



**Real Estate Service Group, Inc.**  
2519 Chamberlain Suite 101  
Ames, IA 50014  
515.268.5485

## DWELLING UNIT RENTAL AGREEMENT

It is agreed \_\_\_\_\_, 201\_\_ between Real Estate Service Group as authorized agent for owner (referred to as Landlord), and \_\_\_\_\_ (referred to as Tenant) that Landlord lets to Tenant(s), and Tenant(s) lease from Landlord the Following Dwelling Unit (the Unit): \_\_\_\_\_.

### 1. TERM

**OPTION A:** The initial term of this Rental Agreement shall be from 5 p.m. on \_\_\_\_\_, 201\_\_ to 10 a.m. on \_\_\_\_\_, 201\_\_. The term shall be automatically extended from month to month (referred to as an extended term) unless terminated by either party giving a written notice to the other no later than noon on the last day of the month preceding the ending month of the term.

**OPTION B (Early Occupancy):** The initial term of this Agreement shall be from 5 p.m. on \_\_\_\_\_, 201\_\_ to \_\_\_\_\_, 201\_\_. (Check-out may be as early as 7 a.m.). Early occupancy term indicates tenant's choice to move into the unit as soon as 5 p.m. on the day that the previous tenants have vacated without waiting for painting and cleaning crews to work. Tenant agrees to accept the unit "as-is." Maintenance or carpet cleaning may still be requested and scheduled as needed.

### 2. RENT.

- a. Amount, Payment Date. Tenant agrees to pay Landlord as rent for initial and any extended term. \$\_\_\_\_\_ on \_\_\_\_\_, 201\_\_, and \$\_\_\_\_\_ on the first day of each month thereafter: with the exception that if the Agreement 201\_\_ start date is later than the 20<sup>th</sup> of the month, the Tenant will pay the partial and one full month's rent prior to occupancy of the Unit. Rent shall also include (a) any Extra Person Charge under Par. 12 below; (b) any utilities for which Tenant is responsible but which Landlord has paid; (c) any other charges or fees due under this Agreement.
- b. Form and place of payment. All tenant payments will be paid to **Real Estate Service Group** (Landlord), will be placed in one envelope with the dwelling unit address clearly written on the front. Place of payment will be \_\_\_\_\_ or such other address as Landlord may direct, No Later Than the Dates Provided Above. Tenant must pay rent by personal check, cashier's check, money order or cash or electronic options. Landlord may require all Tenants to pay rent by cashier's check or money order if: (a) any checks tendered for payment of rent are dishonored more than once in a six month period or (b) rent is ever paid more than three days late.
- c. Dishonor of Check, Application of Payment. If Tenant's check is dishonored, Landlord will assess Tenant the maximum surcharge allowed by Iowa law in addition to any late fees provided below. Rent received shall be applied by Landlord first, to any late payment fee; second, to any dishonored check surcharge; third, to fees charged to Tenant due to any breach of the Agreement or the Rules; fourth, to any Extra Person Charges; fifth, to utilities, garage and storage unit charges; and sixth, to rent.

**3. LATE PAYMENT OF RENT.** Under the Iowa Uniform Residential Landlord and Tenant Act (IURLTA), if any payment is received after the payment due date in any month, Landlord will charge a late payment fee of \$10 per day for each of the first four days the rent is late.

**4. NONPAYMENT OF RENT.** If rent is unpaid when due and continues to be unpaid for three days after Tenant receives a Notice to Cure and to Quit then Landlord may pursue the remedies provided under the IURLTA. If rent is paid with a dishonored check after Tenant receives a 3 day notice, Landlord may still proceed under the IURLTA as if the dishonored check were never tendered. A dishonored check will be assess a \$35.00 fee. In addition, Landlord may proceed under Iowa law, which under certain conditions allows recovery of triple the amount of a dishonored check, up to \$500, plus the amount of the check. Real Estate Service will assess court costs plus \$200.00 fee if a Cure & Quit notice is filed. Replacement of dishonored checks must be made by cashier's check or money order. Tenant shall remain liable for payment of rent even after termination of the tenancy of Tenant (whether for nonpayment of rent or any other term of this Agreement).

**5. SECURITY DEPOSIT.** When Tenant signs this Agreement, Tenant shall pay Landlord \$\_\_\_\_\_ as security deposit pursuant to the IURLTA. Even if the security deposit comprises partial payments from more than one Tenant, Landlord shall be entitled to treat the sum as a single deposit.

**6. UTILITIES, SERVICES, GARAGES, AND STORAGE UNITS.** Tenant acknowledges that Landlord has explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, beside those paid by Tenant directly to the utility company. Tenant is responsible to have utilities in Tenant's name for the entire term, even if Tenant

