



# Dwelling Unit Rental Agreement

Date: \_\_\_\_\_

It is agreed by and between \_\_\_\_\_ Landlord, AND  
 \_\_\_\_\_ Tenant(s)

that Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in \_\_\_\_\_ County Iowa to wit:  
 \_\_\_\_\_ City: \_\_\_\_\_ Iowa, Zip: \_\_\_\_\_

hereinafter referred to as the "dwelling unit", in consideration of the mutual promises of the parties herein; and upon the following terms, provisions, and conditions:

**TERM.** The duration of the Rental Agreement shall be from 12:00 noon on \_\_\_\_\_, 20\_\_\_\_, to 12:00 noon on \_\_\_\_\_, 20\_\_\_\_\_.

**RENT.** Tenant agrees to pay Landlord, as rental for said term, as follows: \$\_\_\_\_\_ per month for each month during the term of this Rental Agreement, which becomes due on the First of each month. If rent has not been received in landlord's office by 5 pm on the 1st day of the month, tenant agrees to pay a \$20 per day late fee, not to exceed \$100 for any given month (\$12 per day, not to exceed \$60, if rent is \$700 or less), in addition to the normal rent. The existence of a late fee is not to be construed by Tenant as preventing Landlord from pursuing remedies for nonpayment or late payment provided elsewhere in this Rental Agreement or by the Iowa Uniform Residential Landlord Tenant Act (the "Act") Further, the existence of a late fee is not to be construed by Tenant as a waiver of the requirement that rental installments are due on or before the 1st day of the month. Tenant may prepay at any time. The first rent payment becomes due upon the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. All sums shall be paid to the Landlord at 4611 Mortensen Road #102, Ames, IA 50014 or at such other place as Landlord may, from time to time, direct. The total sum due each month may be affected by amounts due under Utilities and Service Fees as provided in this Rental Agreement and all Rules incorporated in this Rental Agreement. The Landlord may apply payments to any outstanding account item in the order the Landlord desires.

**RENT PAYMENTS.** Rent payments are accepted in the following forms with no additional fee; cash, check or money order transactions. Landlord reserves the right to charge the Tenant its actual and reasonable costs for any credit card transactions (debit cards run as credit).

**DEPOSIT SECURITY.** At the time of execution of this Rental Agreement or at such designated time before possession is tendered, Tenant shall pay to Landlord in the sum of \$\_\_\_\_\_, (not to exceed two months' rent) to be held and disbursed as a rental deposit pursuant to the provisions of the Act.

**UTILITIES AND SERVICE FEES.** Tenants shall promptly establish the necessary accounts in his/her own name for all utilities or services not directly provided by the Landlord. Tenant acknowledges that his/her utility charges will be individually unique and may be significantly different from historic experience. For any billing period paid by the Landlord during lease term, Tenant agrees to pay the Landlord's actual and reasonable costs for the utility or services payment. The following chart indicates the party responsible for establishing service accounts and paying for those services:

Service	Service provided and included with rent	Tenant pays additional amt. per month to Landlord	Tenant pays separately to service company
Electricity			
Gas			
Water/Sewer			
Trash			
Parking Permit			
Garage			
Lawn Care			
Snow Removal			
Cable Television			
Wireless Internet			
Other:			
Total Additional Services			

Total paid to Landlord monthly	
Base Rent	
Additional Services	
Total Monthly Payment	

Other Notes

Initial \_\_\_\_\_

**USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. No commercial or unlawful use of the premises is permitted nor is any use permitted that will increase the premium for casualty or public liability insurance. Further, Tenant shall not undertake any illegal activity, especially the use, transfer, possession or creation of illegal drugs, in or about the premises or property, and shall not allow any such activity on or about the premises. Only those who have signed this Rental Agreement, and for which the Landlord has approved applications on file, and no others, except children, shall occupy the premises. Tenant agrees that no other persons will be permitted as overnight guests for more than two (2) successive nights unless they are children of the Tenant. Tenant shall notify Landlord of any anticipated absence from the premises of seven (7) or more consecutive days not later than the first day of the absence.

**ABANDONMENT.** Any absence for more than fourteen (14) consecutive days for which the Tenant does not notify the Landlord may be treated as abandonment. In the case of abandonment, Landlord may pursue any remedy available under the law at that time. Acceptance of keys or other acknowledgment of the abandonment on the part of Landlord shall not result in surrender of Tenant's obligations under the Rental Agreement, unless Landlord releases Tenant from Rental Agreement in writing. If Tenant abandons the premises, Landlord shall make reasonable efforts to rent the premises at fair market value. Landlord may assess its actual advertising and/or subletting costs to Tenant if premises are vacated prior to the lease end date. If the premises are abandoned during the lease term and personal property remains in the premises, Tenant agrees that Landlord may remove such personal property at the sole risk and cost of Tenant, and Tenant agrees to pay reasonable storage charges.

**UTILITY RATES.** Landlord may assess utility charges during a vacancy if premises are vacated prior to the lease end date.

**MANAGER.** The Landlord designates itself as the manager of the property and all correspondence shall be addressed to 4611 Mortensen Road #102, Ames, Iowa 50014; unless tenant is notified otherwise in writing.

**MAINTENANCE BY LANDLORD.** Landlord shall:

- a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.
- c) Keep all common areas of the premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a tenant in the common areas of the premises used by Tenant.
- d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, laundry and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.
- e) Provide and maintain appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal.
- f) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.
- g) Exterminate rodents, insects and other pests for all common areas affected and for Tenant's unit when presence of such pests is through no fault of Tenant.

If the dwelling is a single family residence (includes condo units), it is understood and agreed that Tenant shall perform the Landlord's duties specified in Paragraphs e) and f) above, and shall also make whatever repairs, alterations and remodeling, and perform whatever maintenance tasks, as may be specified on an addendum, which shall be attached hereto, and signed by the parties.

\_\_\_\_\_ **MAINTENANCE BY TENANT.** Tenant shall:

- a. Comply with all obligations primarily imposed upon tenants by applicable provisions of the building and housing codes materially affecting health and safety.
- b. Keep that part of the premises that tenant occupies and uses as clean and safe as permitted by the condition of the premises.
- c. Dispose all ashes, rubbish, garbage and other waste in a clean and safe manner by placing in appropriate disposal containers and ensuring container lids are closed. Tenant garbage or rubbish not properly or promptly disposed of shall be picked up by management and Tenant shall be charged Landlord's actual costs in disposing of the garbage or rubbish.
- d. Safely dispose of hazardous materials as provided by law for disposal of such materials.
- e. Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as permitted by their condition.
- f. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, laundry and other facilities and appliances.
- g. Tenants shall pay all Landlord's actual costs associated with unclogged plumbing in the premises (i.e., toilets, drains, and garbage disposals).
- h. Not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises, or knowingly permit a person to do so.
- i. Exterminate rodents, insects or other pests in Tenant's unit when the Tenant is presumed responsible for the presence of such pests.
- j. Supply and use properly sized light bulbs that do not exceed manufacturer's recommendations.
- k. Maintain smoke detector(s) in working order including supplying appropriate batteries.
- l. Not install window air conditioners without Landlord's prior written consent.
- m. Obtain Landlord's prior written consent for placement of any satellite dishes in excess of 39.37 inches in an area within Tenant's exclusive control, or on balconies, exterior walls, or the roof.
- n. If Tenant is responsible for costs of Lawn Care on page 1, the grass is to be kept trimmed at between 2 ½ and 5 inches; bushes shrubs and other (non-tree) plantings shall be kept trimmed and well maintained.

In addition, Tenant shall perform those repairs, maintenance tasks, alterations or remodeling as shall be specified in a separate agreement as a condition to an obligation or a performance of this Rental Agreement.

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**CARPETS.** As part of the terms of this Rental Agreement, upon Termination of this Rental Agreement, Tenant agrees to restore the entire carpeted area within the premises to the same condition and state of cleanliness as when Tenant took possession of the premises, ordinary wear and tear excepted. If the carpet is in a condition that exceeds ordinary wear and tear, Tenant shall be responsible for Landlord's actual cost to have the carpet cleaned.

**BEDBUGS.** The tenants shall report a bed bug infestation in writing to the Landlord within thirty (30) days of discovery of the same. The tenant's will be financially responsible for all pest control treatment of the unit and surrounding units if the infestation is the result of tenant's occupancy.

**ACCESS.** Landlord shall have the right, upon 24 hours' notice to Tenant, 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 Act. Landlord may enter, with Tenant's consent, without serving 24 hours' notice.

**CONDUCT.** Tenant agrees to conduct him, or herself, in a manner that will not disturb a neighbor's peaceful enjoyment of the premises. Unseemly conduct is absolutely prohibited and Tenant hereby acknowledges the obligation not to do, or permit to be done, anything that will annoy, harass, or inconvenience any other tenant or occupant of the premises or neighboring premises. The tenant agrees that large parties or other actions which cause fines to the landlord from a government entity shall be grounds for eviction.

**SMOKING.** There shall be no smoking allowed inside apartment units or common areas of apartment buildings. If smoke/incense odor or damages occur to the premises beyond ordinary wear and tear, Tenant will be responsible for all Landlord's actual costs to clean, deodorize, or replace; blinds, flooring, paint, and other items affected.

**RULES.** Tenant has received a written copy of all existing rules concerning Tenant's use and occupancy of the premises and agrees to comply with all rules as provisions of this Rental Agreement. Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

**ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement without written consent of Landlord. Tenant shall not sublet the dwelling unit without prior approval of Landlord. If Tenant enters a Sublease Agreement with an approved sub lessee, Tenant retains liability for all duties under this Rental Agreement, including rent, utilities and cleaning. Tenant shall pay Landlord's actual costs related to Tenant's assignment and/or subletting.

**PETS OR ANIMALS.** Animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) or other animals are not allowed on the premises at any time, for any reason, regardless of Landlord's designation of a unit as one where pets may be kept, unless Tenant has received prior written consent from Landlord allowing Tenant to keep an animal in their unit. Tenant agrees to pay additional rent or deposit or both, as specified by Landlord, in consideration for approving an animal, unless said animal is an authorized service or support animal. Landlord will authorize a service or support animal upon receipt of a written statement from a qualified professional verifying the need for the service or support animal. All animals must be current with vaccinations and licensing, if any, at all times.

**FIXTURES AND IMPROVEMENTS.** Tenant shall leave upon, and surrender to Landlord, with the premises at the termination of the Rental Agreement, all locks, window treatments provided by Landlord, 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 without Landlord's written consent.

**SCREENS.** Window screens for windows not required for ventilation are not provided at some properties. Screens for such windows may be provided if Tenant agrees to pay an additional damage deposit.

**KEYS AND LOCKS.** Tenant shall not add locks or locking devices to the premises without the prior written consent of Landlord, nor shall any lock be altered without written consent. Tenant agrees to return all keys at the time of final inspection. If all keys are not returned at that time, Tenant will be responsible for Landlord's actual costs to cover the expense of changing or re-keying the locks.

**MOTOR VEHICLES.** All motor vehicles parked on the premises or in designated lots must have a current license, be in good operating condition and must not be larger than a full sized pickup truck or van. Vehicles must be parked in designated spots or areas. Motor vehicles shall not be stored on the property or in any lot. Vehicles parked on the property or in any designated lot must not, in the reasonable opinion of the Landlord, create an eyesore.

**DEFAULT AND TERMINATION.** In addition to Landlord's other remedies provided by law, and without prejudice thereto, Landlord may terminate this Rental Agreement if it is his intention to do so, if rent is unpaid when due and Tenant fails to pay rent within three (3) days after notice by Landlord of nonpayment. Further, 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 as provided by the Act. This Rental Agreement may also 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 three (3) days' written notice of termination and notice to quit stating the specific activity causing the clear and present danger.

**NON-SUFFICIENT FUNDS:** Tenant shall be charged Landlord's actual costs/fees incurred, if any, in connection with any check improperly dishonored or returned in addition to any resulting late fee for untimely rental payment. Landlord may thereafter, as a condition of tenancy, require payments in money orders or by certified funds.

\_\_\_\_\_ **DWELLING AS A UNIT.** Tenants are jointly and severally liable for all terms of this Rental Agreement.

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**FIRE OR CASUALTY DAMAGE.** If the dwelling unit or premises is damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling unit rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

\_\_\_\_\_ **INSURANCE.** Landlord does not insure against loss or damage of Tenant's personal property. Tenant is responsible for obtaining and paying for any desired insurance to provide coverage for or otherwise relating to Tenant's personal property to be located in the premises.

**LEAD BASED PAINT.** Housing built before 1978 may contain lead-based paint. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling, and provide federally approved pamphlet on lead poisoning prevention. If the dwelling unit leased by this Rental Agreement was built before 1978, Landlord will provide the required disclosure and pamphlet.

\_\_\_\_\_ Receipt of pamphlet acknowledge.

**NOTICES.** Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (i) by personal delivery, acknowledgement of which is signed and dated by a resident of the premises who is at least eighteen (18) years of age, (ii) by service in the manner provided by law for the service of original notice, or (iii) by posting on the primary entrance door of the premises and sending said Notice by regular and certified mail, return receipt requested, to the last known address. For purposes thereof, the place for the payment of rental as provided in Section 2, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises. The only agents of Landlord who are authorized to receive and receipt for all notices and demands upon the owner or Landlord of the premises are: David Keller. Landlord may assess Landlord's actual costs of service of notices regarding non-compliance with lease terms.

For communications regarding unit entry notices the tenants agree that these notices will be delivered to the email address(es) of the tenants as provided by the tenant.

**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.

**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 or improvements, or any change in the term of this Rental Agreement, shall be binding upon any of the parties unless in writing and signed by both Landlord and Tenant.

**SEVERABILITY:** If, at any time, any part of this Rental Agreement or its addenda is deemed to be unlawful or rendered void it is automatically severed from the whole and that which remains shall be wholly enforceable against any party to it.

**HOLDING OVER:** The Landlord and Tenant agree to provide 30 day written notice prior to expiration of this lease of intent to terminate the residency. If no notice has been provided this lease shall automatically convert to a month-to-month tenancy under the Act.

**MULTIPLE COPIES:** This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**MOVE OUT PROVISIONS:** Tenant acknowledges and agrees that prior to vacating the premises, Tenant must restore the premises (and if applicable, the garage, including the garage floor) to its condition at the commencement of the tenancy, ordinary wear and tear excepted. In particular, Tenant shall clean all appliances, specifically including the stove or range, stove fan, and refrigerator, in the premises prior to vacating, at Tenant's expense, so as to ensure that such appliances are left in substantially the same condition and state of cleanliness as when Tenant took possession of the premises, ordinary wear and tear excepted. Further, Tenant shall remove all personal property and debris from the premises prior to vacating. It is further agreed that any and all work performed by Landlord or Landlord's personnel on the Premises following Tenant's vacation of the premises or otherwise performed (including, but not limited to cleaning work, removal of personal property or debris, and repair work regarding the premises) to restore the premises to the condition at the inception of the rental agreement, ordinary wear and tear excepted, may be performed by a third party service or may be performed and charged at Landlord's actual costs. If the Security Deposit is insufficient to cover the foregoing liability, Tenant agrees to pay the balance upon demand. This covenant shall survive termination of this Rental Agreement. Tenant may not utilize the security deposit as payment of any rental installment while occupying the premises.

**ADDITIONAL PROVISIONS.** Any additional provisions made in addenda, including Rules, are incorporated by reference and attached hereto.

Signatories acknowledge the receipt of copies to this agreement in its entirety.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRINT NAME**

**SIGNATURE**

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Guarantor \_\_\_\_\_

Guarantor \_\_\_\_\_

**Landlord** \_\_\_\_\_

Revised 12/31/16

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## Rules and Regulations for the McKel Group

1. Garbage should be placed in closed bags and put in the dumpsters. All trash must be disposed of in the dumpster in such a manner that the dumpster lid can be closed. **There shall be no trash left in building common areas, parking lots or in any other area of the premises at any time.** This includes cans, bottles and cigarette butts. Landlord's actual costs to move tenant or tenant's' guest's garbage to the designated dumpster will be charged to tenants.
2. Please use caution when driving in any parking lots and driveways. The speed limit for parking lots is 10 mph, and speeding or reckless driving will not be tolerated.
3. Common areas, which are the areas of the buildings other than the apartments, are to be used only for their intended purposes. Please refrain from eating, drinking or smoking in entrances, hallways, stairwells and laundry rooms. Tenants are expected to treat all buildings and lawn areas with respect in order to maintain the premises in good condition for everyone. Please refrain from taking short cuts across the lawn in any way that creates a path. Landlord will charge its actual costs to tenant for cleaning and damage charges, for anyone caught abusing the property.
4. Tenants are completely responsible for anyone they let into the building and/or apartment, and are responsible for guests at all times while they are on the property. If you have any problems with an unwanted guest, call the police. All charges incurred by guests will be charged to the tenants, if not paid by the guests.
5. There should be no loud music or excessive noise after 10 p.m. or before 8 a.m. **every day** of the week. Low bass will travel, so tenants may be asked to lower the bass level so that they do not disturb others.
6. Unlawful conduct and conduct that disturbs the peaceful enjoyment of the premises of other tenants will not be tolerated. **Absolutely no illegal drugs or underage abuse of alcohol will be tolerated on any property.**
7. **No kegs and/or large parties are allowed on any property.** A large party is defined as having more than five people in your apartment who are not on the lease. Violation of this rule may be considered material non-compliance with the terms of the Rental Agreement and Tenants may be evicted, as stated in the Rental Agreement.
8. Tenants are responsible for all keys issued to them. Keys may not be duplicated under any circumstances. Duplicate keys may be obtained from the office for a fee.
9. **Anyone who sets off the fire alarm or tampers with any of the emergency or safety equipment will be prosecuted to the fullest extent of the law, and tenants also will be subject to eviction.**

Additional rules may be adopted and enforced as provisions of the rental agreement after the required notice is given to tenants.

Please initial below once you have read and agree to the policies.

Initial \_\_\_\_\_