

RESIDENTIAL DWELLING UNIT LEASE

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

COPY

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."

UNIT CODE #: _____ rooms (unfurnished) _____ Iowa City, Iowa 5224 _____

1. Term. The term of this Lease is from 1:00 PM on the _____ day of _____, 2010, to 7:00 AM on the _____ day of _____, 2011 (approximately 360 days).

2. Rent. Tenants agree to pay rent to Landlord 12 EQUAL MONTHLY PAYMENTS of: \$ _____ (approximately 360 days) 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 2010 Rent:

- 1.) NEW TENANTS - Pay with a postdated check dated July 1, 2010. \$ _____ Ck# _____
2.) CURRENT TENANTS - Pay with a postdated check dated August 1, 2010. \$ _____ 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 each and all of the terms and conditions of this 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.

4. Manager. Megan Clabaugh, 318 1/2 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 an additional charge of \$80 per month for each additional Tenant in excess of the number of bedrooms in the unit for the term of the lease.
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.

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.

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.

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 charge, 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.
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 for charges due.
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.

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.

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 not abate unless the unit is declared uninhabitable by the City.

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. A penalty of \$100 per hour will 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. A \$200 fee will be charged if this form is not completed and returned to Landlord by July 15.

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: A 24-hour notice must be given to the office to obtain a copy of an original key that has been lost. Cost per key is \$10, 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 charge of \$70 if Tenant contacts the office to be let into a unit during office hours, and a minimum charge of \$90 if Tenant contacts the office after office hours.

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.

- a. The video cameras in the buildings (if present) may periodically record activities. They are not live monitored and not all are recording.
b. Restricted entry system may or may not be in use or operative at this time, but is no guarantee of safety or security if operating.

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 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 that burn out during their tenancy. **\$10** per bulb may be charged to replace burned out bulbs discovered at inspection.
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 painting charges at the expiration of the lease. 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 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 storage. Roofs and fire escapes are off limits for Tenants and guests (except during emergencies).
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.
- No more than 2 people may use the balcony/porch at a time and only light patio furniture of 2 chairs and 1 table are allowed (absolutely 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.
 - NOTHING MAY BE STORED ON DECKS (This includes kegs, garbage, bikes, and grills). A fee of **\$150** PLUS clean up charges will be billed for any violations
 - If no balcony exists, Tenants agree to allow a possible upgrade to the unit by installing a balcony during the lease term without compensation.
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 by the apartment responsible will cause the apartment to be billed a minimum 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 area around the apartment entry door, and for the cost to repair damage in the common areas of the building as follows:
- Tenants agree to be responsible for (CAD) damage in the common areas, as the tenants are the only lawful occupants of the building. The lease includes reasonable use of the common areas and Tenants share responsibility for its care. If Landlord and tenants are unable to determine who caused damage in common areas within 7 days after the damage comes to the attention of Landlord, then each apartment in the building shall pay an equal pro-rata share of costs to repair the damage. Damages can include but are not limited to doors, windows, drywall, carpet, lights, smoke detectors, etc. Such charges are payable immediately.
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 parking permit is issued for specific vehicle whose registration has been verified by the office. It is not transferable between vehicles or roommates. All permits must be visibly hung from the inside rear view mirror 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 theft, vandalism, or otherwise.
 - Tenants are not allowed to ticket/tow from 7:00 AM, July 24 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.
 - 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.

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 residents, 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: **351-7676**. If no answer, call the **Emergency Phone Number: 338-0209**. In case of a fire, notify the fire department at **911**.
 - Iowa City Maintenance will do all repairs to an apartment unless 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. Maintenance may be entering your apartment each year between July 26 and August 31 for necessary repairs for apartment turnover. A preventative maintenance crew will be entering apartments during 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 may be subtracted from deposits.
 - The following are estimated amounts for maintenance repairs or replacements during the lease: pre-hung entry door=**\$452-690**, pre-hung hollow core door=**\$386**, window=**\$135-\$325**, window screen=**\$110**, patio screen=**\$125**, mini blinds=**\$85**, towel bar=**\$85**, mirror=**\$105**, light cover=**\$80**, thermostat=**\$95**, fire extinguisher=**\$115**, smoke detector=**\$115**, carpet replacement=**\$875-\$2600**. Depending upon the time and materials used, 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 unnecessary maintenance calls (e.g. could have plugged 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 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 20th of the month to spray. No further notice will be posted.

- If a bug problem exists, the Pesticide Company requires a sample of the bug found in the unit to know which chemical to use.
- On occasion, Tenants may be notified to empty all the cabinets in the apartment (there are no exceptions); all apartments must cooperate to avoid charges related to pest control.

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 "Cleaning Guideline" 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.

- 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 keys at the inspection. Copies of original keys will not be accepted.
- Tenants will be charged **\$40/hour** per person (6-8 people on each cleaning crew) plus a **\$40** service charge for general cleaning if the rental unit is not cleaned to an "A" standard according to 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 starts at \$150.
- Tenants must have electricity on and in Tenant's name at the time of inspection. Do not disconnect electricity until the day after the lease expires. A **\$150** fee will be charged if utilities are turned off prematurely.
- The carpets throughout the building are professionally cleaned each time apartments turn over occupancy. Tenants agree to a charge starting at **\$95** (efficiency) not to exceed **\$225** (6+ bedrooms) being deducted from the deposit for professional cleaning at the expiration of the Lease. Hardwoods and decorative concrete floors are polished or cleaned upon turn over of occupancy each year. Tenants agree to a charge not to exceed **\$195** being deducted from the deposit for polishing or cleaning the floors.
- Stove drip pans must be completely cleaned and undamaged at the final inspection. Tenants will be charged **\$40** for necessary replacement.
- Tenants will be charged for painting, drywall damages, corner bead damages, etc that exceeds normal wear and tear. General paint touch up will be billed out to each unit at **\$70** per hour per person plus materials.

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 will not be responsible for any loss, as the result of the refrigerator not working properly.

- When defrosting the freezer, do NOT use any sharp instruments to remove frost and ice from the freezer.
- 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.

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 by Landlord but may remain in the unit from previous tenants. Tenants shall hold harmless/indemnify Landlord for all losses sustained due to such laundry equipment.

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 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 apartment as a result of Tenants not using the vent fans in the kitchen or in the bathroom will be charged to the Tenants.
42. If Tenants will be away from the apartment for a few days, make certain the thermostat is kept above 65 degrees to guard against pipes freezing.

DO NOT TURN YOUR HEAT OFF IN THE WINTER.

- a. A 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 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 charge 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 with Mediacom. Most units include basic internet services assigned to one of the following ISP: Mediacom, TTS LLC, or Dynamic Broadband/X-wires. 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. It is recommended Tenants acquire insurance from the telephone company to insure against any damages or 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 \$100 for trash left in the laundry rooms, hallways, decks, front lawns, etc. Tenants are responsible for cleaning the area outside their entry door.
 - b. Disposal of appliances, furniture, wood products, tires, oil, batteries, etc. are not allowed in or around the dumpsters. Please take directly to landfill.
 - c. Upon move-out, all furniture and excess trash must be taken to the city landfill. A fee of \$150 per item will be assessed if items are 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/partners for all loss of property or injuries the Tenant sustains through improper use. A fee of \$150 plus 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 keys are allowed in any unit or common area. Violations of this rule will result in a \$100 penalty.
 - c. If the office receives noise complaints regarding an apartment, corrective legal remedies will be pursued as provided by 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. A disorderly house fee of \$150 will be charged if complaints are lodged with the landlord or law enforcement.
 - c. The apartment will be charged a \$150 fee if any citations are issued for illegal drugs, alcohol, etc.
 - d. For safety reasons the maximum number of people in the apartment at one time is fifteen (15).
51. Smoking is prohibited in all Common Areas (entryways, hallways, laundry rooms) and ALL apartments and dwelling units (including balconies/porches).
- a. Tenants choosing to smoke or use candles inside the apartments may be held responsible for paint and carpet replacement at the expiration of the lease. Any damages, discoloration, or smell, due to smoking or candles is damage to the property and remedies will be charged to the Tenants.
 - b. No filtering or venting of smoke from the apartment into any common area or any other areas of building will be tolerated. Tenant found in non-compliance with smoking regulations will be assessed a \$150 penalty plus any damages.
52. Natural evergreen trees and pumpkins are not allowed in the apartments or on balconies for safety reasons. A violation may result a \$50 penalty plus clean up charges.
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.
54. No animals are allowed in the building or on the premises. If pets are on the property a penalty of \$600 per pet plus \$20 per day will be charged for each violation.
55. The Landlord reserves the right to adopt additional or revised rules, as it may deem advisable from time to time, 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.
 - 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, the Tenants agree to pay a deposit increase of one month rent to the Landlord. For summer/fall subleasing a new deposit must be paid to the management office by the sublessee at the time the sublease is signed.
 - 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 1st, 2010 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 1st and at that point Tenants can sublease.

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

Renewals	Type of Sublease	1 BR	2BR	3BR	4 & 5BR
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.	Entire House Sublease prior to Oct. 1 st	\$350.00	\$550.00	\$750.00	\$950.00
	Entire House Sublease after Oct. 1 st	\$125.00	\$200.00	\$275.00	\$350.00
	Individual Sublease	\$125.00	\$125.00	\$125.00	\$125.00

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 minimum \$95 charge assessed to the Tenant per snowfall.
- 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 minimum \$150 charge assessed to the Tenant each time a violation occurs. 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/Partners for all loss of property or injuries the Tenant sustains through theft, fire, rain, wind or otherwise.
- 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** _____

EXPANDED BASIC CABLE AND INTERNET SERVICE AGREEMENT

(\$94 retail value for \$27/month)

Tenant(s) agree to pay twelve equal monthly payments of \$27.00 (included with the monthly rent) for Expanded Basic Cable TV and Basic Internet services. Basic Cable services will be provided by Mediacom. Basic Internet services will be assigned to one of the following depending on location: Mediacom, Technology Telecommunications Systems (TTS, LLC), or Dynamic Broadband/X-Wires Communications (may not apply to some locations). 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)
TTS, LLC: (319) 248-3569 or http://www.iowahotspot.net/ (802.11 b/g/turbo wireless card required)
Dynamic Broadband/X-Wires: (319) 363-4300 (Ethernet card & cable 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 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, Ethernet card & cable, 802.11b/g/turbo wireless card, new computers, TV/monitors, cables, routers, surge protectors, etc. All equipment and hookup expense are tenant's responsibility. Some equipment may be purchased from the provider. 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 \$17 for cable and/or \$10 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.
-Neither provider, agent nor landlord will be liable for any interruption, surge, or failure of the system or of 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:

Signature Date Signature Date
Signature Date Signature Date
Signature Date Signature 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 talking 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 Tenant/Landlord (cross out one) is responsible for snow removal and the Tenant/Landlord (cross out one) 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.

Signature Date Signature Date
Signature Date Signature Date
Signature Date Landlord Date