

RENTAL AGREEMENT/LEASE

This agreement is entered into this _____ day of _____, 20____ by and between HILO Management here-in called "Landlord," and _____, _____, here-in called "Tenant."

Landlord agrees to rent to Tenant the real property located at 1100 Oakcrest Street, Apt _____, Iowa City, IA 52241, commencing on the _____ day of _____, 20____ and continuing monthly thereafter until the _____ day of _____, 20____ at which time this agreement is terminated. Landlord rents the premises to Tenant on the following terms and conditions:

1. Rent

Tenant agrees to pay Landlord as base rent the sum of \$_____ per month, due and payable monthly in advance on the first day of each month during the term of this agreement. Rent shall be paid without demand or notice.

Monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Rent shall be made payable to HILO Management and be dropped in the deposit box inside the residence building or sent by mail to Landlord's address:

HILO Management, 2181 Brown Deer Rd, Coralville, IA 52241 .

Rent lost in the mail or in the deposit box will be treated as if unpaid until received by Landlord. If there is more than one tenant, then all tenants will contribute equally in the payment of rent, and only one single payment will be accepted. If any Tenant withdraws from the lease, for any reason, the remaining Tenants will be responsible for making up the difference in the rent.

Late fee of \$25.00 will be charged if the rent is not received by 5:00PM on the fifth day of the month. There will be a \$35.00 charge for any returned check.

If the rent has not been received within ten days after written notice by Landlord of nonpayment, Landlord may terminate this Rental Agreement.

Tenants hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

2. Security Deposit

The Tenant has deposited with, and the Landlord acknowledges receipt of, \$_____ as a Security Deposit. This Security Deposit is to guarantee the return of the premises to the Landlord in the same or better condition as when accepted by the Tenant, reasonable wear excepted, and to satisfy any obligations of the Tenant unfulfilled at the termination of this Rental Agreement, as specified herein. The Security Deposit must be paid in full prior to Tenant's moving into premises.

If any provision of this Rental Agreement is violated, the Security Deposit is forfeited. The Security Deposit is to indemnify the Landlord against damage and/or loss of value as a result of the Tenant's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Tenant as payment of any rent due the Landlord. Should the Tenant be responsible for damage and/or loss of value to the premises greater than the value of the Security Deposit, the Tenant hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage and/or loss.

Landlord shall return the balance of said Security Deposit, if any, to the Tenant at the Tenant's forwarding address, upon vacating, return of keys to the Landlord and termination of this

contract according to other terms herein agreed. The deposit will be returned within thirty days after the Tenant vacates the premises, along with an itemized statement as to the deductions, if any, from said Security Deposit.

3. Utilities

Tenant agrees to make arrangement for connection of, and service for, the following utilities: Gas/Electric, Water, Cable, and Telephone. Tenant agrees to pay for all rates, charges and services directly to each applicable utility company. Tenant will transfer utilities for which Tenant is responsible under the lease to Tenant's account prior to occupancy.

Tenant will dispose of all ashes, rubbish, garbage, and other waste in the garbage dumpster outside the building. If Tenant's trash is found anywhere other than the dumpster, Tenant will be issued a \$15.00 fine for each infraction. Tenant agrees to pay for any cost incurred for damages to the rental premises arising out of any act of Tenant or Tenant's visitors, or relating to, Tenant's failure to immediately report any dripping faucet or running toilet.

4. Appliances

The house/apartment is rented with the following appliances: electric range, refrigerator, microwave oven, and dish washer.

All appliances included in the rental property are the sole responsibility of the Tenant for upkeep. The Landlord will not be responsible for the upkeep of these appliances and does not warrant the condition of these appliances. The above rental payment specifically EXCLUDES any other appliances. Such appliances as are in the property are there solely at the convenience of the Landlord, who assumes no responsibility for their operation. Landlord agrees to remove appliances at the request of the Tenant. Any personal property remaining on the premises may be used by Tenant, however, Tenant assumes sole responsibility to keep said personal property in working and/or operating condition, and agrees to return said personal property to the Landlord at the termination of this Rental Agreement in the same or better condition, reasonable wear excepted.

5. Guests

No guests shall be staying in the premises for more than a week without the permission of the Landlord.

(a) Additional charge for guest tenant(s), if staying in the apartment for more than a week, are \$2/day/person for the first 45 days, and \$5/day/person thereafter.

(b) Tenants must inform the Landlord in advance about the arriving date of the guest tenants. Guest tenants should not staying in the apartment for more than 90 days.

By no means may Tenant allow any additional person to occupy premise beyond limit proposed by the law. Tenant agrees to assume all responsibility for actions taken by any person entering the property.

6. Pets and Pest Control

No pet except cats shall be brought onto the premises (even temporarily) without the written permission of the Landlord. If a cat has been in the premises at any time during the Tenant's occupancy (with the Landlord's consent), a charge of \$20/month/cat will be made for removal of fleas, deodorizing, and/or shampooing, and/or damages may caused by the pet. Any animal on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

Tenant is responsible for any ongoing pest control service, if Tenant desires such a service. Landlord is not responsible for any damage done to Tenant's person, or property by such pests, or to the person or property of Tenant's family or any other persons on the premises.

7. Repair Policy

The Tenant shall use customary diligence in care of the premises. The Tenant is encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the Tenant, at the sole responsibility of the Tenant. Any and all repairs made at the direction of the Tenant shall be done by a competent professional, or by the Tenant providing that the Tenant is capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than fifty dollars (\$100) must receive permission of the Landlord prior to being made. Under no circumstances will the Landlord be responsible for any improvements or repairs costing more than \$100 unless the Tenant is given written advance authorization to make repairs or improvements therein. The Tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.

8. Occupancy

Tenant to maintain dwelling unit as follows:

1. Comply with all obligations primarily imposed upon tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the premises that s/he occupies and uses as clean and safe as the condition of the premises permit. Not use any open flame devices, candles, kerosene lamps, or hazardous waste on the lease premises.
3. Dispose from his dwelling unit all rubbish, garbage, and other waste in a clean and safe manner. Not discard tires, batteries, appliances or furniture in or near the outside refuse container.
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as its condition permits.
5. Utilize sufficient heat so as to prevent freezing of water pipers.
6. Replace light bulbs as they burn out and leave them with the leased premises at the end of this lease.
7. Not store any personal property in any furnace closet or near the water heater.
8. Not use any open flame devices, candles, kerosene lamps, halogen lamps, on the leased premises.
9. Use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in the premises.
10. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.

Resident warrants that he/she will meet above conditions in every respect, and acknowledges that failure to meet the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

9. Cleaning Fee

Tenant hereby agrees to accept the property in its present state of cleanliness. Tenant agrees to return the property in the same condition or better, or pay a minimum \$_____ (\$250+) cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord

notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum \$_____ (\$250+) cleaning fee.

10. Plumbing and Electricity

Tenant will not dispose, nor allow anyone else to dispose, of anything (such as debris, grease, paper towels, Q-tips, tampons, newspaper, food) other than human waste products in the sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all plumbing services resulting from clogged pipes or sewers.

Tenant must not overload electrical circuits. Only two electrical operated items may be plugged into any electrical receptacle.

11. Tenant Cooperation

Tenant agrees to cooperate with Landlord/Owner/Agent/Manager in showing property to prospective Tenant(s), prior to termination of occupancy.

12. Abandonment

If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenant(s) have left behind and store at the Tenant's expense.

13. Lock Policy

No additional locks will be installed on any door without the written permission of the Landlord. Landlord will be given duplicate keys for all locks installed at the Tenant's expense, before they are installed. Tenant pays \$5 for key replacement to compensate Landlord's lost time and cost. The fee for emergency unlocks will be \$20.

14. Condition of Premises

The Tenant acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within three (3) days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

15. Alterations

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The Tenant specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken

windows or doors, torn screens, broken doors and window locks, etc. or any damage caused while Tenant has occupancy.

16. Vehicle Policy

The Tenant agrees never to park or store a motor home, camper, trailer, boat, or any sort of recreational vehicle on the premises and to park only automobiles only on the paved areas provided. Junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on the property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicle parked on unpaved areas may be towed and stored at Tenant's expense. Tenant agrees to pay for any fines resulting from a summons issued to the Landlord resulting from improper parking. Tenant will be charged the court charge along with the cost of all other fines, if the Landlord is required to go to court.

17. Access to Premises

The Landlord reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, tenants, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24 hour notice of the Landlord's intent to enter shall be given to the Tenant. The Landlord may also display "For Rent" and "For Sale" signs on the building of which the rented residence is a part.

18. City, County, or State Violations

Tenant is responsible for paying all violation fees issued against the property by the city, county or state for non-compliance to city, county or state laws. If the Landlord is required to appear in court, Tenant shall pay an additional \$100 fee to compensate Landlord for his/her time.

19. Waiver

All rights given to the Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by the Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by the Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

20. Legal Binding

In this agreement, the singular number, where used, will include the plural, the masculine gender will include the feminine. Tenant hereby states that they have the legal rights to sign for any and all other co-tenants and to commit them to abide by this contract.

21. Full Disclosure

The Tenant signing this Rental Agreement hereby states that all questions about this Rental Agreement have been answered, that they fully understand all of the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. The Tenant further states that s/he agrees to fulfill his/her obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

Additional Notes:

Rental Agreement is accepted this _____ day of _____, 20_____.

Landlord's Signature	
Tenant's Signature	
Tenant's Signature	

APPLICANT INFORMATION

Primary Applicant Name (Print): _____

Current Address: _____

City: _____ State: __ Zip: _____ Phone: (____) _____

Email: _____

Co-Applicant Name (Print): _____

Current Address: _____

City: _____ State: __ Zip: _____ Phone: (____) _____

Email: _____