

ADDENDUM TO LEASE

1. **KEYS:** Keys can be picked up at the office between 1-4 PM on the day your lease starts only AFTER THE RENT DUE HAS BEEN PAID AND UTILITIES ARE CONNECTED IN TENANTS NAME. Weekend key pickup is not allowed unless arrangements are made with the office at least 48 hours in advance. Office hours will vary.
 - 1a. In order to receive mail, the Post Office requires the names of all occupants of the apartment be listed on the exterior of the mailbox.
 - 1b. **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 \$75 for lock change at end of lease.
 - 1c. **Additional Locks:** No additional locks shall be placed upon any door/window without the written consent of the Landlord. Key locks are not allowed on interior doors.
 - 1d. **Change Entry Lock:** Contact the office to arrange a time for lock change. There is a minimum charge of \$75/lock that will be billed to the unit accordingly.
 - 1e. **Lock Out:** There is a minimum charge of \$25 if Tenant contacts the office to be let into a unit during office hours, and a minimum charge of \$50 if Tenant contacts the office after office hours (NO CALLS AFTER MIDNIGHT).
2. **SUBLEASING:** 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 for the rental term. The Landlord will have the right to accept or reject any sublease situation, and will have the final authority over any variances.
 - 2a. **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 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 can not unreasonably withhold consent to a sublease at any time during the lease term.
 - 2b. **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 office by the sublessee at the time the sublease is signed. If Tenants are planning to sublease for the summer months, start looking early (January and February).
 - 2c. 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 should be decided before coming to the office to execute the sublease
 - 2d. **Complete release fee from this Rental Agreement prior to June 1, 2008 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 June 1; at that point Tenants can sublease.
 - 2e. Only apartments whose rental accounts are in good standing may sublease. All rent/fees on the apartment's account must be paid before Landlord consents to a sublease.
 - 2f. The following charge is due upon the execution of a sublease- **NO EXCEPTIONS!**

Type of Sublease	1 bedroom	2 bedroom	3 bedroom	4 & 5 bedroom
Entire House Sublease prior to Oct. 1 st	\$300.00	\$500.00	\$700.00	\$900.00
Entire House sublease after Oct. 1 st	\$100.00	\$125.00	\$150.00	\$250.00
Individual sublease	\$100.00	\$100.00	\$100.00	\$100.00

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- 2g. All subleased units are required to sign the sublease section of the original lease at the office. Any subleased apartment found in violation will be charged one month rent.
3. **APARTMENT INSPECTION:** 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 prior to the final inspection.
 - 3a. Tenants will be notified of final inspection date/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 incur a \$75/lock charge for failure to hand in all keys at the inspection.
 - 3b. Tenants agree to pay \$25/hour per person (8-10 people on each cleaning crew) plus a \$25 service charge for general cleaning if the rental unit is not cleaned to an "A" standard according to the Landlord and vacant of all belongings at the expiration of the lease. Tenants agree the minimum fee for cleaning starts at \$150.
 - 3c. Tenants must have electricity on in their name at the inspection. Do not disconnect electricity until the day after the lease expires to avoid \$150 fee. No exceptions.
 - 3d. Tenants agrees to allow the Landlord to deduct between \$100 - \$190 out of the deposit for professional carpet cleaning at the expiration of the lease. **X. Initials below**
 - 3e. Apartment stove drip pans must be cleaned to Landlord's "A" standards and undamaged at the inspection to avoid a \$25 charge for replacement.
 - 3f. Tenants agree to be financially responsible for painting, drywall damages, cornerbead damages, etc. General paint touchup will be billed out to each unit at \$200/ hour.
4. **RENEWAL OF LEASE:** 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 intentions, 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.
5. **PARKING:** (Where applicable) Landlord has parking available, but does not guarantee specific stalls. Visitor parking is NOT provided. Current tenant status must be maintained for obtaining a parking sticker 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 the stall. Parking is sold for the entire lease year beginning in August. Full year payment is required at the time a sticker is purchased and costs will vary. Pricing information is posted throughout the management office. Only one vehicle sticker will be issued per tenant signed on the lease (based upon availability). A parking sticker is issued for specific vehicle whose registration has been verified by the office. It is not transferable between vehicles or roommates. All stickers must be permanently adhered to the inside, lower left corner of the rear window. Tenants park at their own risk and are responsible for keeping stalls clear of trash. Tenants shall hold harmless/indemnify the Landlord/Partners for ALL loss of property, damages to vehicle, or personal injury sustained through theft, vandalism, or otherwise. Tenants are not allowed to ticket or tow from 7 AM, July 26 through 8 AM the day after stickers go on sale for each respective location (parking guidelines may not apply to some properties). Vehicles must only park in designated areas - not on grass, sidewalks or any other areas not expressly intended for a parked vehicle. Fees in excess of \$200 will be assessed for each violation. **X. Initials below**
6. **SNOW REMOVAL:** In the winter, it is highly recommended Tenants have snow tires or studded tires. Park at your own risk. 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.
 - 6a. Landlord clears only the center lane and only when Landlord deems it necessary. Landlord does not plow the alleyways, as they are city property.
 - 6b. Landlord does not plow around vehicles. No plowing will be done unless over 2" of snow has accumulated.
7. **MAINTENANCE:** 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 financially responsible for ALL damages/repairs to windows, screens, doors, carpet, and walls, regardless of whether such damage is caused by residents, guests or others.
 - 7a. **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 at 351-8391. If no answer, call the **Emergency Phone Number at 338-0209**. In case of a fire, notify the fire department at **911**.
 - 7b. Landlord's personnel must do all painting/repairs to an apartment unless written authorization is secured from Landlord. I.C. Maintenance charges \$50/hour during regular business hours and \$70/hour on nights and weekends for services performed. A service charge of \$25 will be added to billings (utilities, cleaning, etc.) sent out by the office.
 - 7c. Once reported, Tenants may not necessarily be contacted before maintenance is done and need not be present unless notified. Maintenance may be entering your apartment each year between July 26 and August 31 for necessary repairs from 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 may be subtracted from deposits.
 - 7d. Tenants agree to the following estimated amounts for maintenance repairs or replacements during the lease: **pre-hung entry door=\$465, pre-hung hollow core door=\$240, window=\$105, window screen=\$60, patio screen=\$82, mini blinds=\$39, towel bar=\$30, mirror=\$60, light cover=\$25, thermostat=\$50, fire extinguisher=\$50, smoke detector=\$33, carpet replacement=\$845-\$2400**. All fees must be paid within 30 days or they are added to the account's rent due balance. The Tenant will be charged \$25 per half-hour for any unnecessary maintenance calls (e.g. could have plunged toilet themselves). Tenants must obtain a ball type plunger. A minimum charge will be assessed for lighting pilot lights. Tenants are responsible for changing filters on the furnace every six months (where applicable) **X. Initials below**
8. No oral agreement made with the Office/Maintenance Company shall bind Landlord/Partners. All agreements must be in writing and signed by the Landlord.
9. Tenants agree to use the highest degree of care in maintaining rented premises throughout the lease term.
10. Tenants agree to abide by all of the rules and laws of the local Housing Code and the applicable laws for the State of Iowa. Any alteration done to the apartment by the Tenants that causes a violation of City Housing Code, which results in needed repairs, will be assessed to Tenants. 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. Necessary repairs will be billed to the Tenants accordingly.
 - 10a. If the fire extinguisher becomes broken or the fire extinguisher is discharged, the Tenants must get it refilled immediately at the Tenant's cost.
 - 10b. Tenants shall check smoke detector at the first of every month and report to the Landlord the necessary maintenance. Replacing the battery is the Tenants responsibility.
11. Tenants are responsible for replacing any light bulbs that burn out during their tenancy. \$10/bulb may be charged to replace burned out bulbs discovered at the inspection.
12. **REFRIGERATOR: Any time 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. 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.
13. **Heat, Water, Windows:** If Tenants are away from the apartment for a few days, make sure the thermostat is kept above 65 degrees to guard against pipes freezing. **DO NOT TURN YOUR HEAT OFF IN THE WINTER.** A charge of \$150 will be charged to all apartments with open windows while the heat is on.
 - 13a. 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 to the Landlord 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. Maintenance may be periodically entering apartments during the cold months to check heating pipes, and may turn up heat if necessary.
 - 13b. The fixed utilities package (if applicable) includes pro rata shares of estimated costs of utility consumption (heat, water, sewer & trash). If excess utilities are used or the actual cost of utilities increases from the provider, the Landlord will bill 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.
 - 13c. **Tenants agree to be financially 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.** Tenants agree to reimburse the Landlord for all expenses and excessive bills. **X. Initials below**
14. **Apartment Garbage** must be in plastic bags (a city requirement) and placed inside the dumpster or cans provided. **There is a \$100 charge for trash left in the laundry rooms, hallways, decks, front lawns, etc.** Tenants do not rent the area outside their entry door, but are responsible for cleaning it. Additional policies on separation of refuse may be implemented as required by City Codes.
 - 14a. Disposal of appliances, furniture, wood products, oil, batteries, etc. is not allowed in or around the dumpsters. A \$150/item CAD charge will be assessed to the buildings.

Tenant's initials below indicate acknowledgment/acceptance of this addendum in its entirety.

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15. **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.
16. **Vent Fans:** Any damage to the apartment as a result of Tenants not using the vent fan in the kitchen or in the bathroom will be at the Tenants expense.
17. Cooking or doing anything else in such a way as to allow offensive odors to penetrate into public halls is forbidden..
18. **Wall and Ceiling Holes:** Tenants agree to pay \$10 per nail hole in the walls plus \$200 per hour 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.
19. 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.
20. **Shower curtain** is to be provided by the 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 billed out appropriately.
21. Basements and attics (where applicable) may not be used as sleeping rooms or storage. Roofs and fire escapes are off limits for Tenants/guests (except during emergencies).
22. Most units are scheduled to include Expanded Basic Cable with Mediacom (may not apply to some locations). Additionally, most units are scheduled to include internet services with one of the following ISP: Mediacom, TTS LLC, or Dynamic Broadband/X-wires (may not apply to some locations). All costs (hookup, wiring, upgraded services, etc.) associated with Expanded Basic Cable TV or internet services shall be the Tenants responsibility. Tenants may need to purchase additional equipment such a DOCSIS 2.0 lab certified cable modem, Ethernet card & cable, 802.11b/g/turbo wireless card, etc. at their expense based upon their ISP specifications.
23. The apartment may be equipped with the modular telephone jacks. The Tenants should handle any phone line work with the telephone company at the expense of the Tenants. It is recommended Tenants acquire insurance from the telephone company to insure against any damages or repairs to the wiring. All (hookup, wiring, service, monthly, etc.) costs associated with telephones shall be the Tenants responsibility.
24. **Bicycles are not allowed in the building, on entrance rails, or balconies.** Bike racks are provided where necessary.
25. Items outside the building, on window ledges, or in the hallways will automatically be disposed of at the Tenants cost, including items attached to rails such as bikes, tires, etc.
26. **Balconies/porches**, where applicable, are basically ornamental but are functional for limited use. After a heavy snowfall, Tenants must clear balcony/porch of snow & ice.
 - 26a. 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).
 - 26b. Absolutely no parties are allowed on the balcony/porch.
 - 26c. Absolutely no kegs on balcony/porch at any time. ***NOTHING MAY BE STORED ON DECKS* (This includes kegs, garbage, bikes, and grills)**
 - 26d. Absolutely no bikes, grills, or garbage on the balcony/porch at any time. ***A fee of \$150 PLUS clean up charges will be billed for any violations***
 - 26e. If no balcony exists, Tenants agree to allow a **possible upgrade** to the unit by installing a balcony during the lease term. No compensation will be given.
27. The exterior back steps and door, where applicable, 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. No grilling, parties, or objects of any kind allowed in the common areas. The roof is off limits. A \$150 charge plus roof damages will be billed out each occurrence.
28. **All loud noise and boisterous conduct are strictly forbidden at all hours.** Doors, patio doors, and windows must be kept closed, if necessary, to prevent your stereo, TV, etc. from penetrating hallways or other apartments. All social gatherings are to be held within the confinement of the apartment so that the stereo and noise does not filter into the halls or any other apartment. **Kegs may not be visible at any time. Any violation of this rule will result in a \$100 fee and a NO KEG policy.**
 - 28a. If the office receives noise complaints regarding an apartment, corrective legal remedies will be pursued as provided by law.
 - 28b. Due to fire codes, etc., the maximum number of people in the apartment at one time is fifteen (15).
 - 28c. All social gatherings/parties must be registered **at least 24 hours in advance** at the management office to avoid \$150 party non-compliance fee. Disorderly house fee is \$150. The apartment will be billed \$150 for any illegal citations for drugs, alcohol, etc. **X. Initials below**
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 for clean up. Any damages caused by the above will be assessed to the Tenants of that apartment. Any gatherings extending beyond the confinement of the apartment results in the responsible apartment incurring liability for damages throughout the common areas of the building. **TENANTS AGREE TO PAY FOR ALL DAMAGES TO THE APARTMENTS WINDOWS, SCREENS, AND DOORS (EVEN IN THE ACTS OF VANDALISM).** Tenants further agree to be responsible for a 15 foot area around the entry door, and for all cost incurred on unclaimed damages throughout the common areas (CAD). **X. Initials below**
30. **Security is Not Provided.** Tenants agree the Landlord is not required by this lease to provide any form of security. Landlord 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.
 - 30a. The video cameras in the buildings (if applicable) may periodically record activities. They are not live monitored and not all are recording. The video cameras are for protection of the building, not people, and should not be relied upon as any guarantee of personal safety. They may aid in the apprehension of vandals or other criminal acts. Tenants acknowledge they 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. Landlord does not guarantee the safety or security of tenants or its guests against any criminal, tortuous, or wrongful acts of any person.
 - 30b. Restricted entry system may or may not be in use at this time. It may or may not be used at a later date.
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.
32. **Smoking is prohibited** in all entryways, hallways, laundry rooms, and most dwelling units. Tenants choosing to smoke or use candles inside the apartments can be held responsible for paint and carpet replacement at the expiration of the lease. No filtering/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 fine plus damages. **X. Initials below**
 - 32a. Disposal of cigarette butts must be done in an orderly manner. Any clean-up will be charged to the Tenant at \$20 per butt.
 - 32b. Any damages, sight or smell, due to smoking/candles will be viewed as devaluation of property and billed appropriately to the Tenants. Painting costs \$200/hour.
33. Natural evergreen trees and pumpkins are not allowed in the apartments or on balconies for safety reasons. Any violation may incur a \$50 fine plus clean up charges.
34. Landlord reserves the right to periodically remove the mailboxes for cleaning, to change and do repairs. It is the Tenants responsibility to replace their names in front of their mailbox. Any damages sustained to mailboxes throughout tenancy shall be the financial responsibility of the Tenants.
35. **Pest Control** is performed at apartments every other month. The Pesticide 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.
 - 35a. On occasion, Tenants may be notified to empty all the cabinets in the apartment (there are no exceptions), all apartments must cooperate to avoid fees.
 - 35b. Tenants living in houses or duplexes are responsible for their own extermination of any insects, rodents, or pests on the premises throughout the lease term.
36. **Laundry equipment** (if applicable) of the building are for the use of the Tenants and provided as a convenience. Use machines at your own risk. It is not part of the lease agreement. Tenants will, after each use, return the room and equipment to clean/orderly condition and turn off the lights. No laundry work shall be done in the apartment.
 - 36a. 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.
 - 36b. Landlord is not responsible for the articles that may be damaged or stolen.
 - 36c. Where applicable, washers/dryers are not supplied by Landlord but may exist in the unit from previous tenants. Tenants shall hold harmless/indemnify Landlord for all losses sustained due to an un-maintained laundry machine. House Tenants are responsible for maintaining the washer/dryer throughout the lease.
37. Any damage to the premises, attempts to enter the premises, or vandalism to the premises by unknown persons shall be promptly reported to the Police Department. Any information that may lead to the apprehension of the party responsible for the damage shall be reported to the Police Department and to the Landlord immediately.
 - 37a. Tenants agree to pay Landlord's cost to repair any **Common Area Damages (CAD)**. Tenants agree to be responsible for a portion of the common areas, as they occupy the complex jointly with other tenants. If damages occur in common areas, and Landlord and tenants are not able to determine who caused the damage within 7 days, then each apartment shall pay pro-rata share of costs to repair damages. CAD charges must be paid within 30 days from the billing date. **X. Initials below**
 - 37b. Tenants are responsible for all damages caused to windows, screens, and doors including the apartment entrance door, front door, and patio door, if applicable.
38. The dollar amounts of any fees are subject to change by posting such changes at the management office.
39. The Landlord reserves the right to unilaterally adapt further rules and regulations, 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.
40. 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.
41. If Tenants wish to replace the furnished window coverings, they must store the provided curtains/blinds in the apartment and re-hang them before the move-out inspection. Tenants must use curtains with white backing. A charge of \$115 will be assessed for all missing/damaged curtains or blinds.
42. **RENTER'S INSURANCE:** Tenants agree 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 will not be responsible for a loss should Tenants choose not to purchase insurance. Tenants shall hold harmless/indemnify the Landlord/Partners for all loss of property or injuries the tenant sustains through theft, fire, rain, wind or otherwise.
43. House Tenants are responsible for **SHOVELING** and salting/sanding the sidewalks, driveways, and entry into the dwelling unit by 8 AM following each snowfall. Failure to do so will result in a minimum \$75 charge assessed to the Tenant per snowfall. **(Houses/townhouses/duplexes ONLY)**.
44. House Tenants are responsible for **MOWING** the lawn on a weekly basis. Yards must be neat and clear of 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 **(Houses/townhouses/duplexes ONLY)**.
45. 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.
46. Additional Provisions:

Tenant's initials below indicate acknowledgment/acceptance of this addendum in its entirety.

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