and regulations and certifies that they have read the Rental Agreement and the Rules.

**Tenant Signature(s):**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Tenant Email** (for copy) \_\_\_\_\_ Management Signature: \_\_\_\_\_