

DWELLING UNIT RENTAL AGREEMENT
HORIZON PROPERTIES
FOR USE AS A SAMPLE ONLY

IT IS AGREED, «Date», by and between Horizon Properties, Landlord, and «TenantsNames», Tenant, that Landlord hereby lets to Tenant, and hereby leases from Landlord, the following described premises situated in Story County, Iowa, to-wit: **Apartment #«AptNo»** in the apartment building locally known as _____ APARTMENTS, herein referred to as the “dwelling unit,” in consideration of the mutual promises of the parties herein, and upon the following terms, provisions, and conditions:

TERM. The duration of this Rental Agreement shall be from **12:00 noon «LeaseBegins» to and including 12:00 noon on «LeaseEnds».**

RENT. Tenant agrees to pay to Landlord, as rental for said term, as follows: **\$«Rent» per month** (check or money order only made payable to **HORIZON PROPERTIES**). The first payment of \$«RentDue» becoming due upon «Date1stRentDue», and the full month’s rent of \$«RentDue» on the **FIRST** day of each month thereafter during the term of this lease. If rent is received after that date in any month, Landlord may elect to charge a late fee of \$10.00 per day, not to exceed \$40.00 per month. If not received by the fifth of the month, Landlord may elect to serve tenant with a notice to pay rent or vacate. All rent should be deposited in the Rent Box located inside the apartment building. There will be a \$15.00 charge on all returned checks. 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.

DEPOSIT SECURITY. At the time of execution of this Rental Agreement, Tenant(s) shall pay to the Landlord in trust the total sum of \$«Deposit» (not to exceed two month’s rent) to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord Tenant Act. Even if the deposit comprises partial payment from several tenants, Landlord shall be entitled to treat the sum as a single deposit. The security deposit is **NOT** to be used by the tenant as last month’s rent and will be refunded within 30 days of the termination of this lease or receipt of forwarding address, whichever comes last. Tenant(s) hereby agree that the Landlord has the right to retain that portion of the security deposit that may be necessary to cover cleaning, damages, unpaid rent, outstanding utility bills, or other amounts owed to the Landlord. The Landlord has the right to bill the Tenant(s) for charges not covered by the security deposit.

KEYS. Upon execution of this Rental Agreement, one set of key(s) will be issued to each person whose name appears on the lease. Mailbox keys are issued one per apartment. All keys are to be returned at the time of “final inspection.” \$25.00 shall be withheld from the security deposit to cover the expense of re-keying the lock upon tenants moving out.

USE-ABSENCES. Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence. An absence shall be considered “extended” if it is longer than 14 days.

UTILITIES & SERVICES. Utilities and services shall be paid for by the following party:

Landlord Pays - Gas Water & Sewer Garbage Snow Removal Lawn Care Wireless Internet Cable TV
Tenant Pays - Electricity

UTILITY RATES. Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord’s behalf, has fully explained to Tenant the Utility rate, charges, and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

MANAGER. Mark & Loree Hanson or Melissa Arneson, are the persons designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

MAINTENANCE BY LANDLORD. Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.
- (c) Keep all common areas of the premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a tenant in the common areas of the premises used by the Tenant.
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.
- (e) Provide and maintain appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit.
- (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so

constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied direct utility connection.

MAINTENANCE BY TENANT. 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 dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner. Garbage should not be placed in hallway awaiting disposal.
- (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.
- (f) Not deliberately or negligently destroy, deface, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

ACCESS. Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. 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.

SALE. Landlord reserves the right to assign his interest in this lease, and any sums received hereunder, on sale or lease of the apartment building. This lease may be terminated by giving Tenants 30 day written notice in event of sale, or if possession is required for removing the building or buildings or materially altering or improving them. Time of termination and yielding of possession by Tenants shall be at the end of such period so designated in the notice.

NONPAYMENT OF RENT. In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay within three (3) days after notice by Landlord of nonpayment and the Landlord's intention is to terminate this Rental Agreement if the rent is not paid within that period of time, then landlord may give Tenant a 3-day Notice to Quit. Delinquent account may be turned over for collection, Tenant to pay collection charges.

NONCOMPLIANCE BY TENANT. If there is material noncompliance by Tenant with the Rental Agreement or a noncompliance affecting health and safety, landlord may deliver a written notice to Tenant specifying the acts and omissions constituting the breach and that the Rental Agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days, and the Rental Agreement shall terminate as provided in the notice subject to the provisions of this section. If the breach is remediable by repairs or the payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, the Rental Agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance for which notice was given recurs within six months, Landlord may terminate the Rental Agreement upon at least fourteen days' written notice specifying the breach and the date of termination of the Rental Agreement.

FAILURE TO MAINTAIN. If there is noncompliance by the Tenant with Maintenance by Tenant, materially affecting health and safety that can be remedied by repair or replacement of a damaged item, or cleaning, and the Tenant fails to comply as promptly as conditions require in case of emergency or within fourteen days after written notice by the Landlord specifying the breach and requiring that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value of it as rent on the next date when periodic rent is due, or if the Rental Agreement has terminated, for immediate repayment.

ABANDONMENT. If Tenant abandons the dwelling unit, Landlord will make reasonable efforts to rent it at a fair rental. 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 dwelling unit shall not constitute an acceptance of any abandonment. In the event Tenant abandons personal property in or about the dwelling unit, Landlord's obligation with respect to such property shall be limited to the obligation to protect it from injury if removed by Landlord from the dwelling unit. Tenant acknowledges that such property will be disposed of by sale or otherwise if Tenant fails to claim it within 30 days. The storage charge for claimed items shall be at the rate of \$1.00 per day, with a minimum charge of \$12.00.

HOLDOVER. If Tenant remains in possession without Landlord's consent after expiration of the term of the Rental Agreement or its termination, Landlord may bring an action for possession and if Tenant's holdover is willful and not in good faith

Landlord, in addition, may recover the actual damages sustained by the Landlord and reasonable attorney's fees. No consent under this paragraph shall be valid unless it is in writing and signed by Landlord.

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

NOTICES. Any notice, for which provision is made in this Rental Agreement shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (i) by personal delivery, (ii) by service in the manner provided by law for the service of original notice, or (iii) by sending said Notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place for the payment of rental, as provided in Paragraph RENT above, shall be the place designated by landlord for the receipt of any such notice; and unless otherwise provided herein. Landlord shall receive and receipt for all notices and demands upon the owner of the premises.

FIXTURES AND IMPROVEMENTS. Tenants shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, all locks and all other fixtures attached to doors, windows, or woodwork, and all alteration, additions, or improvements made by Tenant, without any payment therefore. Tenant shall surrender possession of said premises to the Landlord in as good repair and condition as the same are now, or may hereafter be placed (ordinary wear and tear, non-negligent damage by fire or the elements excepted) at the expiration of this lease without notice to quit. Tenants shall NOT do, or cause to be done, any interior decorating or remodeling unless Landlord consents in writing. Interior decorating shall include, but no be limited to, painting, wallpapering, removal or replacement of doors, locks, or windows, nailing, tacking, gluing, or taping anything to the floors. No locks may be changed or additional locks added to any door without the consent of the Landlord.

FIRE OR CASUALTY DAMAGE. If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify the Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling unit rendered unusable by the fire and casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

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

LETTER OF COMPLIANCE. Tenant acknowledges that Landlord has displayed the Letter of Compliance for the premises being rented and given Tenant an opportunity to read it.

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 promises with reference of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

RULES. All existing rules concerning the Tenant's use and occupancy of the premises are listed as an attachment. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises. All rules are a part of this Rental Agreement.

Manager Date

«Tenant1» Date

«Tenant2» Date

«Tenant3» Date