



## ADDITIONAL LEASE PROVISIONS

**10.** It is our intention and purpose to operate Real Estate Service Apartments as outstanding residential housing in this area. The Management will strive to render prompt, efficient service and will maintain this property in a manner commensurate with the type of community you desire. Any expense incurred by the Management as a result of violation of these rules will insofar as feasible, be assessed against the resident responsible. Promptly notify the Management of any needed repairs to equipment or fixtures.

**Emergency Telephone Numbers:** *(AN EMERGENCY IS DEFINED AS: A SITUATION THAT INVOLVES PROPERTY OR LIFE THREATENING CIRCUMSTANCES)*

Police, Fire, Ambulance 911  
Real Estate Service Group, Inc. 515-268-5485  
Emergencies Only 515-290-5936  
(Should it be necessary to call for Fire, Rescue or Police assistance, please advise Real Estate Service Group immediately after this is done.)  
Alliant Energy 800-255-4268  
City of Ames 515-239-5120

**Manager:**

REAL ESTATE SERVICE GROUP, INC.  
2519 Chamberlain, Suite 101  
AMES, IA 50014  
(515) 268-5485

**Fax:** (515) 268-8181

**Web site:** www.resgi.com

**E-mail:** info@resgi.com

is the agent designated by owner to manage the Premises. Any notices required under this Agreement shall be delivered to Landlord at the place designated for the payment of the rent.

**11. For Information and Maintenance**

Call Real Estate Service Group at 515-268-5485. Please leave a message if the telephones are unattended or submit your request online at [www.resgi.com](http://www.resgi.com)

Designated drop boxes are located in some units, which are to be used for written maintenance requests. No charge is made for repairs and maintenance unless the tenant shall deliberately or negligently damage or destroy the premises.

**12. General Conduct and Definition of Terms.**

The following terms shall have the meaning shown below when capitalized in this Agreement or the Rules:

- a. Agreement: this Dwelling Unit Rental Agreement
- b. IURLTA: the Iowa Uniform Residential Landlord Tenant Act.
- c. Unit: the apartment and its equivalent to the term “dwelling unit” as defined in IURLTA.
- d. Premises: the Unit and Building of which it is a part and the Common Area.
- e. Common Area: the grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the Tenant.
- f. Building: the structure of which the Unit is a part including entrances, hallways and laundry rooms (but not including the Unit or other units).
- g. Tenant: the person or persons entitled under the Agreement to occupy the Unit to the exclusion of another. It may include the Tenant’s minor children as the context requires. No person shall be deemed a Tenant under this Agreement unless that person has executed this Agreement or is deemed a Tenant under &562A.10 of the IURLTA.

Tenant shall not:

- h. Do or permit to be done anything that will annoy, harass, embarrass, discommode or inconvenience any of the other tenants or occupants in the Unit or adjoining units. Unseemly behavior or conduct is absolutely prohibited and will result in a \$250 fine.
- i. Provide materially false or misleading information on the rental application.
- j. Negligently destroy, deface, damage, impair, or remove a part of the Premises, or knowingly permit a person to do so. Such behavior will result in a fine of \$250.
- k. All interiors of all properties are smoke free. Violation of this article will result in an immediate fine of \$250.00. No warnings will be issued.

**13. Noise.** Tenant shall not play pianos, radios, TVs, stereos or other noise generating devices above a volume audible outside the Unit. Any time the Landlord receives a reasonable complaint by another tenant regarding noise produced by the Tenant that noise shall be considered to be in violation of this rule. Tenant shall reduce the volume until it does not disturb the complaining occupant.

**14. Alcoholic Beverages.** Tenant shall not permit kegs containing alcoholic beverages whether or not Tenant shall have obtained a permit from a government authority. Tenant shall not permit alcoholic beverages to be made available to minors or persons appearing to be

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intoxicated. Tenant shall not consume nor allow occupants, guests or invitees to consume alcoholic beverages in the Common Area. Beer kegs are not permitted at any time on any of our premises, with no exceptions. Landlord will assess a fine of \$250.00 per occurrence for any beer keg found on the premises. This fine will be enforced under all circumstances, regardless of whether or not the keg is empty or full.

**15. Smoking/Open Flames.** All units, unless written exception is granted, are non-smoking. No open flames such as candles, incense burners, etc. are permitted. Any violations will result in an immediate fine of \$250.00. No warnings will be issued.

**16. Pets.** Absolutely no live animals or birds of any description will be permitted under any circumstances. Management reserves the right to require removal of any pet. Any unauthorized pets located in a unit will need to be removed from the premises within 12 hours. A fine of \$250.00 will be assessed to the tenant per occurrence. Any damage to the apartment caused by the pet will also be the tenant's responsibility.

Tenant shall not allow any pets in the Unit, unless the pet is:

- a. Fish, kept in a properly maintained aquarium which is not subject to leakage or external condensation; or
- b. An animal which is necessary due to Tenant's medical condition or disability provided, however, Landlord gives written consent which may be conditioned on appropriate arrangements being made for the animal's care.

**17. Motor Vehicles, Parking Garages.**

a. Tenant shall park motorcycles only where indicated by Landlord and never on asphalt during warm days or on patios.

b. Parking permits will be issued for all parking lots that require restricted parking. Without the written consent of Landlord, Tenant shall not allow motor vehicles without permits to be parked on the lots associated with the unit.

c. Tenant shall not allow any of these vehicles to park or stand in a No Parking Area, even for loading or unloading. Damages caused by improper parking shall be assessed against the offending Tenant.

d. Tenant shall not allow any occupant of Tenant's unit, including Tenant to wash, repair or store any motor vehicle on the Premises.

e. Without the written consent of Landlord, Tenant shall not park or allow any occupant of Tenant's unit to

park a motor vehicle in the parking lots associated with the Unit which do not meet the following standards:

1. It is operable
2. It is currently licensed
3. It is a passenger vehicle no larger than an 8 passenger van
4. It is in safe condition
5. It is in presentable condition
6. It has a parking permit if required

**18. Occupancy Limits and Extra Person Charge.**

Only Tenant and Tenant's minor children may occupy the Unit. Occupancy shall be subject to state and local zoning and rental housing laws. Tenant shall not permit more persons to occupy the unit than allowed by law. Occupancy by any other person is prohibited, except with Landlord's written consent. Landlord reserves the right to: (a) limit the number of occupants and (b) charge a service fee for any unauthorized occupant. Provided the total occupancy shown, is allowed by law, the limits for Units are:

- Efficiency – 2 people
- 1 Bedroom – 2 people
- 2 Bedroom – 2 people
- 3 Bedroom – 3 people
- 4 Bedroom – 4 people

**Extra Person Charge:** There shall be a service fee of \$100.00 for each extra person for occupancy in excess of 2 people in a 2-bedroom Unit, 3 people in a 3-bedroom Unit, and 4 people in a 4-bedroom Unit.

**19. Access.** Landlord shall have the right, subject to Tenant's consent (which shall not be unreasonably withheld), to enter the Unit in order to inspect the Unit, make necessary or agreed repairs, decorations, alterations or improvement, supply necessary services, or show the unit to prospective purchasers, mortgagers, tenants, workmen or contractors. Landlord may enter the Unit without Tenant's consent in case of emergency. The term emergency shall include (a) a good faith belief by Landlord that Tenant has abandoned the Unit or is on an extended absence and has failed to notify Landlord or (b) any apparent violations of the Iowa Code, Agreement or Rules which presents a clear and present danger to other tenants. If responsible access is withheld, Tenant may be responsible for damages (i.e. property damage or vacancy loss). If Tenant fails to pay rent on time, Landlord may initially presume that Tenant has abandoned the Unit, and have the right of access to the unit to determine whether Tenant is still occupying it. Tenant acknowledges that Landlord may use surveillance cameras in the Building or Common Areas, which, at Landlord's discretion, may or may not be monitored or recorded.

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**20. Fixtures and Improvements.** Tenant shall make no structural alterations to the Unit or the Premises without Landlord's written consent, including but not limited to the changing of existing locks or addition of additional locks to doors or windows. Tenant shall not do, or permit to be done, any interior decoration or remodeling without Landlord's written consent. Interior decorating shall include, but not be limited to: painting; wallpapering; removal or replacement of doors, locks or windows; nailing, tacking, gluing, or taping anything to walls, floors, doors or ceilings. Reasonable use of small sized nails for wall hangings is permitted. Tenant will be charged for repair of excessive nail holes. Tenant shall leave the Unit upon termination of this Agreement and surrender to Landlord all original keys and any other fixtures attached to doors, windows or wood, an all alterations, additions or improvement made by Tenant, without any payment from Landlord. Tenant shall surrender possession of the Unit to Landlord in as good repair and condition as the same are now, or may hereafter be placed (except ordinary wear and tear, non-negligent damage by fire or the elements), at the expiration of this Agreement. Tenant shall pay for the re-keying of all locks upon termination of occupancy in the event (a) the termination is the result of the service of a Notice under Par. 4 above or of forcible entry and detainer action; (b) Tenant has permitted unauthorized persons to occupy the Unit; or (c) Tenant fails to return all of the original keys for the Unit.

**21. Cable TV, Telephone.** The Unit has at least one telephone and one cable TV outlet. No additional cable TV or telephone outlets shall be installed without Landlord's written approval. Any installations must meet the following conditions.

- a. It must be completed by a professional installer.
- b. Any alterations to the wall must be cosmetically attractive and structurally sound with no exposed wires on walls.
- c. The location of the outlet(s) must be approved by Landlord.
- d. Each additional telephone outlet shall be usable by subsequent tenants without having to pay for additional phone lines or modification of the outlets to allow all outlets to function on a single phone line.

Tenant shall be responsible for (a) any damage caused to the Unit due to installation or operations of the additional outlet(s); (b) all fees and charges of the telephone and cable TV company; (c) maintaining and repairing the telephone and cable TV lines, outlets and jacks as well as Tenant's telephones. Any additional

outlets shall become the property of the Landlord upon their installation and shall remain in the Unit upon termination of the Agreement without any compensation from Landlord. Landlord shall determine which cable TV company shall provide this service to the Unit.

**22. Landlord Maintenance.** Landlord shall:

- a. Comply with requirements of building and housing codes.
- b. Do all repairs. Keep Unit in a habitable condition.
- c. Keep Common Area in a clean, safe condition. Landlord shall not be liable for any injury caused by any objects or materials which belong to or which have been placed by a tenant in the Premises used by Tenant.
- d. Maintain in good, safe working order and condition all electrical, plumbing, sanitary heating, ventilating, air conditioning, and other facilities and appliances.
- e. Maintain receptacles and conveniences accessible to Tenant for central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy, and arrange for their removal.
- f. Supply running water and reasonable amounts of hot water at all times at Tenant's expense. Supply reasonable heat.
- g. Our maintenance personnel are required to replace filters on a regular schedule and it is important that access to this filter is provided at all times. For most efficient results the filter should be kept clean and free of lint and changed monthly. Keep all mechanical rooms free of objects due to fire codes. NOTE: A three foot minimum clearance away from furnace and water heater is required.

**23. General Tenant Maintenance.** Tenant shall:

- a. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- b. Keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit.
- c. Dispose from the Tenant's dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- d. Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the Premises.

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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. Act in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises.

h. Use decks and patios for appropriate patio/deck activities, not as a storage area. Nothing shall be hung or attached to the walls or ceiling of the deck or patio; this includes but is not limited to hanging plants, planters, swings, birdfeeders, wind chimes, clotheslines, decorations, etc.

### **24. Unit Maintenance by Tenant.** Tenant shall:

a. Plunge toilets, have drains cleaned when required, run exhaust fans when necessary, defrost freezer, use proper cleaning supplies, and upon vacating, hire a professional carpet service to professionally shampoo all carpets. A receipt for carpet cleaning must be shown at the time of inspection. Carpets must be cleaned prior to inspection; failure to do so will result in a service fee in addition to the cost of carpet cleaning. Tenant shall promptly report any leaking water, electrical or mechanical malfunctions observed in Unit and/or building. If Tenant does not report damages to Landlord, Tenant shall be liable for damage resulting from the failure to report.

b. Reasonably use electrical, plumbing, sanitary, heating, ventilation, air conditioning, other facilities and appliances.

c. Tenant shall not shut heat off during winter months nor set thermostat below 65 at any time.

d. Residents are responsible for replacing non-working light bulbs in all light fixtures of the apartment or town-home. (This includes outdoors and appliance light bulbs.) All light fixtures should have working light bulbs in them upon evacuation.

e. Residents are responsible for maintaining charged batteries in all battery operated smoke detectors located in the leased premises.

f. We must have a completed Renters' Inspection Worksheet in the office within 5 days of moving in or we will consider the apartment in satisfactory condition.

**25. Insurance.** Landlord strongly encourages Tenant to obtain renter's insurance coverage. Landlord does not carry insurance that covers Tenant's personal property, nor is Landlord an insurer of such personal property. Waterbeds or aquariums over 25 gallons are not allowed without adequate written proof of renter's insurance which specifically covers water beds or aquariums; this documentation must be provided to Landlord prior to having a waterbed or aquarium in the apartment.

**26. Fires and Casualty Damage.** If the Unit or Premises are damaged or destroyed by fire or other casualty to the extent that habitability of the Unit is substantially impaired, Tenant may (a) immediately vacate the Unit and notify the Landlord within 14 days of Tenant's intent to terminate this Agreement, in which case this Agreement shall be terminated as the date of the vacating, or (b) if continued occupancy is lawful vacate only that part of the Unit rendered uninhabitable by fire or casualty, in which case Tenant's liability for rent shall be reduced in proportion to the diminution in the Unit's fair rental value. If this Agreement shall terminate under the provisions of this paragraph Landlord shall return to Tenant prepaid rent and security deposit recoverable under the IURLTA. Accounting for rent in the event of termination of apportionment shall occur as of the date of the casualty. "Substantially impaired" shall mean that Tenant cannot safely occupy the Unit for a period in excess of seven days.

### **27. Use, Absences Abandonment.**

a. Use. Unless otherwise agreed in writing, Tenant shall occupy the Unit as a residential apartment, not as a place of business or for illegal use.

b. Extended Absences. Tenant shall notify Landlord of any anticipated extended absences (14 days or more) from the Unit not later than the first day of the extended absences. Failure to do so may result in Landlord seeking damages or treating the absence as abandonment. It shall be presumed Tenant has abandoned the Unit if an absence lasts longer than 21 days without notice to the Landlord.

c. Failure to Occupy, Pay Rent. If Tenant fails to pay first month's rent when due or occupy the Unit within 3 days of the first day of the term of this Agreement, Landlord may elect to treat Tenant's failure to pay rent or occupy the Unit as an abandonment.

d. Landlord Obligation. If Tenant abandons the Unit, Landlord will make reasonable efforts to rent it at a fair rent. However, Landlord will not be deemed to have accepted any abandonment as a surrender unless written notice of an election to do so is given to Tenant. Acceptance of keys to the Unit does not constitute an acceptance of any abandonment.

e. Abandoned Personal Property. If Tenant abandons items of personal property of an apparent actual cash value of \$200 or more in or about the Unit, Landlord's obligation with respect to such property shall be limited to (1) the obligation to protect it from injury if removed by Landlord and (2) if possible, to give Tenant notice that such property will be disposed of by sale or otherwise if Tenant fails to claim it within 30 days of giving the notice, or within 30 days of abandonment.

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Proceeds from the sale are treated as security deposit and are subject to paragraph 4 above, provided the 30 day period allowed by statute shall run from the date of sale. If Landlord makes a reasonable determination that the actual cash value of the items or personal property is less than \$200, Landlord may dispose of the items of personal property as Landlord sees fit.

**28. Present and Continuing Habitability.** Tenant has inspected the Unit, and acknowledges it is in reasonable and acceptable condition of habitability for Tenant's intended use, and that the rent agreed upon is fair and reasonable in this community for the Unit in its condition. If conditions change, then Tenant shall promptly give notice to Landlord. Tenant acknowledges that the Unit is part of a building that has other units in it, so that from time to time the environment of the Unit may be affected by the actions of other tenants. Tenant agrees that so long as that effect is reasonable under the circumstances, that the Unit shall be deemed in a habitable condition.

**29. Assignment and Termination.**

A. Prohibition of Assignment and Termination. Tenant shall not assign or sublease this Agreement or any part of their interest without Landlord's prior written consent. The term "assignment" means a transfer of the Tenant's interest in the Agreement for the remainder of the term. The term "sublease" means the transfer of less than the remainder of the term.

B. Assignment. Landlord may, under certain conditions, agree to allow assignment of Tenant's interest. The conditions are as follows:

1. Tenant is current on Tenant's rent and is otherwise in full compliance with the Agreement.
2. Tenant pays Landlord a non-refundable fee of \$75.00 for partial (1 tenant) or \$150.00 for complete (all tenants) sublease.
3. A replacement Tenant is found for the Unit who:
  - a. Executes a new Dwelling Rental Agreement (the New Agreement) for a term of not less than six months;
  - b. Pays the security deposit required under the New Agreement;
  - c. Takes possession of the Unit and
  - d. Pays the first month's rent required by the New Agreement.

C. Cancellation. Landlord may under certain conditions agree to cancel the Agreement thereby releasing the Tenant from further liability. The conditions are as follows:

1. The Tenant must request cancellation;
2. The cancellation fee will be quoted in writing to the Tenant; and
3. The fee quoted will be determined by the move out date, rental market at the time and availability of similar units at the time.

D. Continuing Liability. Until Tenant receives notice in writing that the conditions stated in 29.A and 29.B. have been met. Tenant shall remain liable under the terms of this Agreement and shall continue to be liable for rent, utilities, cleaning and any other obligations under this Agreement.

E. Security Deposit. When Tenant is released, Tenant's security deposit remaining balance, less any applicable fees, shall be refunded, post-marked no later than 30 days past check-out date.

F. Time to Vacate Unit. If Tenant fails to vacate the Unit by noon on the day before the New Tenant is to take occupancy, Tenant shall be considered a holdover and will be held responsible for damages under the Iowa Code.

G. Not a Novation. Tenant agrees that unless Tenant is released as provided above, the New Agreement executed by the New Tenant shall not constitute a novation, but shall be treated as an assignment and Tenant shall be deemed to have executed such New Agreement as part of the assignment.

**30. Assignment by Landlord.** Landlord reserves right to assign its interest in this Agreement, and any sums received or to be received. This Agreement may be terminated by Landlord in the event of the sale of Premises, or if the Premises must be altered or razed by giving Tenant 30 days written notice. The termination time and yielding of possession shall be specified in the notice.

**31. Holdover.** If Tenant remains in possession without Landlord's written consent after expiration of the term of this Agreement or its termination, Landlord may bring an action for possession. If Tenant holds over, the Landlord may also be entitled to recover the actual damages sustained by the Landlord, double rent per IURLTA, and reasonable attorney's fees allowed by court.

**32. Local Ordinances.** If local ordinances require display of any local letters of compliance or certificates issued by the local governing bodies to the Tenant, Tenant acknowledges that Landlord has displayed such to Tenant.

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**33. Service Fee.** When a Tenant is in violation of this Agreement, including the violation of a Rule, it shall be considered a material noncompliance with the terms of the Agreement and applicable service fees will be charged. In addition, Tenant may be responsible for any damages caused by the violation. The service fee, and additional charges for damages when applicable, will be charged to the rent account and be treated as provided above. Tenant shall pay the service fee within 10 days of receiving written notice of the service fee. All service fees charged by Landlord for bookkeeping and staff time both to obtain proper payment and to resolve violations. The service fees are provided in this Agreement shall be as follows:

- a. Failure to put utilities in Tenant's name: \$25 plus any applicable utilities charges.
- b. Unauthorized occupant: \$100
- c. Extra Person Charge: \$100
- d. Lockouts: \$100 after business hours each time
- e. Lost key: \$25 for each mailbox and conventional entry key replacement and \$100 for each electronic key replacement.
- f. Recycling Violation: \$25 for each violation, plus any costs or fines assessed to Landlord.
- g. Carpet Cleaning Coordination: \$35
- h. Violations of Any of the Paragraphs listed in this agreement: \$25 per violation.

Tenant agrees that this schedule of fees for violations is reasonable in light of the estimated costs to Landlord of dealing with the violations and the desire for certainty between the parties.

**34. Mortgage Conditions.** Tenant acknowledges that owner may have mortgaged the Premises to a lender, which lender has imposed certain conditions upon Agreement for lease of Unit in the mortgaged Premises. In order to comply with those conditions, Landlord has included the following provisions, which Tenant agrees to comply:

- a. Inspection. Tenant agrees to allow representatives of the lender to inspect the Unit, subject to the provisions of Par. 10 above.
- b. Estoppel Certificates. If required, Tenant agrees to execute, in form and substance acceptable to the Lender, an estoppel certificate, which acknowledges that the rights of the Tenant under this Agreement are subordinate to those of the mortgagee (Lender).
- c. Information. If required, Tenant agrees to provide information concerning the conditions of the Unit, the terms to this Agreement, and other such reasonable information concerning the Landlord-Tenant relationship as requested by Lender.

d. Subordination. Tenant agrees that this Agreement shall be subordinate to the provisions of the loan documents executed by the owner with respect to the mortgagee and to any subsequent mortgages or security interest granted by owner in the Premises.

e. Move in Procedures. Moving of furniture to and from the building must be scheduled during reasonable hours.

**35. Checkout Appointment.** At least ten days prior to the end of the term of the Agreement, Tenant agrees to schedule a checkout appointment before the termination time of this Agreement. Tenant will receive guidelines from the Landlord concerning carpet and cleaning checkout. All carpets must be professionally extracted. A dated receipt is to be available at checkout. Do-it-yourself methods (e.g. "Rug-Doctor"), and professional bonnett cleaning, are not permitted. All utilities contracted by Tenant must remain turned on and in Tenant's name through the end of the term of this Agreement. When moving out, please notify the management as to the date of moving. Repair all nail holes with spackle paste and clean unit before leaving. The keys need to be returned to the Real Estate Service Group office before vacating. Close all windows and drapes before locking all doors. The refrigerator should be turned "off" and defrosted. After cleaning the refrigerator, prop the freezer and refrigerator door so they will remain open. See also items #19 and #23.

**36. Clear and Present Danger.** Tenant shall not create or maintain or permit Tenant's guests, invitees or minor children to create or maintain a threat constituting a clear and present danger to the health or safety of other tenants, the Landlord, or Landlord's employee or agent or any other person within 1000 feet of the Premises. If Tenant violates this provision then Landlord, after a single three day's written notice of termination and notice to quit, may file suit against Tenant for recovery of possession. A clear and present danger shall include, but not be limited to the following grounds:

- a. Physical assault or the threat of physical assault.
- b. Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
- c. Possession of a controlled substance unless the controlled substance was obtained directly from a pursuant to a valid prescription or order by a licensed medical practitioner's professional practice. This paragraph applies to any other person on the Premises with the consent of the Tenant, but only if the Tenant knew of the possession by the other person of a controlled substance.

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d. Tenant's refusal to obey a valid order of any enforcement official.

e. Tenant's receipt of more than two municipal infraction citations for violations of city ordinances relating to rental housing in six months.

**37. Guests and Invitees.** Tenant shall be responsible for the actions of or damage done by Tenant's guests, invitees and minor children as these actions relate to the terms and rules of this Agreement.

**38. PHA Agreement.** If this Agreement is written in conjunction with a Public Housing Authority (PHA) Agreement, Landlord is relying upon PHA assistance to meet Tenant's financial obligations. Therefore, if PHA assistance is terminated for any reason, Landlord shall have the right to give Tenant notice of termination of the Agreement effective either the date of PHA assistance termination, or at the Landlord's discretion at least 30 days later to end the last day of the month stated in the notice. In the event Landlord elects not to give notice, Tenant agrees the term of this agreement shall be converted to a month-to-month tenancy, effective the date Landlord receives notice of the PHA assistance termination.

**39. Notices.** Any notice for which provision is made to this Agreement shall be in writing and may be given by either party. Landlord or Tenant, to the other in addition to any other manner provided by law in any of the following ways: (a) personal delivery, (b) service in the manner provided by law for the service of original notice, or (c) sending the Notice by certified or restricted mail to the last known address of the party being served. The place for the payment for rent as provided in Par. 2 shall be the place designated by Landlord for receipt of any such notice.

**40. Construction, Entire Agreement.**

a. Word/phases shall be written in singular or plural number, and masculine, feminine or neuter gender, according to the context.

b. This Agreement, Tenant's Application and any document signed by the parties including any application for consent to assign or sublet constitute the entire agreement between the parties; and no statement representation or promise with reference to this Agreement and any repairs, alterations or improvements, or any changes in the term of this Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant. This Agreement is valid if signed in counterparts in the event Tenant, Co-Tenants, or Guarantors sign separate copies from that

which Landlord executes. A faxed copy containing a signature, which was original before being faxed may serve as an original of this Agreement.

**41. Disclosure of Information.** It is Landlord's normal policy not to disclose information regarding tenants, however, Landlord provides no assurance of confidentiality. It is possible that such information may be disclosed because of inadvertence, but not in bad faith. Information may be released to individuals with whom we have a business relationship. (i.e., lenders, buyers, vendors, utility companies, government authorities, police, etc.) Tenant specifically authorized Landlord to release information relating Tenant occupancy to other landlords or creditors.

**42. Zero Tolerance to Drugs.** Landlord does not allow any drugs or drug paraphernalia to be used or possessed at any of its properties. Tenant acknowledges that Landlord intends to cooperate with governmental authorities, including the police, by informing these authorities if Landlord has reasonable grounds to believe that Tenant is engaged in illegal activities on the property. If Tenant, Tenant's guests or invitees are found in possession of drugs or drug paraphernalia, Landlord will serve Tenant a 3-day notice to quit and to terminate pursuant to Iowa Code 562A.27A and pursue the remedies provided by law to terminate the Tenant's occupancy.

**43. Entrances, Exits, Common Area.** Tenant shall not:

a. Block or permit to be blocked entrances or exits, whether in person or by placing or leaving personal property.

b. Misuse or permit occupants, invitees or guests to misuse the Premises.

c. Use or permit to be used toys, bicycles, skates, roller blades, grills or other personal property in the Common Area, except for riding bicycles to and from the bicycle racks.

d. Leave personal property in the Common Area. Landlord shall have the right to remove any such unattended personal property to a storage area and hold it there for retrieval by tenants. Landlord shall sell any personal property in the storage, which remains unclaimed after 60 days, and the proceeds used for Common Area operating expenses.

e. Attach or display signs, notices or ads on the Premises.

f. Smoke in the Common Area.

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g. Use extension or running cords in outdoor outlets, between rooms within the unit, or from inside the Unit to the outside.

h. Use satellite dishes or exterior antenna systems without written consent from Landlord.

i. Attach or use Christmas or other types of lights outside the Unit.

j. Use or store ember producing grills on decks or any closer than 25 feet from a building on the Premises. Such grills when completely cool may be stored on decks.

k. Use a gas grill in an unsafe manner, including leaving it unattended while operating. Using such a grill in violation of law shall be deemed an unsafe manner.

l. Use the pool, if any, associated with the Unit in violation of the rules for the pool established from time to time by Landlord. In addition to any notice served for violation of this rule. Landlord may also prohibit Tenant or Tenant's dependents, guests or invitees from using the pool.

m. Laundry Rooms. Coin-operated washers and dryers are located in some buildings. Please remove clothing promptly. Do not use tints or dyes. Do not overload any machine. Please report any malfunction of these machines to Real Estate Service Group.

n. Garbage Containers. Please help keep the premises clean by using the garbage cans or dumpster at each building. It is imperative that all trash be wrapped or put in bags and placed in the refuse containers and the cover firmly affixed. Trash must not be left in the halls at any time. In line with a continuing program of beautification and landscaping of the landscaping of the property, cooperation in keeping lawns free of litter, parked bicycles and other equipment is requested.

o. Children. Children are not permitted to play in the halls, stairways, parking areas or anywhere in or around the building where they may endanger themselves or unnecessarily disturb residents. Organized games or sports are prohibited on the lawns, sidewalks, etc. Designated play areas must be used. Children of working parents must be adequately supervised by someone designated by the parents, and to be provided with means of access to their apartments at all times. It is of the utmost importance that children be supervised and that they do not present a disciplinary problem to the Management.

**44. Washers, Dryers and Other Appliances.** Tenant shall not install a washer, dryer, air conditioner, freezer or other electrical appliance that uses significant amounts of electricity without Landlord's written consent. If consent is given but wiring proves inadequate to handle the load, then consent shall be

deemed withdrawn. In the event, such an appliance is permitted and the Unit is subject to a guarantee with respect to the cost of utilities, then Tenant agrees that the guarantee shall be modified by Landlord and Tenant to reflect the increased cost.

**45. Windows.** Tenant shall:

a. Not cover windows with plastic unless it is 3M shrink plastic.

b. Not use adhesive tape or nails in any way on windows.

c. Not rest items on outer windowsills or deck ledges.

d. Cover windows with proper window treatments, not blankets, sheets, aluminum foil or the like.

e. Not hang or shake tablecloths, dust cloths, towels, curtains, rugs, carpets or clothing from any window, door or balcony.

f. Use window quilts or blinds properly and notify Landlord if window quilts or blinds fail to work properly.

g. Not close a window quilt while the window it covers is open.

h. Not hang clothes or plants from a valance or in the deck or balcony area.

**46. Pests.** Tenant shall be responsible for pest control costs when pests are (a) found only in the Unit and not adjoining units or (b) discovered to result from Tenant's activities. Landlord shall be responsible for the cost of pest control where treatment is required for multiple units. Tenant agrees to cooperate with pest extermination attempts by allowing access to the Unit by exterminators and following instructions of the exterminator or Landlord to allow proper treatment of the Unit. Following instructions shall include moving or removing furniture and other personal property to allow proper treatment for pests.

**47. Recycling.** Tenant has been advised of any laws, which make recycling mandatory for the Premises in which the Unit is located. Tenant agrees to cooperate with rules established by Landlord to comply with these laws, and specifically agrees to refrain from placing garbage or permitting garbage to be placed in recycling containers.

**48. Christmas Trees.**

a. Tenant shall not place or permit any occupant, guest or invitee of the Unit to place upholstered furniture or other indoor furniture anywhere on the Premises other than in the Unit.

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- b. Tenant shall not permit any kerosene heaters, kerosene lamps or petroleum powered vehicles or machines, in the Unit.
- c. Tenant shall not allow live Christmas trees in the Unit.

**49. Bicycles.** Bicycle racks are provided for tenants and must be used for bicycle parking. Bicycles may not be ridden in the Common Area except on areas paved for motor vehicles.

**50. Solicitors.** Door-to-door soliciting is not permitted without written consent of the Management, in which case, the solicitor will carry a card of authorization signed by the Management. Residents are requested to notify the Management if solicitors appear in the building.

**51. Cleaning and Replacement Fees – Average Rates\*.** At the end of the lease, the following charges will be deducted from the tenant’s deposit for each of the following items that do not meet the condition of that item at check-in time.

**CLEANING:**

**Kitchen:**

Refrigerator	\$35.00
Oven	\$35.00
Stove	\$35.00
Range Hood	\$15.00
Dishwasher	\$15.00
Sinks	\$25.00
Countertops	\$25.00
Inside Cabinets	\$25.00
Outside Cabinets	\$25.00
Wash Kitchen	\$50.00
Wash All Others	\$35.00/room

**Bathroom:**

Sink	\$10.00
Toilet	\$25.00
Shower/Bathtub	\$25.00

**Woodwork:** \$25.00

**Doors:**

Interior	\$25.00
Entry & Casing	\$50.00

**Windows:**

Glass	\$15.00/window
Screens/Blinds	\$10.00/window

**Fireplaces:** \$25.00

**Floors:**

Mop Kitchen	\$35.00
Mop Bathroom	\$15.00

Mop Entryway	\$15.00
Vacuum	\$10.00/room
Carpet Cleaned	Bill Amount
(Plus \$35 setup fee to clean carpet)	
Utility Closet	\$15.00
Light Fixtures	\$10.00/room
Trash Removal	\$25.00/bag

**REPLACEMENTS:**

Shower Curtain Rod	\$15.00 ea.
Towel/ Toilet Paper Fixture	\$20.00 ea.
Mirror	\$80.00 ea.
Fire Extinguisher	\$30.00 ea.
Light Bulbs	\$5.00/bulb
Globes	\$15.00 ea.
Mail Box Key	\$25.00 ea.
Conventional Entry Key	\$25.00 ea.
Electronic Entry Key	\$100.00 ea.
Parking Tags	\$10.00 ea.
Burner Liner	\$6.00 ea.
Smooth Surface Stove Top	\$350.00ea.
Cable Modem	\$250.00ea.
Door	\$250.00 ea.
Screen & Frame	\$80.00 ea.
Thermostat	\$60.00 ea.
Smoke Detector	\$35.00 ea.
Smoke Detector Battery	\$5.00 ea.
Door Knob	\$35.00 ea.
Mini Blinds	\$30.00 ea.
Vertical Blinds	\$65.00 ea.
New Lock	\$100.00 ea.

\*These prices are subject to change annually to reflect cost changes.

**REPAIRS:**

Slow/plugged drain	\$45.00
Plugged Garbage disposal	\$45.00
Screen	\$30.00

**Walls:**

Large Holes	\$75.00/hole
Nail Holes	\$15.00
Touch Up Paint	\$25.00
Paint Whole Wall	\$50.00/wall

**LOCK OUT FEE:**

\$100.00