

RESIDENTIAL DWELLING UNIT LEASE

It is agreed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Apartments Near Campus, Landlord, and Tenants

\_\_\_\_\_ that Landlord leases to Tenants, and Tenants lease from Landlord, the following described premises, herein after referred to as "apartment" "premises" "dwelling unit" or "unit", including use of the common areas of the Property.

UNIT CODE #: \_\_\_\_\_ rooms (unfurnished) \_\_\_\_\_ Apt # \_\_\_\_\_ Iowa City, Iowa 5224\_\_\_\_\_

1. Term. The term of this Lease is from 1:00 PM on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, to 7:00 AM on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (approximately 358 days).

2. Rent. Tenants agree to pay rent to Landlord 12 EQUAL MONTHLY PAYMENTS of: \$ \_\_\_\_\_ ( \_\_\_\_\_ ) for said term and the same amount on or before the first day of each month thereafter during the term of this Lease.

\*ALL RENT IS DUE ON OR BEFORE THE 1ST OF EACH MONTH IN THE FORM OF ONE (1) SINGLE PAYMENT PER UNIT.\*

\*\*ALL RENT PAYMENTS RECEIVED AFTER 1:00 PM WILL BE CONSIDERED LATE AND DEPOSITED THE NEXT BUSINESS DAY.\*\*

Options for payment of August 2012 Rent:

1.) AUTO-WITHDRAWAL - Pay 12 equal payments of rent directly from checking/savings starting August 1, 2012. AutoPay agreement must be signed along with a copy of bank check (fee of \$2.50/transaction). Name on Acct: \_\_\_\_\_ Routing#: \_\_\_\_\_ Bank Acct# \_\_\_\_\_

2.) NEW TENANTS - Pay with a postdated check dated July 1, 2012, \$ \_\_\_\_\_ Ck# \_\_\_\_\_

3.) CURRENT TENANTS - Pay with a postdated check dated August 1, 2012, \$ \_\_\_\_\_ Ck# \_\_\_\_\_

MAKE RENT CHECKS PAYABLE TO ANC/DTA \_\_\_\_\_ AND PAY RENT AT 318 E Burlington St, Iowa City, IA 52240.

3. Security Deposit. Tenants shall pay to Landlord \$ \_\_\_\_\_ as a security deposit for the full and faithful performance by Tenants of all of the terms and conditions of this Lease. The Security Deposit Holder listed below is the one and only Tenant designated by all other Tenants to receive the security deposit at the expiration of the lease.

a. Paid in full with a check dated today. \$ \_\_\_\_\_ Ck# \_\_\_\_\_

b. Transferring deposit from previous year \$ \_\_\_\_\_ (AT LEAST 50% OF SAME TENANTS MUST RE-LEASE SAME APARTMENT)

Deposit Holder: \_\_\_\_\_

The deposit will be returned by Landlord to the single designated Tenant within thirty (30) days after expiration of the Lease, less amounts properly withheld by Landlord. Tenants shall provide to Landlord in writing by July 15 a forwarding address of the deposit holder. Determination of the amount of security deposit returned is final unless written objection is received prior to September 19. The security deposit cannot be used by the Tenants to pay rent or accumulated charges.

4. Manager. Megan Clabaugh, 318 E. Burlington Street, Iowa City, Iowa 52240, is the person designated by Landlord to manage the premises and to receive notices and demands upon the owner of the premises.

5. Occupancy. Tenants shall occupy and use the premises only as a residential dwelling unit. No persons who have not signed this Lease as Tenants shall occupy the premises.

a. There is additional rent of \$80 per month (rent will apply for remainder of lease) for each additional Tenant in excess of the number of bedrooms in the unit.

b. Any person who is not a Tenant signed on the Lease and who moves their possessions into the unit without the Landlord's prior written consent, or uses the apartment mailbox for delivery, is an additional Tenant for purposes of this Lease. Units found having Tenants not signed on the Lease are subject to the following charges and conditions: a one-time administrative charge of \$500; an additional rent of \$200 per month retroactive to the beginning of lease; the lease modified to require 2 months rent deposit; and, Tenants may face legal action for theft of services or fraud.

6. Utilities. Tenants acknowledge the Landlord has posted utility responsibility in the office and fully explained the utilities which the Tenants will be required to pay. Landlord generally supplies boiler heat (Tenants pay electric heat), water, sewer, trash, basic internet access, and expanded basic cable; but at some properties does not supply these utilities. Tenants must contact utility providers at least one month in advance to schedule utility hookup. If Tenants do not have all Tenant paid utilities in their name from the first day of the lease through the last, a \$10 per day utility charge and a \$50/mo. administrative charge will be imposed. Tenants pay

a. Tenants agree to comply with any solid waste removal requirements of the City or Landlord and agree to pay an additional monthly amount equal to the per unit increase in disposal costs imposed on Landlord by service providers or the City. Tenants are required to

7. Access. Landlord shall have the right to enter the dwelling unit with 24 hour notice in order to inspect the premises, make necessary repairs or services, decorations, alterations, improvements, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; provided, however, that Landlord may enter the dwelling without 24 hour notice, in case of emergency, abandonment, to make agreed or requested repairs/services, and as otherwise provided by law. Tenants agree to allow all remodeling changes scheduled during the term of the lease with appropriate notice from the Landlord.

8. Fixtures and Improvements. Tenants shall make no alteration (including paint) without Landlord's prior written consent. Tenants shall leave with the premises at the termination of this Lease all alterations, additions, or improvements made by Tenants, without any payment therefore. Costs to return the unit to its prior condition will be charged to Tenants.

9. Tenants Obligation. Tenants shall, in addition to any other obligations in this Lease, comply with all applicable building, housing, and zoning codes, and with Chapter 562A of the Code of Iowa (Residential Landlord Tenant Act), and conduct himself/herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

10. Rent. Rent is due in a single payment no later than the 1st of each month, even if the 1st is on a holiday or weekend. There is a \$10 per day late fee, up to \$40 per month, for rent received after the 1st of the month.

a. Rent paid by a mailed check is deemed paid upon receipt, not postmark. Unit number and address must be on checks. There is a \$40 charge for all returned checks in addition to late fees. Rents and fees paid in more than one payment will be charged \$15 per payment.

b. Postdated checks must have prior written consent from the Landlord and include the appropriate late fees.

c. Rent should be paid by check or money order only. Cash will be accepted during office hours and only with a receipt.

d. If rent is not paid when due, Landlord may terminate this Lease and seek damages for the remaining months of rent and fees due. The administrative fee for service of 3-day notice for non-payment of rent is \$40. If an eviction action is initiated by Landlord, Tenants will be charged an administrative fee of \$250, plus any costs incurred.

e. All charges incurred on the rental account (including but not limited to maintenance charges, service charges, fees, penalties, etc.) shall be paid immediately or they will be added to the rent due balance and collected as late rent with late fees.

f. Failure to make required prepayments of rent by the dates set forth in this Lease entitles Landlord to terminate the Lease and seek damages for the balance of rent due.

g. Auto-withdrawals will be charged \$2.50 for each transaction. An additional \$40 fee will be charged to any insufficient funds payments made with auto-withdrawal.

11. Present and Continuing Habitability. Tenants shall inspect the unit within three (3) days of the start of the lease and acknowledge within those three days that the premises are in a reasonable and acceptable condition of habitability for their intended use. Tenants shall give written notice to Landlord within those three days of any deficiency in condition. Landlord shall have thirty days to mitigate the deficiency. Tenants must also give written notice within those three (3) days if additional cleaning is required. The apartment will be deemed accepted "as is" if no written notice of deficiency or cleaning is received by Landlord within those time limits.

a. Tenants acknowledge that Landlord has provided a copy of the "Check-In Inspection Form" at signing of this Lease. Tenants shall inspect the premises, note prior damages on the check-in form (paying special attention to damaged doors, walls, and carpet), make a copy for their records, and return it to Landlord within three (3) days of obtaining possession of the premises. Tenants accept the consequences of failing to accurately complete, copy, and return this form to Landlord within three (3) days.

12. Delay in Possession. If Landlord is unable to give possession, Landlord shall make reasonable efforts to correct any problems in a timely manner. Rent will abate until possession is given or the lease is terminated. Possession is deemed given when Tenant(s) receive keys to the Unit or Tenant(s) receive the right to move into the unit (first day of the lease), whichever occurs first, irrespective of differences in opinion over the condition of the Unit.

13. Holding Over. If Tenants remain in possession after expiration of this Lease, Landlord may bring action for possession. If the holdover is not in good faith, Landlord may bring on action for actual damages; provided, however, that if Landlord consents to such holdover, the same shall constitute a renewal of this Lease for the same term as is herein set forth.

a. An administrative fee of \$100 per hour may be assessed to all apartments not ready at their checkout inspection.

b. A Tenant Altered Lease Dates (TALD) form must be signed by both the new and current tenants at the management office for either party to move in/move out early/late. The following administrative fees must be paid upon completion of a TALD form: 1 bdrm=\$100, 2 bdrm=\$200, 3 bdrm=\$300, 4/5 bdrm=\$400. TALD forms will not be accepted after July 23. Items left in the apartment without a completed TALD will be disposed of at the final inspection at the Tenants cost.

Keys and Security

14. Keys can be picked up at the office between 1-4 PM the day your lease starts only AFTER THE RENT DUE HAS BEEN PAID AND UTILITIES ARE CONNECTED IN TENANTS NAME. Weekend key pickup is allowed only if arrangements are made with the office at least 48 hours in advance.

a. Lost Key: 24 hour notice must be given to the office to obtain a duplicate copy of an original key. Cost is \$10 per key, plus \$100 for lock change at end of lease.

b. Locks: No locks shall be placed upon any door/window without the written consent of the Landlord. Key locks are not allowed on interior doors.

c. Entry Lock Change: Contact the office to arrange a time for lock change. There is a minimum charge of \$100 per lock that will be billed to the unit.

d. Lock Out: There is a minimum fee of \$70 if Tenant contacts the office to be let into a unit during office hours, and a minimum fee of \$90 if Tenant contacts the office after office hours.

The amount of the actual charges are based upon the circumstances (CALLS AFTER MIDNIGHT WILL NOT BE ACCEPTED).

15. Landlord does not provide any form of security. Landlord does not guarantee and is not liable to Tenants or guest of Tenants for damage or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes. Each Tenant or guest is responsible for protecting his or her own person and property.

a. The video cameras in the buildings (if present) may periodically record activities. They are periodically monitored but not all are recording at all times. The video cameras are for protection of the building, not people, and should not be relied upon as a guarantee of personal safety. They may aid in the apprehension of vandals or other criminal acts. Tenants should not rely on any devices or measures which may be provided by Landlord and shall protect themselves and their property as if these devices or measures did not exist. Tenants are responsible for potential entry points such as doors, windows, and screens.

b. Restricted entry systems may or may not be in use or operative at this time, but are no guarantee of safety or security if operating.

c. Any acts of vandalism, criminal mischief, trespassing, etc. should be promptly reported to the ICPD, and followed by prompt written notice to the Landlord.

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Tenant's initials indicate acknowledgement/acceptance of this lease in its entirety.

### Care of Property

16. Tenants agree to use the highest degree of care in maintaining rented premises and common areas throughout the lease term. Any alteration to the apartment by the Tenants which causes a violation of City Ordinances or which necessitates repairs, will be charged to Tenants.
17. The Iowa City Housing Code requires that the **fire extinguisher and smoke detector be operational at all times** and this responsibility belongs to the Tenants.
- If the fire extinguisher is discharged, the Tenants shall have it recharged immediately at the Tenant's cost.
  - Tenants shall check smoke detector and fire extinguisher at the first of every month and report to the Landlord any necessary maintenance.
18. Tenants are responsible for replacing any light bulbs during their tenancy. \$10 per bulb for materials and labor may be charged to replace burned out bulbs.
19. Wall and Ceiling Holes: Tenants agree to pay \$10 per nail hole in the walls plus \$70 per hour per person plus materials for necessary painting at lease expiration. Do not spackle nail holes. No tape-on hangers or ceiling hooks of any type are allowed. Tenants agree to pay a minimum of \$175 per drywall hole larger than a small nail hole.
20. No acids or abrasive cleaners shall be used on any of the bathtubs, sinks, plumbing, or tile work. Damp mops and swiffers shall be the only cleaners used on wood floors.
21. Shower curtains are to be provided by Tenants (for sanitary reasons). Make sure it is inside the tub and tightly pulled to each end when showering. Water damage to the floor and ceiling below is the Tenants responsibility and will be charged accordingly.
22. If Tenants wish to replace the furnished window coverings, they must store the provided curtains/blinds in the apartment and re-hang them before they move out.
23. Basements and attics (where present) may not be used as sleeping rooms or for storage. Roofs and fire escapes are off limits for Tenants and guests (except during emergencies).
- Tenants in units which are partially below grade, wholly below grade, or first level apartments must operate a dehumidifier in times of high humidity. Tenants shall be responsible for the effects of excessive humidity such as condensation of moisture, mold, mildew, rust, and any damage to personal property.
24. Bicycles are not allowed in the building, on entrance rails, or balconies. Use bike racks.
25. Items outside the building, on window ledges, or in the hallways will be disposed of at the Tenants cost, including items attached to rails such as bikes, tires, etc.
26. Balconies and porches, where present, are mainly ornamental and are functional for limited use only. Balconies are not guaranteed at all locations.
- No more than 2 people may use the balcony/porch at a time and only light patio furniture of no more than 2 chairs and 1 table are allowed (no indoor furniture).
  - After a heavy snowfall, Tenants shall clear balcony/porch of snow & ice.
  - Absolutely no parties are allowed on the balcony or porch. Tenants will not use the balcony/porch after consumption of alcohol. No grills are allowed.
  - NOTHING MAY BE STORED ON DECKS (This includes kegs, garbage, bikes, and grills). An administrative fee of \$150 will be billed for any violations
27. Cooking or doing anything else in such a way as to allow offensive odors to penetrate into public halls is forbidden.
28. The exterior back steps and door, where present, are for fire exit only, and are not to be used especially after a snowfall or during bad weather, as they will not be cleared.
29. Tenants agree to reimburse the Landlord for damages arising out of destructive acts of their visitors. Any debris or mess caused by Tenants or their visitors that is not immediately cleaned up will cause the apartment to be billed a minimum administrative & labor charge of \$100. Any damages caused by the foregoing will be charged to the Tenants of that apartment. The responsible apartment is liable for any damages in the common areas of the building from gatherings extending beyond the confines of the apartment.
30. Tenants agree to pay for all damages to the apartment windows, screens, and doors, including exterior unit doors (including random acts of vandalism). Tenants further agree to be responsible for a 15 foot common area around the apartment entry door, including cleaning thereof on a daily basis if necessary.
31. No sign, advertisement, notice, doorplate, or similar device shall be inscribed, painted, or affixed to any part of the outside or inside of the premises.

### Parking

32. Landlord may have parking available at additional cost, but does not guarantee specific stalls. The Landlord reserves the right to put into effect or discontinue any parking system and/or make any changes as deemed necessary or desirable. Visitor parking is NOT provided. Violators will be towed at the vehicle owner's expense.
- Advance full year payment is required at the time a permit is purchased and costs will vary. Pricing information is posted at the management office. Current tenant status must be maintained for obtaining a parking permit at listed price. If tenant's occupancy of the Landlord's premises ends (voluntarily or otherwise), all parking privileges are terminated.
  - NO REFUNDS will be given under any circumstances. It is the tenant's responsibility to find another tenant to sublease the parking spot if they can no longer use it.
  - Only one vehicle permit will be issued per tenant signed on the lease (based upon availability). A permit is issued for specific vehicle whose registration has been verified by the office. It is not transferable between vehicles/roommates. Permits must be visibly hung from the inside rear view mirror (facing towards front window) at all times.
  - Tenants park at their own risk and are responsible for keeping stalls clear of trash. Vehicles must only park in designated areas - not on grass, sidewalks or any other areas not expressly intended for a parked vehicle. Fees will be assessed for each violation. Tenants shall hold harmless and indemnify the Landlord for all loss of property, damages to vehicle, or personal injury sustained through the acts of tenants or third parties, including, but not limited to theft, vandalism, or act of God.
  - Tenants are NOT allowed to ticket/tow from 7:00 AM, July 22 through 7:00 AM August 9 (parking guidelines may not apply to some properties).
  - In the winter, it is highly recommended Tenants have snow tires or studded tires. After a snowfall it is sometimes impossible to remove snow from the parking areas if vehicles park haphazardly in the lots. Tenants are responsible for removal of snow/ice from their assigned stall after each snowfall.
  - Landlord clears only the center lane and only when Landlord deems it necessary. No plowing will be done unless over 2" of snow has accumulated. Landlord does not plow the alleys, as they are City property. Landlord does not plow around vehicles.
  - No parking is allowed in any spaces designated for commercial tenants. Ticketing & towing will occur at violators' expense 365 days a year
  - All moped/motorcycles must purchase a parking permit to park on the premises. No parking on bike racks, grass, etc. Unregistered moped/cycles will be towed.

### Maintenance

33. Tenants are obligated to report any problems in the apartment to the maintenance department during regular business hours Monday through Friday.
- IOWA CITY MAINTENANCE PHONE NUMBER IS 351-6000 and will be answered by a telephone recorder. Unless the Landlord is negligent, Tenants are responsible for the cost of all damages/repairs to windows, screens, doors, carpet, and walls, regardless of whether such damage is caused by tenants, guests or others.
  - EMERGENCIES: An emergency is a heat outage, an electrical outage, no water, or a sewer back up (meaning sewage is backed up in the tub or sink). In the event of an emergency, first call the office: 351-8391. If no answer, call the Emergency Phone Number: 338-0209. In case of a fire, notify the fire department at 911.
34. Iowa City Maintenance will do all repairs to an apartment unless prior written authorization is secured from Landlord. Iowa City Maintenance charges \$70/hour during regular business hours, and \$90/hour on nights and weekends for services performed (minimum of 1 hour will be billed for each service call).
- Once reported, Tenants may not necessarily be contacted before maintenance is done and need not be present. The maintenance call is tenant's authorization for entry into the unit. Tenants agree to allow Maintenance to enter their apartment each year between July 26 and August 31 for necessary repairs for apartment turnover. Tenants agree to allow a preventative maintenance crew to enter their apartments during the summer months to repair any damages caused by tenants throughout the leasing year. All charges associated with these damages must be paid immediately or they will be added to the rent due balance.
  - The following are estimated amounts of labor and materials for repairs/replacements during the lease term (min. of 1 hour labor): pre-hung entry door=\$543-\$599, pre-hung hollow core door=\$259, window=\$135-\$215, window screen=\$110, patio window=\$325, patio screen=\$125-\$205, mini blinds=\$85, towel bar=\$85, mirror=\$109, light cover=\$82, t-stat=\$110, fire extinguisher=\$126, smoke detector=\$95, carpet replacement=\$875-\$2600. Depending upon the time/materials, charges could exceed these amounts.
  - All charges must be paid immediately or they are added to the account's rent due balance and accumulate late fees. Tenants will be charged \$70 per hour plus materials for any maintenance calls, even in circumstances the tenants could have resolved without the call (e.g. could have plunged toilet themselves).
  - Tenants must obtain a ball type plunger to avoid unneeded service calls. A minimum charge will be assessed for lighting pilot lights. Tenants are responsible for changing furnace filters every six months (where applicable).
34. Landlord reserves the right to periodically remove the mailboxes for cleaning, to change and do repairs. The Postal Service requires the names of all occupants of the apartment be listed on the exterior of the mailbox. It is the Tenants responsibility to replace their names in front of their mailbox. Any damages sustained (not caused by Landlord) to mailboxes throughout tenancy will be charged to the Tenants.
35. Pest Control is performed at apartments quarterly. The pest control company will enter every apartment around the 20<sup>th</sup> of the month to spray. No further notice will be posted.
- If a bug problem exists, Pest Control requires a sample of a bug to know which chemical to use. Tenants are financially responsible if found to have caused problem.

### Inspections

36. At the end of the lease, or when the summer sublessee signs the next year's lease for an apartment, and when all tenants from the apartment move out, consult the "Clean, Clean, Clean" form which can be picked up at the office or downloaded prior to the final inspection.
37. Tenants will be notified of final inspection date and time in July and may choose to be present. All dates and times are final and cannot be changed by the Tenants.
- Failure to be moved out by the inspection appointment constitutes holdover and incurs a penalty of \$100 for each additional hour.
  - Tenants will be charged a \$100 per lock charge for failure to hand in all original keys at the inspection. Copies of original keys will not be accepted. The locks will need to be replaced or re-keyed for the security of subsequent tenants.
  - Tenants will be charged \$40/hour per person (6-8 people on each cleaning crew) plus a \$40 administrative fee for general cleaning if the unit is not cleaned to an "A" standard as described in the "Clean, Clean, Clean" form and vacant of all belongings at the expiration of the lease. The minimum fee for cleaning by Landlord's crews is \$150 for labor, supplies, and materials.
  - Tenants must have all utilities (required by lease) on and in Tenant's name at the time of inspection. Do not disconnect utilities until the day after the lease expires. A \$150 interim utility fee will be charged if utilities are turned off prematurely. Utilities must be operable for proper inspection and any necessary cleaning.
  - The floor coverings are professionally cleaned each time apartments turn over occupancy or at commencement of your tenancy. Incoming tenants following you deserve the same. That charge can be prepaid by Tenants, or deducted from the deposit at the expiration of the lease, at Tenants' option. Tenants agree to a professional carpet cleaning charge (cleaning cost + administrative charges + utility charge) starting at \$95 (efficiency) not to exceed \$250 (6+ bedrooms) at the expiration of the Lease. Hardwoods and decorative concrete floors are polished or cleaned each time apartments turn over occupancy. Tenants agree to a charge for professional cleaning or polishing not to exceed \$250, the actual charge to be based upon the amount of such flooring in the unit.
  - Stove drip pans must be completely cleaned and undamaged at the final inspection. Tenants will be charged labor and materials for necessary replacement.
  - Tenants will be charged for painting, drywall damages, corner bead damages, etc that exceeds normal wear and tear.
  - Tenants will be charged \$70 per hour per person plus disposal fee for necessary furniture and garbage removal services provided during check-out inspections.

### Appliances and Utilities

38. REFRIGERATOR: If the refrigerator should break down, first call maintenance. Then, please make arrangements with friends or neighbors to store your food. Landlord is not responsible for any loss of contents or other damages, as the result of the refrigerator not working properly, if it was working properly at the beginning of the lease term.
- Whenever the unit's electricity is turned off, make sure the refrigerator door is left open and the breaker switch is turned OFF. Failure to do so may result in ruining the refrigerator, which will be replaced at Tenants cost. Do NOT use any sharp instruments to remove frost and ice from the freezer.
39. LAUNDRY EQUIPMENT (if present) is for the use of the Tenants and provided as a convenience. Use machines at your own risk. Laundry facilities are not part of the lease agreement. Landlord is not responsible for the articles that may be damaged or stolen. No laundry work shall be done in the apartment.
- After each use, return the room and equipment to a clean and orderly condition and turn off the lights. Dryer lint traps should be cleaned after every use by Tenants.
  - Any laundry machine not working should be reported to the maintenance recorder (351-6000). Please place an "OUT OF ORDER" sign on the machine immediately.
  - Inside apartments washers/dryers are not supplied or serviced by Landlord but may remain in the unit from previous Tenants. Tenants use that equipment at their own risk and shall hold harmless/indemnify Landlord for all losses sustained from using equipment. Tenants may have laundry equipment serviced by a third party at Tenants' expense.
40. DISPOSAL: Do not throw bones, celery, popcorn, gravy, grease, etc., into the garbage disposal or sinks. Make sure the garbage disposal is cleared before running the dishwasher. Before

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Tenant's initials indicate acknowledgement/acceptance of this lease in its entirety.

leaving for extended period, turn on disposal and flush two sinks full of water through the running disposal.

41. VENT FANS: Any damage to the unit as a result of Tenants not using proper ventilation (vent fans or windows) in the kitchen or in the bathroom will be charged to the Tenants.

42. Make certain the thermostat is kept above 65 degrees at all times to guard against pipes freezing. **DO NOT TURN YOUR HEAT OFF IN THE WINTER.**

a. An administrative and excess utility fee of \$150 will be charged to all apartments with open windows while the heat is on.

b. Tenants shall protect pipes to prevent freezing and bursting of the water pipes and keep the faucets closed to prevent waste or flooding of said premises and shall be responsible for all damages to the premises and for any loss, damage, or injury occasioned by the neglect or failure to properly look after the water pipes or faucets.

c. Maintenance may be periodically entering apartments during the cold months to check heating systems, and may turn up heat if necessary.

43. Tenants are liable for excessive utility costs (dripping faucets, running toilets, broken windows, etc.) due to Tenants failure to immediately report maintenance problems. Tenants are obligated to mitigate losses (shutting off water supply, covering broken window, etc.) and calling emergency maintenance until problem is resolved.

44. The fixed utilities package (if applicable) includes pro rata shares of estimated costs of utility consumption (heat, water, sewer & refuse removal). If excessive utilities are used or the actual cost of utilities increases from the provider, the Landlord will pass on such increases to the Tenants on a monthly basis. Boiler heat (if applicable) generally will be turned on from November 1 to March 1. Any additional days the boiler heat is used will be billed to the Tenants on a pro rated basis. Tenants pay all electric heat.

45. Most units are scheduled to include Expanded Basic Cable and Basic Internet services. All costs (hookup, wiring, upgraded services, etc.) associated with Expanded Basic Cable TV or Basic Internet services are the Tenants responsibility. Tenants may need to purchase additional equipment at their expense based upon their ISP specifications.

46. The apartment may be equipped with the modular telephone jacks. The Tenants should handle any phone line work with the telephone company at their expense. Tenants should acquire telephone insurance for any repairs to the wiring. All costs associated with telephones (hookup, wiring, service, monthly, etc.) shall be the Tenants responsibility.

47. Apartment refuse must be in plastic bags and placed inside the dumpster provided. Additional policies on separation of refuse may be implemented as required by City Codes.

a. Units will be charged a cleanup and removal fee of \$100 for trash left in the laundry rooms, hallways, decks, front lawns, etc.

b. Disposal of appliances, furniture, tires, wood products, oil, batteries, etc. are not allowed in or around the dumpsters. Please take directly to the City landfill.

c. Upon move-out, all furniture and excess trash should be taken to the City landfill. A fee will be assessed for all excessive items put in or around the dumpsters.

**Rules of Occupancy**

48. No grilling, parties, or events of any kind are allowed in the common areas. The roof and fire escape are off limits for all activities. Tenants shall hold harmless and indemnify the Landlord for all loss of property or injuries to the Tenant or guests resulting from improper use of those areas. Actual damages will be charged out for each occurrence.

49. All loud noise and boisterous conduct are strictly prohibited at all hours.

a. Doors, patio doors, and windows must be kept closed, if necessary, to prevent your stereo, TV, etc. noise from penetrating hallways or other apartments.

b. All social gatherings are to be held within the confines of the apartment so that the stereo and noise does not filter into the halls or any other apartment. No kegs are allowed in any unit or common area. An administrative fee of \$100 will be charged for addressing violations of this rule.

c. If the office receives noise complaints regarding an apartment, corrective legal remedies will be pursued as provided by City ordinance or State law.

50. All social gatherings/parties must be registered at the management office at least 24 hours in advance.

a. A \$150 party non-compliance fee will be charged for unregistered parties.

b. An administrative fee of \$150 for addressing a disorderly house will be charged if complaints are lodged with the landlord or law enforcement.

c. The apartment will be charged an administrative fee of \$150 for addressing the matter if any citations are issued for illegal drugs, alcohol, etc. on the premises.

d. For safety reasons the maximum number of people in the apartment at one time is fifteen (15).

51. Smoking is prohibited on the premises anywhere. This includes the entire apartment, balcony, all common areas and garage/courtyard. Please inform visitors of smoking policy.

a. Tenant found in non-compliance with smoking regulations will be assessed a penalty of \$200 per incident plus any damages. Any discoloration or smell due to smoking is considered damage to the property, NOT normal wear and tear, and the costs of remedies will be charged to the Tenants accordingly. Remedies may include replacing the flooring and painting of the unit. Landlord may increase the rental deposit to the maximum allowed by law in the events of non-compliance with smoking regulations.

b. Tenants choosing to use candles inside the apartments will be held responsible for paint and carpet damages at the expiration of the lease.

52. Natural evergreen trees and pumpkins are not allowed in the apartments or on balconies for safety reasons. An administrative fee of \$70 plus clean up charges may be applied.

53. Any damage to the premises, attempts to enter the premises, or vandalism to the premises by unknown persons should be promptly reported to the Police Department. Any information that may lead to the apprehension of the party responsible for the damage should be reported to the Police Department and to the Landlord immediately. Tenants agree to be financially responsible for any portion of a claim that is not covered by the Landlord's insurance provider.

54. No animals are allowed in the building or on the premises (including visitors). Tenants agree to an administrative fee of \$200 per pet to address the matter, plus \$20 per day for each violation. Landlord may increase the rental deposit to the maximum allowed by law in the events of non-compliance with pet prohibitions.

55. The Landlord reserves the right to adopt additional or revise rules, for the safety, care, and cleanliness of the premises and for the preserving of good order therein.

**Subleasing**

56. Tenants shall not sublet the dwelling unit, or any portion thereof, without the written consent of Landlord. If consent is given, the forms provided by Landlord for subleases must be used or the Sublease will not be recognized by Landlord.

57. It is the subleasing Tenant's sole responsibility to find someone to assume the Rental Agreement. Subleasing does not release the original Tenant from liability under the Lease. The Landlord reserves the right to accept or reject any sublease.

a. Individual Subleasing: If one roommate leaves and is replaced by another person during the lease term, both the original Tenant and the new Tenant must come to the management office with written confirmation of acceptance of the new tenant by all roommates (use the "Individual Sublease Permission Form" available in the office) to sign the sublease provisions of the original lease. Roommates may not unreasonably withhold consent to a sublease. Cleaning is the responsibility of the original Tenant.

b. Whole Apartment Subleasing: All original and all new Tenants must come to the office to sign the sublease provisions of the original lease. When whole apartment subleasing takes place (including summer/fall subleasing), the new Tenants agree to pay a deposit increase of one month rent to the Landlord. The original Tenants agree to pay for professional carpet cleaning and general cleaning prior to occupancy if the new Tenant requests this to be done. Landlord will not be responsible for cleaning of the unit.

c. Only apartments whose rental accounts are in good standing may sublease. All rent/fees on the account must be paid before Landlord consents to a sublease.

d. All subleased units are required to sign a sublease addendum at the management office. Any subleased apartment not doing so will be charged one month rent.

58. Arrangements must be made between the sublessor and sublessee regarding the exchanging of keys, apartment cleaning, additional deposit, and prepaid rent for the current Rental Agreement. These arrangements are not the responsibility of the landlord.

59. The fee for a complete release from this Rental Agreement prior to May 1<sup>st</sup>, 2012 is 25% of the total annual rent and is contingent upon the Landlord's written approval. Landlord reserves the right to accept or reject any requested release. There will be no release from this rental Agreement after May 1<sup>st</sup> and at that point Tenants can sublease.

60. The following fees are due upon the execution of a sublease:

**Renewals**

61. Prior to rental season, Tenants will receive the new rental rates for the coming year and/or they will be posted in the management office. If Tenant does not give a written affirmative answer before rental season of their intent to re-lease, it means Tenant does not intend to lease the apartment for the next year. If an affirmative answer is received, a new Rental Agreement must be signed by the posted date, or all rights/options to the apartments for the next lease year are relinquished. Landlord reserves the right to accept or reject any renewals.

Type of Sublease	1 BR	2BR	3BR	4 & 5BR
Entire House Sublease prior to Oct. 1 <sup>st</sup>	\$400.00	\$600.00	\$800.00	\$1000.00
Entire House Sublease after Oct. 1 <sup>st</sup>	\$150.00	\$225.00	\$300.00	\$375.00
Individual Sublease	\$150.00	\$150.00	\$150.00	\$150.00

**House, Duplex & Townhouse Tenants**

The following provisions apply to lease where a house, duplex or townhouse is rented as one unit (section 62 through 66):

62. House Tenants are responsible for maintaining the washer/dryer (if present) throughout the term of the Lease.

63. House Tenants are responsible for their own extermination of any insects, rodents, or pests on the premises throughout the lease term.

64. House Tenants are responsible for shoveling and salting/sanding the sidewalks, driveways (detached dwelling units), and entry into the dwelling unit by 8 AM following each snowfall. Failure to do so may result in a \$70 administrative fee plus snow removal costs per incident. Liability for unmaintained sidewalks/driveways is the Tenants responsibility.

65. House Tenants are responsible for mowing the lawn on a weekly basis. Yards must be neat and clear of trash and debris at all times. Vines, rubbish, trees & shrubs shall be maintained by the Tenant. Failure to comply may result in a \$70 administrative fee plus lawn care costs per incident. Tenants must mow on the last day of the lease each year.

66. House Tenants must purchase two 30-gallon trash cans and place at the side of the curb once a week for pickup. Contact the City for your trash collection day. (Townhouses may not apply).

**Miscellaneous**

67. This writing, including any addendum(s) attached, constitutes the entire agreement between the parties with respect to the subject matters; and no statement, representation or promise with reference to this Lease, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenants. All Tenants must sign this Lease.

68. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision in the Lease agreement. All addendums hereto are by this reference incorporated in this Lease, and made a part hereof.

69. Tenants grant permission to Landlord to release their phone number to incoming or outgoing Tenants for general questions or for the purposes of negotiating lease dates. Tenants agree all information regarding the lease may be shared with the parent/guardian or emergency contact listed on the Tenant information sheet.

70. Tenants acknowledged that the Landlord is not responsible for lost, stolen or damaged personal property. Tenants should purchase renter's insurance prior to occupancy to be protected from theft, vandalism, fire/water damages, etc. Landlord is not responsible for a loss should Tenants choose not to purchase insurance. Tenants shall hold harmless and indemnify the Landlord for all loss of property or injuries to the Tenant or others through theft, fire, rain, snow, wind or acts of third parties.

**TENANTS AGREE TO BE SEVERALLY AND JOINTLY LIABLE FOR RENT, FEES, DAMAGES, CHARGES AND ALL OTHER OBLIGATIONS UNDER THIS LEASE. SUBLEASES DO NOT RELEASE TENANTS FROM THEIR LIABILITY.** Tenants represent and warrant that as of the date of signing this Lease that all tenants have reached their majority age and are legally competent to enter into this Lease. Tenants younger than 18 years of age must have a guarantor sign the lease.

Executed in duplicate on the day and year first written above. All Tenants living in the dwelling unit must be signed on the lease.

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord's Representative Sign Here \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_

Tenant's initials indicate acknowledgement/acceptance of this lease in its entirety.

Tenant(s) agree to pay twelve equal monthly payments of \$31.00 (included with the monthly rent) for Expanded Basic Cable TV and Basic Internet services. Basic Cable services and Basic Internet services will be provided by Mediacom. If there are questions or problems with the service, please contact your designated service provider at:

Mediacom: 1-877-387-8087

(DOCSIS 2.0 lab certified cable modem required)

Expanded Basic Cable Channel lineup includes: KGAN, WGN, City Channel, Iowa City Information, KPXR, KWWL, KFXA, KCRG, ICPL, KTS, QVC, PBS, C-Span, KFXB, KWWF, U of I Television, Public Access, WHBF, The CW, IC Community Schools, HSN, Fox News, ESPN, ESPN2, TV Land, MTV, CNN, Discovery, A&E, USA, MSNBC, Lifetime, Weather Channel, FX, TNT, VH1, Animal Planet, Headline News, TLC, AMC, Speed, Disney, Comcast Sportsnet, Comedy Central, Bravo, HGTV, ABC Family, Nickelodeon, Hallmark, Oxygen, Sci-fi, Cartoon Network, TCM, E!, Court TV, BET, CMT, Spike TV, History, WE, Univision, Travel, Food Network, National Geographic, TBS, EWTN, CNBC, Versus, TBN, Fit TV, Mediacom Connections, TV Guide, Lifetime Movie Network, C-Span2, ShopNBC (channels may vary).

Internet service includes: Speeds between 512 kbps-5 mbps Download / 256kbps-1mbps Upload (speeds are not guaranteed and may vary based on a number of factors). Tenants will need to purchase or lease equipment at their expense based on Internet Service Provider (ISP) specifications.

ADDITIONAL PROVISIONS:

- Tenants may also find it necessary to purchase additional equipment to connect their apartment appropriately to the Expanded Cable or Internet service. This includes but is not limited to purchasing a DOCSIS 2.0 lab certified cable modem, new computers, TV/monitors, cables, routers, surge protectors, etc. All equipment and hookup expense are tenant's responsibility. DOCSIS 2.0 lab certified cable modems may also be available for lease from Mediacom for \$2.50/month. Fees will be assessed to tenants for on-site support.
-Tenants understand that if for some unforeseen reason the services listed above are unable to be provided at the designated properties, Landlord will attempt to secure similar services from a new provider within a reasonable time. If similar services are not found within a reasonable time, tenants may be credited up to \$19 for cable and/or \$12 for internet on the monthly rent from that point forward. Landlord shall have the final say in this situation. The remainder of the leasing contract shall not be affected by this agreement.
-Landlord shall not be liable, under any circumstances, for any interruption or failure of any such utility service to the apartment. Landlord's sole obligation is to be reasonably diligent in efforts to restore any such service which is interrupted.
-Landlord shall not be liable for loss or damages resulting from the interruption of utility services or for malfunction of machinery serving the apartment complex. Contact service provider with any service problems.
-Landlord agrees to furnish to each unit an outlet for tenant's access to Expanded Basic Cable. In most cases, a "box-top" receiver to get the Expanded Basic Cable is not needed.
-Use of the system is at tenant's sole risk, and neither landlord or provider warrant that the system shall be uninterrupted or error free; nor do they make any representation or warranty as to the availability or scope of the system.
-The performance of the system will vary from time to time based on network usage and other factors, and no minimum transmission speed is guaranteed at any time. Internet & cable upgrades may be available with service provider for an additional monthly fee.
-Provider, agent or landlord will not be liable for any interruption, surge, or failure of the system or for any utilities or services provided to tenant or any damage directly or indirectly caused by such interruption, surge or failure.
-Should tenant desire to use alternative internet or cable services, tenant shall have the right to do so, at tenant's expense. Monthly rental amounts would remain the same as listed on the lease agreement for the entire term.

By signing below, tenants agree to the above stated Expanded Basic Cable and Internet Service Agreement:

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_
Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_
Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord's Representative Sign Here \_\_\_\_\_ Date \_\_\_\_\_

CITY OF IOWA CITY - INFORMATIONAL DISCLOSURE AND ACKNOWLEDGMENT FORM
City of Iowa City, 410 E. Washington Street, Iowa City, IA 52240 - (319)356-5130 - http://www.icgov.org

- 1. Unit Address: SEE LEASE
2. City Web Site. The web site for the City of Iowa City is http://www.icgov.org and it provides extensive information about the City of Iowa City and its services. To access Housing and Inspection Services ("HIS"-the City Department that works with rental housing), click on the "Departments" link for additional information of the services provided by HIS. To access the City Code, click on "city code."
3. Occupancy. The maximum occupants/tenants for this unit are SEE LEASE unrelated persons. (This blank must be completed if the maximum occupancy is available on the Housing and Inspection Services web page on the City web site at the link entitled "rental permit" (http://www.icgov.org/rentals.asp). In addition to accessing the maximum occupancy via the internet, you may contact HIS by telephoning 356-5130 or coming to 410 E. Washington Street.) Nothing in this document prevents the owner or operator from limiting the number of tenants to less than the maximum allowable occupancy permitted by the City Code.
4. Tenants. The names of the tenants, including those under 18 years of age, who may occupy this unit:
Name of Tenant Name of Tenant: SEE LEASE
5. Fines. The undersigned acknowledge that we are responsible for complying with the maximum occupancy limits of the City Code and that violation of the maximum occupancy limit can result in a \$250.00 fine for the first violation (the City Code also provides that each day is considered a new violation) to the owner, operator, and/or tenant.
6. Sleeping Rooms. Basements, attics, and other rooms cannot be used as sleeping rooms if they do not comply with City requirements for windows, exits, square footage, etc.
7. Trash/Recycling. Complete this only if this unit has four (4) dwelling units or less. Trash and recycling pickup for this unit is CONTACT CITY (day of the week). City Code section 14-3H-9D provides that garbage receptacles can be brought to the curb after 3 PM the day before pickup and must be brought back to the property on the same day as collection. City Code section 14-5E-19W provides that owners shall supply approved containers and covers. Each unit can place up to two 35-gallons containers for pickup, and the containers must be stored (when not at the curb for collection) at an approved location (sideyard or backyard). Note: In neighborhoods where new "refuse carts" have been delivered, their use is required. Compliance with the collection and storage requirements for refuse carts is the same as any other solid waste container. Additional garbage or oversized garbage can be picked up for an additional charge. Contact 356-5180 for specifics on those charges. A City supplied blue recycling container or other approved container shall be used for recycling. Recycling information is available on the City web site by clicking on "city services" and then clicking on "garbage/recycling/yardwaste"(http://www.icgov.org/garbage.htm) or by telephoning 356-5180.
8. Parking. We acknowledge that we cannot park on the grass or across the public sidewalk and that the Landlord provides SEE LEASE off-street paved parking spaces or other parking areas as approved by the City.
9. Noise/Disorderly House. It is a simple misdemeanor (punishable with a fine of \$50 to \$500 plus surcharge and court costs) to keep a "disorderly house." Under Iowa City City Code section 8-5-5, a "disorderly house" is: No person shall permit or suffer to continue, without taking legal steps to prevent the same, any quarreling, fight, disorderly conduct, or other conduct or condition that threatens injury to person or damage, or loud, raucous, disagreeable noises to the disturbance of the neighborhood, or to the disturbance of the general public, upon a premises owned by the person or in the person's possession. For purposes of this Section, "to the disturbance of the general public" includes the disturbance of persons beyond the subject premises and/or to the disturbance of person upon public places, including peace officers.
10. Snow and Grass. City Code section 14-1A-8 provides that snow must be removed within 24 hours of a 1-inch snowfall and section 6-3-2 provides that lawns/grass/weeds cannot exceed 14 inches in height. Pursuant to the lease, we acknowledge that the SEE LEASE is responsible for snow removal and the SEE LEASE is responsible for mowing the grass. Regardless of the agreement between the landlord and the tenant, the City Code provides that the City may hold the owner, operator, or tenant ultimately responsible, and violation of either section noted above can result in a fine of \$250.00 for the first violation and/or the City mowing the grass/shoveling the snow and assessing the cost of doing so to the property owner.
11. Neighborhood Services Coordinator. Iowa City has a neighborhood services coordinator. For more information, call 356-5237 or go to the City web site and click on "city services" and then click on "neighborhood services" (http://www.icgov.org/neighborsvcs.htm).
12. State Law. The Iowa Uniform Residential Landlord and Tenant Act (Iowa Code Chapter 562A) can be found at the Iowa City Public Library and can be accessed on the internet at http://www.legis.state.ia.us/Code.html.

We, the undersigned, have read the Informational Disclosure and Acknowledgment form and completed the blanks to the best of our knowledge.

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_
Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_
Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Landlord's Representative Sign Here \_\_\_\_\_ Date \_\_\_\_\_