

It is agreed, this _____ day of _____, 200__ by and between Apartments Downtown, Landlord, and _____

_____, TENANTS:

That Landlord hereby lets to Tenant and Tenant hereby leases from Landlord, the following described premises situated in Johnson County, Iowa, to-wit:

UNIT CODE #: _____ **INTERNET COPY** _____ (unfurnished) rooms

Iowa City, Iowa 5224_____

Herein after referred to as "apartment," "premises," or "dwelling unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions, and conditions:

1. Term. The duration of this Rental Agreement shall be from 4:00 PM the _____ day of _____, 2008, to 7:00 AM the _____ day of _____, 2009 (approximately 361 days).

2. Payments. Tenants agree to pay Landlord, as a rental, **12 EQUAL MONTHLY PAYMENTS** for said TERM, as follows:

12 Equal Monthly Payments \$ _____ **An extra charge of \$75.00 per month for each additional roommate**
(Approximately 361 days)

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

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

August 2008 Rent must be paid TODAY.

(OPTION 2 IS ONLY FOR CURRENT TENANTS)

1.) Paid with a postdated check dated July 1, 2008: _____ 2.) Paid with a postdated check dated August 1, 2008: _____

Security Deposit must be paid TODAY.

(OPTION 2 IS ONLY FOR DEPOSITS ONE MONTH OR GREATER)

1.) Paid in full with a check dated today: _____ 2.) Paid ½ with a check dated today. Ch # _____ \$ _____
Paid ½ with a check dated (1 month from today) Ch # _____ \$ _____

3.) Transferring deposit from previous year \$ _____ Deposit Holder: _____
(50% OF SAME RESIDENTS MUST RESIGN SAME LEASE) (TO WHOM THE DEPOSIT WILL BE RETURNED)

PAYABLE WITHOUT DEMAND, AND A LIKE AMOUNT PER MONTH, IN ADVANCE BY THE FIRST (1ST) DAY OF EACH MONTH THEREAFTER DURING THE TERM OF THIS RENTAL AGREEMENT, LATE CHARGES SHALL BE ASSESSED AS SET FORTH IN THE ADDENDUM HERETO ATTACHED.

MAKE CHECKS PAYABLE TO: APTS/DTA _____ at 414 E Market Street, Iowa City, Iowa, 52245-2627 or at such other place as Landlord may from time to time direct.

3. Security Deposit. At the time of execution of this Rental Agreement, Tenants shall pay to Landlord in trust the sum of \$ _____ as a security deposit for the full and faithful performance by the tenant(s) of all the terms and conditions of this Rental Agreement. Such deposit shall be returned by Landlord to the one designated Tenant within thirty (30) days after expiration of the rental agreement, less damages, cleaning fees, and conditioned upon the full performance of the terms and conditions of this rental agreement. It is the Tenants responsibility to provide in writing to Landlord a forwarding address of the deposit holder by July 15. The security deposit can **not** be used by the Tenants as rent or accumulated charges. Determinations by management related to return of security deposits are final unless written notice to the contrary is received prior to September 25.

4. Manager. Property Manager, Bern O'Brien, whose address shall be 414 E Market Street, Iowa City, IA 52245-2627, is the person designated by Landlord to manage the premises and to receive all notices and demands upon the owner of the premises.

5. Occupancy. Tenants shall occupy and use the above described premises as a dwelling unit only. Only persons who have signed this Rental Agreement as Tenants shall occupy the premises. In general, no more than 2 Tenants are allowed in a 1 bedroom, no more than 4 Tenants in a 2 or 3 bedroom, and no more than 5 Tenants in a 4 or 5 bedroom. There is an additional charge of \$75 per month for each additional roommate.

a. If an additional Tenant moves out, a "Rental Rate Modification Agreement" to reduce the rental rate may be obtained from the Landlord for \$150. It must be signed by all Tenants and a Notary Public. The lower rate will be effective the 1st of the month 60 days after the agreement is completed and returned to the office. This agreement in no way affects the legal or financial responsibilities of the departing Tenant.

b. Any person who moves their possessions into a unit without the Landlords prior written consent, or uses the mailbox for delivery shall be an additional Tenant for purposes of this agreement. Units found having roommates not signed onto the lease will incur the following penalties: one time charge of \$500, an additional charge of \$200 per month retroactive to the beginning of lease, the lease will be modified to require 2 months' deposit, and no future rental modifications will be allowed. Tenants may also face court action for theft of services or fraud.

c. Tenants shall notify Landlord of any anticipated absences from the premises of three (3) days or more. In the event of abandonment, Landlord may take possession of the premises and attempt rental of the premises.

6. Utility Rates. Tenants acknowledge the Landlord has fully explained the utility rates, charges, and services for which Tenants will be required to pay, other than those to be paid by Tenants directly to the utility company furnishing service. Landlord generally supplies heat, water, sewer, trash, internet access, and expanded basic cable; but at some properties does not supply all these utilities. Tenants to pay for electricity, air conditioning, cooking gas, telephone, cable, heat, water, sewer, trash, and internet access at properties where those are individually metered or designated in the office to be Tenants responsibility. If Tenants do not have all the utilities in their name from the first day of the lease through the last, they will incur a \$10 a day fine and a \$50/mo. service charge.

a. Disposal Costs. Tenants agree to comply with any additional solid waste removal requirements and agrees to pay an additional monthly amount equal to the per unit increase in disposal costs.

7. Rules. Tenants acknowledge that all existing rules concerning the Tenants use and occupancy of the premises have been furnished to the Tenants in writing. Additionally, Landlord may, from time to time, and in the matter provided by law, adopt further or unilaterally amend written rules, regulations, or procedures concerning the Tenants use and occupancy of the premises.

a. NO ANIMALS are allowed in the building or on the premises at any time. If a violation occurs, Tenants agree to pay a charge of \$600 per pet plus \$20 per day for each day the violation exists. Legal remedies may be pursued. Refer to pet addendum where applicable.

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

9. Subletting. Tenants shall not sublet the dwelling unit, or any portion thereof, without the written consent of Landlord (See Addendum #2).

10. Fixtures and Improvements. Tenants shall leave with the premises at the termination of this Rental Agreement, all alterations, additions, or improvements made by Tenants, without any payment therefore. At Landlord's discretion, costs to repair to original state will be billed to Tenants. Tenants shall make no alterations (including paint) without Landlord's written consent, nor shall any locks not provided by Landlord be added to the premises. The window coverings and flooring (carpet, hardwood, vinyl) are accepted "as is" and may vary in color/style.

11. Tenants Obligation. Tenants shall:

a. Comply with all applicable provisions of building and housing codes materially affecting health and safety.

b. Keep that part of the premises that the Tenants occupy and use as clean and safe as the condition of the premises permits.

c. Dispose from the dwelling all garbage/waste in a clean and safe manner, and in the appropriate receptacles as required by City code.

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- d. Keep all plumbing fixtures as clean as possible, and to keep faucets closed so as to prevent waste of water and flooding of premises.
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, and other facilities and appliances.
- f. Not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises, or knowingly permit a person to do so.
- g. Conduct himself/herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

12. Rent. Rent is due in one payment by the 1st of each month without notice even if the 1st is on a holiday or weekend. There is a \$10 per day late charge for rent received after the 1st of the month. Mailed checks are paid upon physical receipt, not by government postmark. Unit number and address must be on check(s). There is a \$35 charge for all returned checks in addition to late fees. Additional payment charges are \$10 per payment.

- a. Rent received after 1PM will be considered late and deposited the next business day. Rent received prior to 1PM will be deposited the same day.
- b. Postdated checks must have prior written consent from the Landlord and include the appropriate late fees.
- c. Rent should only be paid in check or money order. Cash will be accepted during office hours only if a receipt is requested by Tenant.
- d. If rent is unpaid when due, Landlord may terminate this agreement and seek damages for the remaining months of rent and fees due. Service of 3-day is \$35. Service of eviction is \$200 plus \$25/tenant. Parking privileges will terminate after service of nonpayment of rent. No refunds on parking.
- e. All charges incurred on the rental account (including but not limited to maintenance charges, service charges, violation fines, etc.) must be paid within thirty (30) days or they will be added to the account's rent due balance and collected as late rent with late fees.
- f. Nonpayment of Prepaid Rent. Failure to make any required prepayments of rent by the dates set forth in this lease shall entitle Landlord to terminate the Rental Agreement and seek damages for the balance of rent due, hereunder, as allowed by law.

13. Present and Continuing Habitability. Tenants will inspect within three (3) days of obtaining possession, the premises and fixtures and acknowledges, or will acknowledge within said three days, they are in a reasonable and acceptable condition of habitability for their intended use. Tenants shall promptly give written notice of any problems to the Landlord with at least thirty (30) days for the Landlord to correct.

14. Possession. If Landlord is unable to give possession, Landlord shall give reasonable efforts to correct any problems in a timely manner. Rent abatement will not occur unless the unit is declared uninhabitable by the City. Tenants must notify the office in writing within three (3) days of the lease term commencing if additional cleaning is required. The apartment is in "A" condition and will be accepted "as is" if no written statement is received.

15. Hold Over. If Tenants remain in possession after expiration, or after the termination of this Rental Agreement, Landlord may bring on action for possession. If Tenants holdover is willful and 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 Rental Agreement for the same term as is herein set forth. Holdover charges of \$100 per hour will be assessed to all apartments not ready at their checkout inspection. A Tenant Altered Lease Dates (TALD) form must be signed by both the new and current tenants at the office for either party to move in/move out early/late. This form must be completed by July 14 to avoid a \$150 service charge. Items left in the apartment without a completed TALD will be disposed of at the final inspection at the Tenants cost.

16. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender.

17. Entire Agreement. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenants. All arrangements made with staff must be in writing to be enforceable.

18. Additional Provisions.

- a. All addendums hereto attached are by this reference incorporated in this Rental Agreement, and made a part hereof.
- b. Landlord reserves the right to put into effect or discontinue any parking system and/or make any changes as deemed necessary or desirable.
- c. Tenants acknowledge that Landlord has provided a copy of the "Check-In Inspection Form" when this agreement was signed. Tenants shall inspect the rented premises, note prior damages or its contents on the check-in form (paying special attention to damaged doors, walls, and carpet), and return it to Landlord within three (3) days of the commencement of this Rental Agreement (Tenant is encouraged to copy it before returning the original to the office). Tenants acknowledge and accept the consequences of failing to accurately complete, copy, and return this form to Landlord within three (3) days after the commencement of this Rental Agreement.

d. TENANTS AGREE TO BE SEVERALLY AND JOINTLY LIABLE FOR RENT, FEES, DAMAGES, AND ALL OTHER OBLIGATIONS UNDER THIS LEASE. SUBLEASES DO NOT RELEASE TENANTS FROM THEIR OBLIGATIONS.

- e. Tenants represent and warrant that as of the date of execution, **ALL TENANTS HAVE REACHED THEIR MAJORITY AGE** and are legally competent to enter into this Rental Agreement. Tenants younger than 18 years of age must have a guarantor.
- f. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision in the lease agreement.
- g. Tenants hereby agree with the rental rate at the inception of this Rental Agreement.

Executed in duplicate on the day and year first written above.

All Tenants living in the dwelling unit must be signed on the lease.

X _____

Apartments Downtown

X _____

By _____
(Landlord's representative sign here)

X _____

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X _____

X _____
Tenants (please sign above)

SUBLEASE OF RENTAL AGREEMENT

For value received we do hereby sublease all our right, title and interest in and to the within Rental Agreement to:

[Print name(s) of subleasee(s)]

and successors, who hereby accepts said sublease and agrees to fulfill all the terms of this Rental Agreement from the _____ day of _____, _____ (Date sublease becomes effective.)

The cleaning and condition of any apartment or house at the point of a sublease is strictly between the original tenants and the new tenants. The only point at which Landlord will clean a house or apartment is during regular turnover (July 26 through August 1) and only with 100% change in occupancy.

Therefore, tenants completing a sublease agree to the following cleaning/condition terms:

1. Key exchange is between tenants. The original tenants are to make the keys available to the new tenants, and the new tenants are responsible for collecting the keys.
2. Original tenants are to clean and prepare the apartment or house for the new tenants. Please obtain the "Clean, Clean, Clean" form from the office outlining Landlord's cleaning expectations. Original tenants are responsible for professionally shampooing the carpets before turning the unit over to the subleasees. Original tenants should understand their subleasees are expected to clean to Landlord's "A" standard at the expiration of the lease term or else both parties can be assessed cleaning charges.
3. New tenants understand that any objections to the cleanliness of the unit are between them and the original tenants. New tenants may accept the unit in whatever condition they choose, however, the unit must meet Landlord's "A" standards of clean upon move-out.
4. A Landlord conducted inspection will happen only at the point of occupancy change during a summer sublet where the subleasees have signed the fall option.
5. This sublease does not release the original tenants from liability for the lease term. Original tenants are responsible for checking on their subleasees periodically to make sure rent and fees have been paid.

The undersigned hereby consents to the sublease waiving none of the provisions of this Rental Agreement.

_____ (Sublesor/Date)	_____ (Sublessee/Date)
_____ (Sublesor/Date)	_____ (Sublessee/Date)
_____ (Sublesor/Date)	_____ (Sublessee/Date)
_____ (Sublesor/Date)	_____ (Sublessee/Date)
_____ (Sublesor/Date)	_____ (Sublessee/Date)
TENANTS MOVING OUT	TENANTS MOVING IN

Sublease fee must be paid TODAY: \$ _____ Date paid ____/____/____ (Landlord/Date)

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