

RENTAL AGREEMENT

20__ - 20__

It is agreed on this _____ day of _____, 20____, by and between Total Property Management, L.L.C., an Iowa limited liability company, (hereinafter "Landlord"), and

_____ (hereinafter, collectively "Tenant"), that Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord in consideration of the mutual promises of the parties herein, the following described premises situated in Story County, Iowa, upon the following terms, provisions and conditions, to-wit:

- Apartment number _____ in the apartment building locally known as _____, Ames, Iowa 500____, OR
- Residence located at _____, Ames, Iowa 500____,

(hereinafter "Dwelling Unit"), together with the right and a non-exclusive license to use the Common Areas as set forth herein. Tenant's obligations are guaranteed by _____

_____ (hereinafter, collectively "Guarantor").

This Rental Agreement is personal to the Tenant named above. All adults occupying the Dwelling Unit, claiming rights under this Rental Agreement, or having joint and several liability for the Tenant obligations hereunder must be named above and a signatory hereto.

1. **Term.** The duration of this Rental Agreement shall be from 12:00 noon the _____ day of _____, 20____, to and including 8:00 a.m. on the 26th of July, 20____.

2. **Rent.** Tenant agrees to pay to Landlord, as rental for said term, as follows: \$_____ per month, in advance, the first rent payment becoming due upon the _____ day of _____, 20____, and continuing on the first day of each month thereafter during the term of this Rental Agreement. If the term commences on any day other than the first of the month, the rent for the partial month of possession is due pro rata on a per diem basis, according to the actual days of possession, and shall be based on a thirty day month. The foregoing notwithstanding, the rent payable for the last month of the term shall be the full monthly rental amount of \$_____ regardless of the date of Tenant's preliminary walk-through with Landlord which shall be scheduled at such date and time as Landlord's calendar permits. All sums shall be paid to the Landlord or Landlord's agent at 3505 Lincoln Way, Suite 102, Ames, Iowa 50014, or another address as Landlord may from time to time direct. The Tenant agrees to pay the rent promptly when due, without obligation on the part of the Landlord to make any demand for payment of same.

If any rental payment is unpaid five days or more after it is due, Landlord will assess a late fee of \$50.00, which will be added to the rent owed by Tenant and will be considered due immediately as additional rent. The existence of a late fee is not to be construed by the Tenant as a waiver of the requirement that the rent installments are due on or before the first day of the month. Should Tenant's checks be returned, Tenant shall be charged the actual costs incurred by Landlord for the returned check and any costs incurred by Landlord for any collection efforts to secure the same. All financial obligations of Tenant under this section or otherwise provided by this Rental Agreement or applicable law shall be deemed additional rent.

3. **Security Deposit.** Upon execution of this Rental Agreement Tenant shall pay the Landlord the sum of \$_____ (not to exceed two months' rent) as a security deposit. The security deposit will be held, used and refunded in accordance with Iowa law. The deposit can be applied by the Landlord (1) to remedy Tenant's default in the payment of rent or other funds due pursuant to the Rental Agreement; (2) to restore the Dwelling Unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted; (3) to recover expenses incurred in acquiring possession if Tenant acts in bad faith in failing to surrender and vacate the Dwelling Unit upon noncompliance with the Rental Agreement and notification of such noncompliance; and (4) for such other purposes as may be allowed by law.

Tenant acknowledges and agrees that prior to vacating the Dwelling Unit, Tenant must restore the Dwelling Unit (and if applicable, the garage, including the garage floor) to its condition at the commencement of the tenancy, ordinary wear and tear excepted. Further, Tenant shall remove all personal property and debris from the Dwelling Unit prior to vacating.

If the security deposit is insufficient to cover any liability imposed against Tenant as permitted by Iowa law, Tenant agrees to pay the balance upon demand. This covenant shall survive termination of this Rental Agreement.

The security deposit shall not be used to pay any rent or other charges while the Tenant occupies the Dwelling Unit. To obtain a refund of the security deposit, Tenant must provide Landlord, in writing, an address to send the security deposit within 1 year after the termination of this Rental Agreement. Landlord shall not be obligated to refund the security deposit in more than one payment.

4. **Common Areas.** "Common Areas" shall refer to (i) all driveways, walkways, hallways, landscaped areas, and other common areas of the Property and (ii) any swimming pool, clubhouse, computer room and other recreational facilities on the Property ("Recreational Facilities"). During the Term, Landlord hereby grants Tenant a non-exclusive license to use the Common Areas, such usage to be in common with the usage by Landlord, Tenant, and other tenants on Landlord's property and their respective guests and invitees. Landlord may impose such restrictions on the use of the Common Areas by Tenant and Tenant's guests and invitees as Landlord deems appropriate in its sole discretion. Landlord shall be entitled to control entry to or upon the Common Areas by Tenant, Tenant's guests or invitees, furniture movers, deliverymen, solicitors, salesmen, or other third parties, and may revoke or limit the license herein granted to Tenant to use some or all of the Recreational Facilities upon due cause as determined by Landlord in its sole discretion. Landlord shall have the unrestricted

right to increase, reduce, eliminate, relocate or change the site, dimensions, design, or location of the Common Areas or any other improvement from time to time in any manner whatsoever as Landlord shall deem appropriate. Tenant may use the Common Areas in a prudent, non-offensive, and non-dangerous manner and in compliance with the Rules and Regulations imposed by Landlord from time to time. Tenant agrees that Tenant (or, at Landlord's discretion, Guarantor) will be responsible for any damages to any Common Areas caused by Tenant or Tenant's guests or invitees. Tenant and Tenant's guest or invitees shall use the Recreational Facilities and Common Areas at their own risk.

5. Utilities. Tenant hereby acknowledges that Landlord or other person authorized to enter into this Rental Agreement on Landlord's behalf has fully explained to Tenant the utility rates, charges and services prior to Tenant's execution of this Rental Agreement, other than those utilities for which Tenant directly pays the utility companies. Utilities shall be furnished and paid for by the party indicated on the following chart:

Electricity	Landlord / Tenant	Garbage	Landlord / Tenant
Gas	Landlord / Tenant	Cable T.V.	Landlord / Tenant
Water	Landlord / Tenant	Telephone	Landlord / Tenant
Snow Removal	Landlord / Tenant	Lawn Care	Landlord / Tenant
Internet	Landlord / Tenant		

Landlord (if indicated above) will provide internet access, only. Tenant is responsible for providing any equipment necessary to access and make use of the provided internet access. Landlord makes no warranty regarding the compatibility of Tenant's equipment with Landlord's internet. Moreover, Tenant acknowledges Tenant's computer equipment shall be Tenant's sole responsibility.

Tenant shall be responsible for any other utilities not specifically set forth, above.

Tenant is responsible for snow and ice removal from the Dwelling Unit's steps and balcony. Tenant shall complete this snow removal and any other such snow removal as indicated above within a reasonable time after such accumulation ceases in accordance with all state and local laws and ordinances.

Landlord will provide telephone access, only. Tenant is responsible for contracting with a telephone carrier and providing any equipment necessary to access and make use of the telephone line. Landlord makes no warranty regarding the compatibility of Tenant's equipment with Landlord's telephone access. Tenant (or, at Landlord's discretion, Guarantor) is also responsible for all maintenance, repair, and/or cost of phones and interior phone lines and any miscellaneous phone equipment.

Landlord will provide Tenant with a garbage disposal. Landlord shall perform all repairs or maintenance required to the garbage disposal. Tenant shall reimburse Landlord for the expense of any repairs or maintenance to the garbage disposal necessitated due to Tenant's (or Tenant's agents, invitees, guests, or licenses) misuse or use that exceeds normal wear and tear.

Landlord shall not be responsible for the failure of any utility service caused by conditions beyond its control, or damage to Tenant's personal property as a result thereof. Landlord shall, however, upon receipt of notice from Tenant, cause such interruption, failure or defect to be repaired. If the interruption, failure, or defect is caused by Tenant or Tenant's guests or invitees' actions that exceeds normal wear and tear, the repair will be completed at Tenant's expense.

In the event rates increase for utilities paid by the Landlord during the term of this Agreement, then upon 30 days written notice by the Landlord, the Tenant shall pay as an increase to rental payments, his/her pro rata share of the increased cost of said utilities or taxes.

6. Termination Procedures. In the last month of the term, Tenant shall schedule a preliminary walk-through with Landlord, at such time as Landlord's calendar can accommodate. At the termination of Tenant's tenancy, if any portion of the Dwelling Unit is left in a condition other than presented at the inception of this Rental Agreement, ordinary wear and tear, excepted, Tenant shall be responsible for the actual cost of any cleaning or replacement costs necessitated by the tenancy, including carpet cleaning expenses.

Upon the termination of this Rental Agreement, Tenant shall return all keys to the Dwelling Unit and its mailbox to Landlord. In the event Tenant fails to return such keys at the time of the final inspection, Landlord will charge Tenant for its actual costs in having the locks changed at termination of this Rental Agreement.

The amounts set forth above that must be paid by Tenant to Landlord upon demand, but in no event later than 30 days of the termination of this Rental Agreement.

7. Occupancy/Use. Occupancy is limited according to the City of Ames Ordinances. Tenant agrees not to assign this Agreement or to sublet or transfer possession of the Dwelling Unit without advance written consent of the Landlord which consent may be withheld in Landlord's reasonable discretion. In order to secure such consent, Tenant must provide Landlord notice at least 30 days in advance of the effective date of Tenant's proposed sublease. Tenant agrees that the persons named in this Rental Agreement are the only persons that may live in the Dwelling Unit. Tenant agrees not to use or permit use of the dwelling unit for any purpose other than as a personal residence and as a residence for his/her family and/or dependents. Tenant shall bear responsibility for all costs incurred by Landlord caused by the Tenant's sublease of the Dwelling Unit. If this Rental Agreement is subleased, the Tenant is still responsible jointly and severally under the terms of this Rental Agreement. Tenant shall not undertake any illegal activity, especially the use, transfer, possession or creation of illegal drugs, in or about the Dwelling Unit, and shall not allow any such activity in or about the Dwelling Unit. Tenant agrees that no other persons will be permitted as overnight guests for more than two successive nights unless they are dependents of Tenant identified in the Rental Agreement.

8. Absences. Tenant shall notify Landlord of any anticipated extended absence from the Dwelling Unit not later than the first day of the extended absence. An absence shall be considered "extended" if it is longer than 14 days.

9. **Manager.** Unless and until Tenant is otherwise notified by Landlord, the following people have been designated by the Landlord to act for and in behalf of the Landlord as its manager for the purpose of receiving notice and service of process: Total Property Management, Inc. 3505 Lincoln Way, Suite 102, Ames, Iowa, 50014; Phone (515) 292-7777. Such manager is authorized to act on behalf of Landlord for the purposes specified in Chapter 562A of the Iowa Code.

10. **Landlord Obligations.** Landlord 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, within a reasonable period of time of discovery of any defects impacting the Dwelling Unit's habitability.
- c. Keep all Common Areas of the premises in a clean and safe condition. Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, Tenant in the Common Areas of the premises used by Tenant.
- d. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, supplied or required to be supplied by the Landlord.
- e. Repair and replace any damaged screen, door, glass or window in the Dwelling Unit or Common Areas within a reasonable period of time of discovery of any such defects impacting the Dwelling Unit.
- f. Provide and maintain appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of garbage, rubbish, and other waste incidental to the occupancy of the Dwelling Unit, and arrange for their removal, unless the Dwelling Unit is a single family residence, in which case this obligation shall be Tenant's responsibility.
- g. Supply running water and reasonable amounts of hot water and reasonable heat during the heating season, 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.
- h. Provide pest control in the Common Areas.

11. **Tenant Obligations.** Tenant agrees to:

- 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 Dwelling Unit that Tenant occupies and uses, including garages, driveways and yards, if applicable, in as clean and safe as the condition of the Dwelling Unit permits including but not limited to performing timely lawn mowing and snow removal as identified in Paragraph 5. Tenant agrees to pay the actual costs expended by Landlord to clean and/or repair an apartment that is if the Dwelling Unit is left in a condition that exceeds ordinary wear and tear, including extermination of bugs and/or pests.
- c. All rubbish, garbage and other waste shall be removed by Tenant and disposed in a safe and clean manner and placed inside the dumpster.
- d. Keep all plumbing fixtures in the dwelling unit or used by Tenant, as clean as their conditions permit. Landlord will perform any maintenance or repairs required to the plumbing fixtures. Tenant shall reimburse Landlord for all expenditures in maintain or repairing the plumbing fixtures required due to Tenant's (or Tenant's guests, agents, invitees or licensees) misuse or use which exceeds normal wear and tear.
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the Dwelling Unit and Common Areas.
- f. Bear sole responsibility for expenses incurred by Landlord to repair or replace any screen or door damage, glass or window damage caused by Tenant's (or Tenant's agents, licensees, guests or invitees) actions or negligence, or the actions of Tenant's agents, invitees or licensees to the extent such use exceeds ordinary wear and tear. Tenant shall reimburse Landlord for the actions expenses of such repairs within thirty (30) days of receipt of an invoice from Landlord.
- g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- h. Conduct himself/herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- i. Comply with all other duties and obligations imposed upon tenants by the Iowa Uniform Residential Landlord and Tenant Act.
- j. Not engage or permit others to engage in illegal activities in this Dwelling Unit or Common Areas.
- k. Turn off all water faucets, lights, and electrical appliances, when not in use, and keep heating and cooling equipment at temperature levels suggested by Federal guidelines to conserve utilities. Use all electrical, plumbing, heating, ventilating, air conditioning, and other utilities in a reasonable manner.
- l. Have the existing utilities as specified above in paragraph 4, transferred into Tenant's name. A failure to have such utilities in Tenant's name shall be cause to immediately terminate this Rental Agreement. Tenant shall be responsible for the actual costs incurred by Landlord due to Tenant's failure to transfer utilities to Tenant's name.
- m. Tenant is responsible for bedbug and pest control in the Dwelling Unit. Landlord is entitled to do bedbug and pest control in apartment if Tenant fails to do so. If Landlord does bedbug and/or pest control in the Dwelling Unit due to a bedbug or pest infestation caused by Tenant's (or Tenant's guests, agents, invitees or licensees) use of the Dwelling Unit which exceeds ordinary wear and tear, Tenant will pay all such costs for the bedbug and pest control which will be paid in addition to the rent for that month.

12. **Rules.** This tenancy will also be governed by the written rules and regulations of Landlord, a copy of which, if any, Tenant hereby acknowledges receiving before or at execution of this Rental Agreement, in addition to the terms and conditions herein. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended rules concerning the Tenant's use and occupancy of the premises. All rules are a part of this Rental Agreement and a violation of those rules shall constitute a default under this Agreement giving to Landlord all the rights and remedies herein provided the same as if such rules and regulations were contained herein as covenants. Tenant agrees to abide by the applicable rules and regulations, as they may be amended from time to time. Tenant (or, in Landlord's discretion, Guarantor) agrees to pay actual damages incurred by Landlord for each non-compliance with Landlord's Rules and Regulations. Such charges shall be considered additional rent due under this Rental Agreement and shall be due and payable on the first day of the next calendar month after the date of the assessment.

13. **Access.** Landlord 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 repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Dwelling Unit to prospective tenants, prospective or actual purchasers, mortgagee, tenants, workmen or contractors. However, Landlord 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. Landlord and Tenant shall establish a recurring set day and time for Landlord to enter the Dwelling Unit once per month for the purposes of inspecting the Dwelling Unit to confirm they are in the condition required under this Rental Agreement and to perform repairs or services that are the Landlord's obligation. Once established, Tenant agrees that no further notice or consent shall be required for Landlord to enter the Dwelling Unit on the agreed upon day and time. In all other cases, except in case of emergency or if its impracticable to do so, Landlord shall give Tenant at least 24 hours' notice of Landlord's intent to enter the Dwelling Unit and shall enter only at reasonable times.

14. **Assignment, Sale by Landlord.** Landlord reserves the right to assign his interest in this Rental Agreement, and any sums received thereunder, on sale or lease of the property.

15. **Abandonment.** If Tenant is absent from the Dwelling Unit for more than 14 consecutive days without giving the required notice to Landlord, or if during any absence of 14 or more consecutive days the rent is or becomes delinquent, the Dwelling Unit may be deemed abandoned. If Tenant abandons the demised Dwelling Unit, the Landlord may, at its option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenants for damages or for payment of any kind whatsoever. Landlord shall make reasonable efforts to re-let the demised premises, or any part thereof, for the whole of any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting and at Landlord's option, hold Tenant liable for the difference between the rent that would have been payable under this Rental Agreement during the balance of the unexpired term, if the Rental Agreement had continued in force and the net rent for such period realized by Landlord by means of re-letting. If Landlord rents the dwelling unit, at Landlord's option, this Rental Agreement shall be deemed terminated as of the date the new tenancy begins. If the Dwelling Unit is abandoned during the leased term and personal property remains in the Dwelling Unit, Tenant agrees that Landlord may remove such personal property solely at the risk and cost of Tenant, and Tenant agrees to pay the actual costs incurred by Landlord for reasonable storage charges. Landlord shall in no event be responsible as warehouseman, bailee, or otherwise, and the foregoing remedies shall be deemed additional to any others available to Landlord at law or in equity.

16. **Pets. Pets are not permitted,** except for those approved by Landlord in advance. Tenant must secure Landlord's advance written consent before bringing such pet to the Dwelling Unit, which consent shall be provided upon Landlord's receipt of certification the pet is assisting a disabled or handicapped person or providing emotional support to a person at the Dwelling Unit by a licensed health professional, as reasonably required by Landlord. If a pet is brought into the Dwelling Unit without Landlord's advance consent, Tenant will be responsible for payment of the actual costs incurred by Landlord. If the pet is not removed from the Dwelling Unit within 24 hours, Tenant shall be in default under this Rental Agreement and Landlord shall have the right to exercise its remedies under this Rental Agreement and under the law of the State of Iowa, including, without limitation, the right to terminate this Rental Agreement. It shall be Tenant's sole responsibility to dispose of any solid waste excreted by the pet on or about the Dwelling Unit or Common Areas.

17. **Fixtures and Improvements.** Tenant shall leave upon, and surrender to Landlord, with the Dwelling Unit at the termination of this Rental Agreement, 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 therefore. Tenant shall make no structural alterations to the Dwelling Unit without Landlord's prior written consent, nor cause to be done, any interior decorating or remodeling unless Landlord consents in writing. 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 or floors. Tenant shall surrender possession of said Dwelling Unit to the Landlord in as good repair and condition as the same are now, or may hereafter be placed (ordinary wear and tear, non-negligent damage by fire or the elements excepted), at the expiration of this Rental Agreement without notice to quit.

18. **Default and Termination.** In addition to Landlord's other remedies provided by law, and without prejudice thereto:

- a. If rent, or any part thereof, is unpaid when due, Landlord may terminate this Rental Agreement by providing Tenant with a 3-day Notice to Cure such default.
- b. This Rental Agreement may be terminated by Landlord prior to the end of the term then running if there is a material noncompliance with this Rental Agreement and/or incorporated Rules and Regulations that is not corrected after Landlord provides written notice to Tenant specifying the acts and omissions constituting the breach and identifying that the rental agreement will terminate upon a date not less than 7 days after receipt of the notice of the breach is not remedied in 7 days. If substantially the same act or omission which contributed a prior noncompliance of which notice was given recurs within six months, Landlord may terminate the rental agreement upon at least 7 days' written notice specifying the breach and the date of termination of the rental agreement.
- c. This Rental Agreement may be terminated by Landlord prior to the end of the term then running if Tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other Tenants, Landlord, Landlord's employee or agent, or other persons on or within 1000 feet of Landlord's property, after the service of a single 3 days' written notice of termination and Notice to Quit stating the specific activity causing the clear and present danger.

19. **Notice.** Any notice, for which provision is made in this Rental Agreement or in the Iowa Uniform Residential Landlord and Tenant Act, shall be in writing and shall be given in any manner as provided by law. Notice shall be deemed properly given when delivered in any of the following ways: (1) personal service by a process server on Tenant or on an individual residing in the Dwelling Unit who is at least 18 years of age; (2) hand delivery by Landlord if an acknowledgement of service is signed by Tenant or an individual residing in the Dwelling Unit who is at least 18 years of age; or (3) posting on an exterior door of the dwelling unit along with mailing the notice by regular and certified mail to the Dwelling Unit. In all other cases where written notice to Tenant is required, one of the three ways above will be used. The date of posting the notice shall be included in any notice posted.

For routine maintenance, repairs, decorating or inspection by Landlord or Code Inspectors, posting a written notice above the mail boxes, entry doors, and/or in the utility rooms of the premises shall be regarded as notice to Tenant.

20. **Holdover.** In the event that the Tenant remains in possession of the Dwelling Unit with the consent of the Landlord after the lease term described herein, a new month-to-month tenancy shall be created between Tenant and Landlord, which except as stated in the next sentence shall be subject to all terms and conditions hereof and terminable by either party by giving written notice to the other at least thirty (30) days prior to the periodic rental date specified in the notice. The Landlord may adjust the rent during any such period by giving notice to Tenant of such rental adjustment at least thirty (30) days in advance of the adjustment.

If Tenant remains in possession without Landlord's consent after expiration of the term of the rental agreement or its termination, Landlord may bring an action for possession and if Tenant's holdover is willful and not in good faith the Landlord, in addition, may, under Section 562A.34(4), Code of Iowa, recover the actual damages sustained by the Landlord and reasonable attorney's fees. No consent under this paragraph shall be valid unless it is in writing and signed by Landlord.

21. **Insurance.** Our insurance does not cover any of your personal property, therefore you should obtain renter's insurance to protect yourself and your property. Tenant is solely responsible for all Tenant's personal property located in the Dwelling Unit and obtaining insurance coverage therefor, if desired.

22. **Subordination.** This Rental Agreement and the residency arising hereunder are and shall always be subordinate to the operation and effect of any mortgage or deed of trust which may now or hereafter affect the Dwelling Unit and to all renewal, modifications, consolidations, replacements and extensions thereof. This clause is self-operative and no further instrument shall be needed in order to effectuate the subordination.

23. **Tenant's Creditworthiness; Parental or Sponsor Guaranties.** Unless Landlord determines Tenant to be independently creditworthy according to the criteria established by Landlord in its discretion, before it accepts this Rental Agreement, Landlord may require a guarantee of Tenant's obligations signed by third parties deemed by Landlord to be creditworthy, such as Tenant's parents or other sponsor, in the form of the Guaranty of Lease attached to this Rental Agreement.

If Tenant delivers a forged or otherwise false or invalid Guaranty, then Landlord may pursue civil or criminal penalties in addition to its other remedies.

24. **Lead-Based Paint.** You are notified that residential dwelling units built prior to 1978 may have lead-based paint. Landlord makes no representations or warranties in that regard. Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home. Tenant hereby agrees that Tenant has had adequate time to conduct a risk assessment and inspection for the presence of lead-based paint and its hazards.

25. **Construction.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. Without limiting the generality of the foregoing, the term Tenant as used in this Rental Agreement shall mean and refer to all Tenants jointly and severally who are signatories to this Rental Agreement. Headings are for convenience only and are not intended to limit or otherwise restrict the meaning of terms and provisions contained herein. Time is of the essence of this Rental Agreement and the applicable Rules and Regulations.

26. **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 Dwelling Unit, or any repairs, alterations or improvements, or any changes 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. This Rental Agreement may be executed in multiple counterparts.

27. **Compliance with Law; Waiver.** Nothing contained in this Rental Agreement shall be construed as waiving any of Landlord's or Tenant's non-waivable rights under the law. It is agreed and understood that this Agreement is intended to be in full compliance with all provisions of the Iowa Residential Landlord and Tenant Act and any other applicable laws, rules, regulations or ordinances. If any term or provision of this Rental Agreement is determined to be invalid pursuant to any law, rule, regulation ordinance or court decree, the remainder of this Rental Agreement shall continue in full force and effect and such invalid term or provision shall be severed from this Rental Agreement as though the invalid term or provision was not contained herein. Any term of this Rental Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount. Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions contained, or any of them shall not constitute or be construed as a waiver of relinquishment of the Landlord's right thereafter to enforce any such term, covenant, agreement, or condition, and all the same continue in full force and effect.

28. TENANT MUST NOTIFY LANDLORD BY NOVEMBER 20, 20 ____ OF THEIR INTENTION TO RENEW THIS RENTAL AGREEMENT.

29. **Present and Continuing Habitability.** Tenant acknowledges having an opportunity to review the Dwelling Unit. Tenant also acknowledges that Tenant has received one fully executed copy of this Rental Agreement and the existing applicable Rules and Regulations.

This is a legal binding contract. If you do not understand it seek legal advice before signing it.

We the undersigned agree to abide by all of the above paragraphs 1 through 29 inclusive and Landlord's Rules and Regulations.

Tenant _____
Signature Date Print Name Date

Tenant _____
Signature Date Print Name Date

Tenant _____
Signature Date Print Name Date

Tenant _____
Signature Date Print Name Date

Tenant _____
Signature Date Print Name Date

Tenant _____
Signature Date Print Name Date

Tenant _____
Signature Date Print Name Date

Landlord or Agent for Landlord

SPECIAL NOTE TO GUARANTORS: You are jointly and severally responsible for this Rental Agreement **including payment of rent** if the other Tenant(s) do not honor this Rental Agreement and abide by its terms.

SAMPLE

GUARANTY OF RENTAL AGREEMENT

IN CONSIDERATION OF, and to induce the execution and delivery of the Rental Agreement by and between Landlord and Tenant, as defined in the Rental Agreement, the undersigned (Guarantor) jointly, severally and coextensively with Tenant hereby unconditionally, absolutely and without limitation in time or amount, guarantee to the aforesaid Landlord the full and timely payment and performance of all rent and other covenants, terms and conditions of Tenant inuring to Landlord under said Rental Agreement, including any and all holdover periods or renewals or extensions thereof. Without limiting the foregoing, Guarantor expressly agrees that its guaranty obligations hereunder will apply to all obligations of Tenant under any renewal Rental Agreement that Tenant and Landlord enter into pursuant the Rental Agreement, without any requirement that Guarantor execute a new guaranty agreement in connection therewith. The guaranty obligations described herein shall include the payment of Landlord's expenses incurred in enforcing this Guaranty.

This Guaranty shall be a continuing Guaranty, not affected or diminished by any indulgence or extension of time that may be granted by Landlord to Tenant or by any amendment or modification of the Rental Agreement, or by Tenant's discharge in bankruptcy or by any assignment or subletting of the Rental Agreement. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Rental Agreement, including any defense that Tenant lacks sufficient legal capacity to enter into the Rental Agreement.

Landlord is not obligated, under the terms of this Guaranty, to seek or exhaust its remedies for default against Tenant before recovering hereunder from the undersigned, and neither the release of any guarantor or release of any security for Tenant's obligations under the Rental Agreement shall constitute a defense to Landlord's recovery hereunder as to any party not expressly released.

The undersigned acknowledges full knowledge of the terms and provisions of the Rental Agreement. This Guaranty shall be binding upon the heirs, personal representatives, and assigns of the undersigned, and inure to the benefit of Landlord's successors and assigns. Guarantor hereby irrevocably appoints Tenant as Guarantor's agent for service of process related to this Guaranty. The Rental Agreement and this Guaranty shall be governed by and interpreted under the laws of the State of Iowa.

GUARANTOR ACKNOWLEDGES THAT BY SIGNING THIS GUARANTY, GUARANTOR IS AGREEING TO BE RESPONSIBLE FOR ALL PAYMENTS OF RENT AND OTHER OBLIGATIONS OF TENANT IN THE EVENT THAT TENANT DOES NOT MAKE SUCH PAYMENTS OR FULFILL SUCH OBLIGATIONS.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be signed, sealed and delivered to Landlord.

GUARANTOR:

Signature: _____

Printed Name: _____

Tenant Name: _____

Date: _____

Signature: _____

Tenant Name: _____

Printed Name: _____

Date: _____

Signature: _____

Tenant Name: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Tenant Name: _____

Date: _____

Signature: _____

Tenant Name: _____

Printed Name: _____

Date: _____

Signature: _____

Tenant Name: _____

Printed Name: _____

Date: _____

RULES AND REGULATIONS

1. Tenant may call Landlord, his Agent or the Property Manager during regular business hours from 8 AM to 5 PM Monday through Friday, excepting national holidays if not otherwise posted. The Tenant shall be charged actual costs incurred by Landlord for answering and responding to non-emergency calls after-hours.
2. Tenant will also be charged actual costs incurred by Landlord for lockouts.
3. Should Tenant fail to remove and dispose of garbage and waste as set forth in the Rental Agreement, Tenant shall be liable to Landlord for the actual costs incurred by Landlord to remove and dispose of the same.
4. Landlord may terminate the Rental Agreement at its option if it should receive more than one report of excessive noise regarding a certain Tenant.
5. Tenant shall keep the Dwelling Unit and Landlord's property **tobacco-free** and shall not allow or permit the smoking or other use of tobacco or other similar products by any person occupying or using the Dwelling Unit regardless of whether such person is an agent, employee, invitee, licensee, or contractor of Tenant. Landlord shall post signs in appropriate locations designated the Dwelling Units as tobacco-free.
6. Firearms, fireworks, and dangerous weapons, including, but not limited to, pistols, rifles, BB guns, pain pellet guns, handbillies, nunchucks, switchblades, explosives, and dangerous chemicals are not permitted on Landlord's property or in the Dwelling Unit without Landlord's advance written consent.
7. Tenant shall not use, have or allow a beer keg(s) within the Dwelling Unit or on Landlord's property. Any such action by the Tenant shall be cause for Landlord to immediately terminate the Rental Agreement.
8. Tenant shall restrict all gatherings to the confines of the Tenant's Dwelling Unit. Tenant and guests are not allowed to gather on the lawn or parking areas of the Landlord's property. **Tenant (and, at Landlord's discretion, Guarantor) will be responsible for and shall pay Landlord's actual costs for any damage to the Dwelling Unit and to Common Areas from any gathering.** Any of Tenant's gatherings in violation of this section shall be cause for Landlord to immediately terminate the Rental Agreement.
9. Because of the risk of fire, only artificial Christmas trees are allowed in the Dwelling Unit.
10. Tenant shall bear responsibility for remedying all drain stoppage caused by Tenant's (or its agents, invitees, licensees, guests, or contractor's) intentional, reckless or negligent acts, or for use which exceeds normal wear and tear.
11. No portable washing machines are allowed in the Dwelling Unit.
12. Tenant shall have no beds nor bedrooms in the basement if the Dwelling Unit has a basement that does not have legal egress.
13. Tenant shall not install nor use a waterbed in the Dwelling Unit without Landlord's advance written consent.
14. If Tenant, his/her Agent, family, employees, occupants, servants, guests, or invitees are found to be responsible for setting off a false fire alarm, such Tenant will be held accountable for Landlord's actual costs in paying all charges associated with such act as assessed by the City of Ames or incurred by Landlord.
15. Tenant shall be responsible for keeping all smoke detector's within the Dwelling Unit in good and working order, including replacing batteries. Tenant shall be responsible for Landlord's actual costs incurred to repair or replace any smoke detector damaged due to Tenant's intentional, negligent or reckless actions.
16. Landlord may, within its discretion, assign parking spaces within the parking area. If so elected, Tenant shall cause his vehicle, or the vehicle of his Agent, family, employees, occupants, servants, guests or invitees to be parked within his assigned parking space. Vehicles parked in spaces other than those assigned shall be towed at the owner's expense.
17. Tenant, his/her Agent, family, employees, occupants, servants, guests or invitees shall not park or drive any motor vehicles (including motorcycles) on the lawn at any time. Vehicles so parked will be ticketed and towed at owner's expense, and Tenant (or, at Landlord's discretion, Guarantor) shall be charged for Landlord's actual expenses to correct any damages or repairs caused to Landlord's property by such actions.
18. Parking areas are not to be used for vehicle repair or storage. Any vehicle parked on the premises in violations of the city laws or codes may be removed at owner's expense.
19. Vehicles with gas or oil leakage are not allowed on the parking lot and will be towed away without prior notice at the expense of the owner.
20. Tenant shall be responsible for the actual costs incurred by Landlord associated with the storage and/or removal of any vehicles left on the premises after the termination of the Rental Agreement.
21. The speed limit in the parking lot is 5 miles per hour.
22. No excessive or unreasonable noise allowed from motor vehicles or motorcycles anywhere on Landlord's property.
23. Hallways or balconies outside of the Dwelling Unit will not be used as storage space, and any articles there stored will be removed and disposed of without any notice to Tenant.
24. Tenant shall not use any charcoal grill on the balcony. Any such articles stored on the balcony or in any hallway will be removed without notice to Tenant.
25. Space identified as uninhabitable by the City of Ames within the Dwelling Unit shall not be used by the Tenant for habitable space.
26. In calculating Landlord's actual costs throughout the Rental Agreement, Landlord's time shall be charged at a rate not to exceed \$90.00 per hour.
27. Tenant shall be responsible to have any certified/ESA animals (already approved by Landlord) on a leash at all times unless within the specific Dwelling Unit. This shall include lawn, parking areas and any common areas. Tenant shall be responsible for any damages, repairs and pest control caused by animal, including any waste removal and will pay Landlord's actual costs incurred. Tenant shall also be held liable for any injuries caused by animal.
28. Tenant shall clean the dwelling unit on a regular basis maintaining a clean and safe environment and have been given cleaning guidelines and expectations for the dwelling unit by Landlord. Heavy grease is not normal wear and tear in kitchens, and can cause build up and ruin cabinets and flooring if not cleaned regularly. Grease must be cleaned up after each use. Floors must be mopped and/or vacuumed on a regular basis.