

RESIDENTIAL RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made and entered into on Date by and between _____, hereinafter referred to as Tenant(s) & KD Properties, LLC hereinafter referred to as Landlord.

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following described premises, situated in Iowa City, IA, to with address Address, hereinafter referred to as the "rental unit," in consideration of the mutual promises of the parties herein, and upon the terms, provisions and conditions as set forth below.

2. **TERM.** The term of this Rental Agreement shall commence at 12:00 pm on August 1, 2015, and end at 8:00 am on July 28, 2016

3. **RENT.** Tenant agrees to pay Landlord as rent for the rental unit, during the original term as follows: \$ xxxx.xx on or before the 1st day of August 2015, as rent for the first month, and \$ xxxx.xx per month on or before the 1st day of each month thereafter, with interest or penalty for payments received after the 1st day of the month. If the tenant fails to pay rent when due, tenant shall be charged a late payment fee of \$20.00 per day up to \$100.00 per month if the month rental exceeds \$700.00 per month pursuant to Iowa code section 562A.9(3)(A). Any fees incurred by Landlord as a result of the return of Tenant's checks for nonsufficient funds shall be reimbursed by Tenant to Landlord. A returned check will also result in a late payment penalty as described above. After one (1) returned rent check, tenant must pay with cashier's checks for remainder of lease. All joint tenants agree to pay with one rent check. This provision shall in no way prevent the Landlord from exercising any other remedy available under the terms and provisions of this Rental Agreement or the laws of the State of Iowa. All rents shall be payable without demand or notice on or before the above date set forth and shall be paid to the Landlord at: 125 Bickford Drive, West Branch, IA 52358, or at such other place as Landlord may, from time to time, direct.

4. **SECURITY DEPOSIT.** At the time of execution of this Rental Agreement Landlord shall apply \$ x,xxx (not to exceed two months' rent) as a security deposit for the full and faithful performance by the Tenant of all the terms and conditions of this Rental Agreement. Deposit is to be paid in full. Unless otherwise agreed-to in writing, possession of the property shall not be given until the security deposit is paid in full. Deposits, less deductions allowed by Iowa Code §562A.12, are returned no later than 30 days after termination of the tenancy and receipt by landlord of the tenant's mailing address or delivery instructions, unless other written arrangements are made and agreed to by all parties involved. Only one deposit return check will be issued. Prior to moving out, it is the tenants' responsibility to provide the Landlord/Management Company in writing with the name and mailing address of the tenant that is to receive the deposit. This person shall be responsible to distribute the returned deposit to the other tenants. Tenant may not apply the deposit as an advance payment of rent for any month of the term or the Tenant's last month rent.

5. **OCCUPANTS.** Occupancy under this Rental Agreement shall be limited to the following named persons: same as listed above except for occasional visitors whose visits shall be no longer than five days in length. All adult persons residing at the address must fill out a rental application, be approved by management and be on the lease.

6. **MANAGER.** KD Properties LLC, whose address is 125 Bickford Drive, West Branch, IA 52358 is the person designated by Landlord to manage the premises and to receive and receipt for all notices and demands upon the owner of the premises.

7. **UTILITIES.** Utilities, including any necessary deposits and/or connection fees, shall be furnished and paid for by the party indicated on the following chart:

	<u>Landlord</u>	<u>Tenant</u>		<u>Landlord</u>	<u>Tenant</u>
Electricity		X	Water & Sewer		X
Gas		X	Garbage Removal		X
Cable/Phone		X	Snow Removal		X
Lawn Care		X			

Tenants agree to have all utilities listed above in their name prior to receiving their keys. Tenants are responsible for issuing payment of all utilities to the provider by the due date. The utilities are to remain in service through the end of the lease. The tenant will also be responsible for any additional fees charged by the city or utility provider to rectify the problem.

8. **JOINT AND SEVERAL LIABILITY.** If this Rental Agreement is executed by more than one person, each tenant shall be jointly and severally liable for the entire rent payment, security deposit and any and all damages.

9. **USE-ABSENCES.** The rental unit shall be used for residential purposes only. Tenant shall notify Landlord of any anticipated extended absences from the rental unit, an extended absence being defined as an absence of 14 days or more, not later than the first day of the extended absence.

10. **UTILITY RATES AND CHARGES.** Tenant hereby acknowledges that Landlord, or Landlord's agent, by full execution of paragraph 7 above, has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay or has explained to Tenant that said information can only be furnished by the utility company furnishing the services to be paid by the Tenant directly.

11. **DELAY OF POSSESSION.** If Landlord is unable to give Tenant possession at the beginning of the term, the rent shall abate until possession is delivered, in which case the tenant shall either:

a. Upon at least five days' written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security; or

b. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or a person wrongfully in possession and recover the damages sustained by the tenant.

12. **MAINTENANCE BY LANDLORD.** Landlord shall maintain the premises in accordance with section 562A.15 of the Iowa Uniform Residential Landlord and Tenant Law.

13. **MAINTENANCE BY TENANT.** Tenant shall comply with all obligations primarily imposed upon Tenants by section 562A.17 of the Iowa Uniform Residential Landlord and Tenant Law.

14. **RULES.** Landlord, from time to time, may adopt rules and regulations for the rental unit, however described, concerning Tenant's use and occupancy of the premises in accordance with section 562A.18 of the Iowa Uniform Residential Landlord and Tenant Law. Tenant acknowledges that all existing rules concerning Tenant's use and occupancy of the premises have been furnished to Tenant in writing. Additionally, Landlord may, in the manner provided by law, adopt further or amended written rules concerning Tenant's use and occupancy of the premises and Tenant hereby agrees as a condition of this Rental Agreement to acknowledge receipt of said rules and regulations as they are presented to Tenant.

Initial: _____

Date _____

15. **PETS.** Tenants may not have pets on the premises.

16. **ACCESS.** Landlord shall have the right, subject to the Tenant's consent, which consent shall not be unreasonably withheld, to enter the rental unit in order to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Rental Unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors: provided, however, that Landlord may enter the rental unit without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. Except in case of emergency or if it is impracticable to do so, Landlord shall give Tenant at least twenty-four hours' notice of Landlord's intent to enter and enter only at reasonable times.

17. **TENANT'S RESPONSIBILITY TO INFORM LANDLORD OF DEFECTS.** Any defective condition of the rental unit, which comes to Tenant's attention, which he has reason to believe may be unknown to Landlord, shall be reported to Landlord as soon as practical.

18. **FIXTURES AND IMPROVEMENTS.** Tenant shall make no alterations, additions or improvements, nor attach fixtures, without Landlord's prior written consent. Tenants shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodworks, and all alterations, additions or improvements made by Tenant, without any payment therefor.

19. **VACATING PREMISES.** Tenant agrees to vacate the premises and to deliver all original keys to the rental unit to Landlord at the end of the lease period. Tenants must have the premises in the condition it was in at the commencement of the lease and checked out by the Landlord, provide a forwarding address and phone number in writing.

20. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement nor sublet the rental unit or any portion thereof, without the prior written consent of Landlord. Tenants shall not give accommodations to boarders or lodgers. Only those whose names appear on the lease may live in dwelling unit.

21. **PROPERTY REMAINING AFTER TERMINATION OF RENTAL AGREEMENT.** Personal property left in the rental unit following termination of this Rental Agreement and lawful re-possession by the Landlord shall be presumed to be abandoned by Tenant and subject to immediate removal.

22. **ABANDONMENT.** Abandonment of the rented premises shall be defined as either: (a) Tenant's absence for fourteen (14) consecutive days without notifying the Landlord, or (b) Tenant's absence for seven (7) days, coupled with Tenant's actions that indicate an absolute relinquishment of, and intent to abandon, the rented premises. Abandonment may not be found during any time period for which rent has been prepaid. If Tenant abandons said premises before the expiration of this rental Agreement, Landlord shall make reasonable efforts to rent the premises at a fair rental. If the landlord rents the premises for a term beginning prior to the expiration of this rental agreement, it is deemed to be terminated as of the date the new tenancy begins, and the Landlord shall apply the money therefrom to the rent due or to become due under this Rental Agreement, and Tenant shall remain liable for any deficiency and agrees to the same. This rental agreement shall be deemed terminated by the landlord as of the date the landlord has notice of the abandonment, if the landlord fails to use reasonable efforts to rent the premises at a fair rental or if the landlord accepts the abandonment as a surrender. In the event of the Tenant's abandonment, and in the further event that Tenant has left any personal property in the rented premises, Landlord is hereby authorized, by virtue of said abandonment, to destroy, sell, or otherwise dispose of all of said personal property (by any manner within the sole discretion of Landlord) whether or not the method of disposition is commercially reasonable. Furthermore, Landlord, in this event, shall be entitled to retain all proceeds from sale and may apply the said proceeds to any rent or damage owing to Landlord arising out of this rental agreement.23. **HOLDING OVER AFTER THE TERM OF THE RENTAL AGREEMENT.** If the Tenant remains in possession without landlord's consent after expiration of the term of this Rental Agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover the actual damages sustained by the landlord and reasonable attorney fees as allowed by section 562A.34 of the Iowa Uniform Residential Landlord and Tenant Law,

24. **INSURANCE-TENANTS PERSONAL PROPERTY.** Tenant is responsible for insuring all personal property if insurance is desired by Tenant. Landlord's insurance does not cover Tenant's personal property. Tenant may be held liable for damage to the rental unit caused by Tenant's neglect regardless of coverage by Landlord's insurance.

25. **DEFAULT.** Tenant shall be in default of this Rental Agreement for failing to timely pay rent, or for materially violating any other provision of this Rental Agreement or any of the Rental Rules, Regulations and Responsibilities attached hereto, or any other rule subsequently enacted pursuant to this Rental Agreement. In the event of any default, Landlord shall have access to all remedies available under this Rental Agreement or at law, including, without limitation, a claim for damages or injunctive relief, and evicting Tenant pursuant to Iowa Code Chapter 648 and Iowa Code Section 562A.27. If Tenant's default is willful, Landlord may also recover reasonable attorney's fees. Tenant agrees that any effort by Landlord relating to, or subsequent to, evicting Tenant for violation under this paragraph shall not be construed as an acceptance, by Landlord, of an attempted surrender of the rented premises by Tenant, nor as a termination of this Rental Agreement by mutual consent of Tenant and Landlord. Tenant agrees that this paragraph provides a proper remedy under Iowa law, and cannot be construed as an improper penalty.

26. **NOTICES.** Any notice, for which provision is made in this Rental Agreement, shall be in writing and shall be served in accordance with section 562A.8 or section 562A.29A (as applicable) of the Iowa Uniform Residential Landlord and Tenant Law.

27. **CONSTRUCTION.** Words and phrases herein shall be construed as in the singular or plural of number, and as masculine or feminine or neuter gender, according to context.

28. **BINDING UPON SUCCESSORS.** This Rental Agreement shall be binding upon the respective heirs, executors, administrators and successors of the Landlord and Tenant, but nothing herein shall be construed as an authorization for Tenant to assign this Rental Agreement or sublet the rental unit or any portion thereof except in strict compliance with the provisions contained herein.

29. **ENTIRE AGREEMENT.** This Rental Agreement, including any addendum attached hereto, constitutes the entire agreement between the landlord and tenant, and no statement, representation or promise with reference to this Rental Agreement, or the rental unit, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

30. **LAW GOVERNING.** The validity, construction, enforcement and effect of this Rental Agreement shall be governed by the laws of the State of Iowa.

31. **PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the property and fixtures, and acknowledges that they are in reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that in Tenant's opinion, the habitability of the premises is affected, then Tenant shall promptly give reasonable notice to Landlord.

Initial: _____

Date _____

32. **LEAD BASE PAINT WARNING STATEMENT:** If the dwelling unit was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home.

33. **ADDITIONAL PROVISIONS.**

- A. **SUBLETS, ROOMMATE CHANGES, EARLY MOVE-OUTS:** Subletting, assignment or securing replacement will be allowed only upon written approval and permission of landlord. A fee may be charged to the tenant for lease changes or roommate changes prior to the termination of this lease period, in the amount of the actual cost incurred by Landlord. Any and all lease changes must be pre-approved in writing by the management company/owner.
- B. Co-Signer Agreements
- C. Property Rules
- D. Lawn and snow removal agreement

>>>>> Date Executed: _____

X _____ DL# _____
Tenant(s)

X _____ DL# _____
Tenant(s)

X _____ DL# _____
Tenant(s)

X _____ DL# _____
Tenant(s)

X _____ DL# _____
Tenant(s)

X _____ DL# _____
Tenant(s)

Landlord / Manager

Initial: _____

Date _____

Property Rules

The following rules are adopted in accordance with Paragraph #14 of your lease. These rules are binding to the tenant.

1. All utilities that the tenants are responsible for in accordance with paragraph #7 of your lease, must be placed in the tenant's name prior to occupancy. Keys will not be issued until tenants have paid all fees (rent, deposit etc.) and the utilities transferred into their name.
2. Tenant may not add additional locks to the property or bedrooms. Tenant may not change locks without permission of the landlord. The tenant is responsible for the locksmith or maintenance costs if locked out of the unit and landlord has to assist in regaining entry. The tenant will also be charged for any repair costs associated with this issue.
3. All tenants should have renters' insurance. This is for the protection of the tenant. The property owner's insurance will not cover the tenants' or the tenants' personal possessions.
4. Installation or application of wall hung shelves, wall paper, paint, brackets, ceiling hooks, extra locks or anything marring the walls, woodwork, or doors is not allowed. Prior written permission is required for installation of extra phone or TV jacks. No one is allowed to install or attach anything to the exterior of the building, deck, or garage area.
5. Do not use counter tops for cutting foods--use a cutting board. Please put hot pots and pans on an insulated hot pad. Costs to repair damage to counter tops due to tenant abuse will be billed to the tenant.
6. All plumbing or other mechanical malfunctions must be reported to the management as soon as possible.
7. Light bulbs must be replaced by tenant as needed, and must remain with the property when you leave. Do not use any light bulbs larger than 60 watts in enclosed light fixtures. [The wiring may overheat and cause a fire.]
8. No extension cords. Only use protected power strips.
9. Smoke detectors: Tenants are responsible for the replacement of the battery in the smoke detector in their unit. Smoke detectors should be checked once a month and in working order at all times. Inoperable smoke detectors should be reported to landlord immediately and never disabled for any reason.
10. Repair costs [sewer, plugged garbage disposals or toilets] due to tenant breach of Iowa Code 562A.17 are the responsibility of tenant and will be billed back to the tenants. All tenants must have a toilet stool plunger and know how to use it. Toilet paper is the only thing that should be put in the toilet. Plugged toilets due non-flushable items such as tampons, condoms, or hair in drains will be billed to tenant.
11. Garbage disposals are for small food particles only. Grease, celery, lettuce, bones or other foreign materials should not be put in garbage disposal. Repair costs due to improper use of garbage disposal will be billed to tenant.
12. All tenants' personal belongings must be kept inside their home. Common areas such as, halls, stairways, yards, decks, laundry rooms, etc. are not to be used for storage of any kind. All items left in common areas may be removed and disposed of by the management without notice.
13. Aquariums (over 10 gallons) must have written permission from management.

Initial: _____

Date _____

14. No pets are permitted on the premises unless otherwise stated in the written lease agreement. This rule applies to visitors' pets as well as tenants' pets.
15. Tubs and shower stalls must be cleaned with nonabrasive cleaners. Never use steel wool, scrapers, or any type of crystallized or caustic drain cleaners. Damage caused by abrasive cleaners and cleaning tools is not considered ordinary wear and tear and may be deducted from the rental deposit.
16. Loud stereo, television or other conduct depriving your neighbors of their peaceful enjoyment of the property is not allowed. All tenants are responsible for the conduct of their guests.
17. Noise/disorderly house violations, fines, and surcharges applied by the city are the responsibility of the tenant. Tenant may be subject to eviction for any criminal activity taking place on the property.
18. Parking is for tenants only. Tenants are not allowed to rent out or give their parking area to anyone else for parking or storage. All vehicles must have current registration and be in running order. Any and all dead vehicles will be towed at the owner's expense. Car washing, oil changing or other repairs cannot be made on the property. Management may request, as needed, that cars must be moved out of the lot for snow removal and clean up.
19. Tenants are liable for any damage to the property or injury due to his/her own grill, and are responsible for proper disposal of cold coals. Damage to the property will be billed to tenants. In off-season, grills must be stored in an area as to not obstruct snow removal. Tenants' cooking grills must not obstruct walkways. Do not dump coals in the grass or parking lot area. When coals are cold to the touch, put them in a garbage bag and put them in the trash.
20. All garbage is to be placed inside plastic bags and tied shut. If tenants fail to dispose of trash, manager may remove it and bill tenant. All properties with a dumpster: the lid of the dumpster should be kept closed; all illegal dumping should be reported to management. Recycle all possible items. All boxes are to be broken down and taken to City Carton to recycle. Tires, appliances, and large furniture items are to be removed by tenant (charges associated with removal of these items will be billed to tenant).
21. Do not leave windows open at any time when you are gone. Any damage resulting from open windows will result in tenant being charged for cleaning and repairs.
22. No live Christmas trees.
23. No alcohol burners, kerosene heaters, or any type of open flame or candles.
24. Persons listed on the lease are the legal occupants of the apartment. Only legal occupants are allowed to live in the rented premises.
25. It is recommended that tenants notify the management when they are going to be out of town for a period of more than 5 days during winter months.
26. When there is a possibility that the temperature will drop to below freezing, the thermostat must never be set below 68 degrees. **Any and all damage due to frozen water pipes caused by tenant turning off heat or setting the thermostat below said temperature will be billed to the tenant.**
27. Any change of occupancy such as subletting must have pre-approved written permission from management. Occupancy is limited to only the persons listed on the lease.

Initial: _____

Date _____

28. Tenants will be charged Landlord's cost to replace locks if keys are not all returned at the end of the lease period. This includes bedroom doors if applicable.

29. Where applicable and as written in the city form the tenants are responsible for lawn care and snow removal. The Owner/Management Company retains the right to hire the lawn care and the snow removal when needed and to bill the residents of the property.

30. Appoint a group leader. One person should be in charge of the rent and bills.

31. The landlord may periodically post notices to convey information to the tenants. Messages may also be left on the apartment door, voicemail, text messages, emailed, left on the door, handed to the tenant in person or left by maintenance personnel. Twenty-four hour notices to schedule showings of the property may be conveyed via the telephone, email, text or voice messages to the tenants.

32. Tenants shall not be permitted to smoke inside the unit. Tenants and/or guest who smoke and/or who burn candles or oil lamps will be responsible for any damages and special cleaning caused by such. These damages are not considered normal wear and tear and may include but not limited to: walls and/or ceilings to be professionally cleaned or repainted; carpets, drapes and/or blinds to be deodorized or cleaned; repair or replacement of carpet with burns or wax; and other damages. Smoking is not permitted in the hallways or interior common areas of the apartment buildings.

33. In accordance with section 562A.17 of the Iowa Uniform Residential Landlord and Tenant Law, the tenant shall keep the rented premises as clean and safe as the condition of the premises permit. Upon termination of the tenancy, the tenant shall restore the premises to its exact condition at the commencement of the tenancy, ordinary wear and tear excepted. This means that the entire property must be thoroughly cleaned, and returned to the exact condition it was in on the day you moved in, except for ordinary wear and tear.

Tenant acknowledges receipt, acceptance and a clear understanding of the rules, and recognizes that new rules may be added with a 30-day written notice as allowed by section 562A.18 of the Iowa Uniform Residential Landlord and Tenant Law, and agrees to accept these changes when made.

Tenant Signatures in table :

Landlord / Agent / Owner

Property Address

Please make all rent checks payable to:

Initial: _____

Date _____