**DONOVAN PROPERTIES LLC**

**RENTAL AGREEMENT**

**A-1. PARTIES, DWELLING UNIT, AND TERM:**

Under this rental agreement (“Agreement”), it is agreed this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ , between

**DONOVAN PROPERTIES LLC** (Landlord) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(collectively, Tenant) and Tenant's Household, defined as everyone who will occupy the dwelling unit, including all occupants listed

below,

 NAME AND RELATIONSHIP AGE NAME AND RELATIONSHIP AGE

that Tenant is renting the premises located at Iowa (the

“Premises”), for use by Tenant only as a residential dwelling unit, for a (*one year, six month, or month-to-*

*month*) term from the day of \_\_\_\_\_ 20\_\_ to midnight on the \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Under Iowa law, if the term of this Agreement is longer than month-to-month, either party may elect nonrenewal of this Agreement, by giving a written thirty-day notice to the other before the expiration of the lease, at which point the tenancy will terminate at the end of the lease term. If neither the Landlord nor the Tenant provide notice, then this Agreement will be automatically extended as a month-to-month agreement. The Landlord or Tenant may terminate a month-to-month tenancy by giving a written notice of no less than one rental period.

**A-2. RENT**: Tenant agrees to pay $ per month. Rent for partial months shall be prorated on a 30-day basis.

**A-3. PAYMENT OF RENT**: The initial payment of the rent and the security deposit will be made upon signing of this Agreement by cash or money order (no personal checks). Thereafter, rent is payable through check or money order to the Landlord at the following address:

Donovan Properites LLC

17159 Chicory St

Dubuque Iowa52001

or through our online property management app. Rent is payable by cash solely through personal delivery to the Landlord. Rent is considered paid upon acceptance by the Landlord. Landlord and Tenant may agree to an electronic transfer of funds.

**A-4. PAYMENT POLICY**: Any payment will always be first applied to outstanding balances, late fees or other charges, with balance of the payment applied to rent due.

**A-5. RENTAL COLLECTION FEE FOR LATE RENT**: In the event rent is not received prior to 11:59 p.m. on the first day of the month regardless of cause including returned checks, Tenant agrees to pay a late fee of $20.00 per day, not to exceed a monthly late fee of $100.00 for rental agreements in which the rent is greater than $700.00 per month; tenant agrees to pay a late fee of $12.00 per day, not to exceed a monthly late fee of $60.00 for rental agreements in which the rent does not exceed $700.00 per month.

**A-6. RETURNED CHECK CHARGE**: If for any reason a check used by Tenant to pay Landlord is returned without being honored by the bank, Landlord will notify Tenant in writing. Within ten days of notice, Tenant will pay: a returned check charge of $30.00, the late fee in Section A-5 of this document, plus any penalty charged by Landlord's bank to the Landlord. If for any reason a check is returned or dishonored, no checks will be accepted for future rent payments. A person obtaining the use of rental property by knowingly using a check or electronic transfer that will not be paid when presented may be subject to criminal penalties.

**A-7. NONPAYMENT OF RENT**: Landlord will follow remedies provided by Iowa Code Chapter 562A, if rent is unpaid when due. In the event Tenant has been provided a three-day notice of past-due Rent, any payment of Rent during the aforesaid period (the “Delinquency Period”) shall be governed by this section. During the Delinquency Period, any partial payment of Rent tendered by Tenant shall be and is hereby rejected, whether such attempted payment was attempted or actually tendered and regardless as to the payment method. If the Delinquency Period has expired without Tenant curing the said default, attempted or actual tender of Rent in any amount made by Tenant shall be and is hereby rejected regardless as to the payment method.

**A-8. SECURITY DEPOSIT AND WAIVER**: Tenant agrees to pay Security Deposit of $ to be held by Landlord. The

Security Deposit may be in an amount not exceeding two months' rent. Tenant's liability is not limited to the amount of the Security

Deposit. Tenant may not apply the Security Deposit as an advance payment of rent for any month of the lease term or to Tenant's last

month rent. Additionally, in compliance with Iowa Code §562A.12, Landlord may, at the expiration or termination of this Agreement or prior thereto, withhold all or a portion of the Security Deposit for the following reasons:

1. to remedy Tenant’s default in the payment of rent or other funds due Landlord pursuant to this Agreement, any attached rules and regulations or any other subsequent rule enacted pursuant to this Agreement;
2. to restore the Premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted; and
3. to recover expenses incurred in acquiring possession of the Premises, should Tenant fail to surrender or vacate the Premises upon noncompliance with this Agreement and notification of such noncompliance as required by law.

**Tenant is also aware that in accordance with Iowa Code §562A.12, any remaining Security Deposit will be returned only upon receipt of a forwarding address for the Tenant or delivery instructions given to Landlord**.

This is a joint and several lease. As such, in the case of multiple Tenants, any outgoing Tenant who leaves prior to the lease termination date retains the obligations set by the Agreement unless and until a new Rental Agreement is executed between Landlord and remaining Tenants. A waiver of any remedy by Landlord for any Tenant breach or noncompliance of any term in this Agreement is not a waiver of any future remedy for Tenant’s breach or noncompliance.

**A-9. UTILITIES**: Tenant will transfer utilities into his/her name prior to occupying Premises. Tenant is responsible for the following utility expenses noted by X:

|  |
| --- |
| \_\_\_Gas\_\_\_Electricity\_\_\_Water \_\_\_Sewer\_\_\_Garbage |

Landlord has fully explained utility rates, charges and services for all utilities other than those paid by the Tenant directly to the utility company. For utilities to be paid by the Tenant directly to the utility company, Tenant is responsible for contacting utility companies concerning rates and deposits. Tenant shall sign the most recent versions of all utility contracts, pay required deposits and be responsible for those accounts throughout term of the lease or occupancy whichever is longer. Both Tenant and Landlord shall pay their respective utility and service bills in full when they are due. A Tenant who is responsible for water, sewer, and garbage shall sign up for monthly billing when made available by vendor. Tenant shall use all utilities in a responsible manner and to use utilities paid by Landlord in reasonable amounts only, and not to install additional appliances or equipment that would materially affect or increase energy or utility consumption. Tenant is responsible for any and all damages caused by utility shut-offs for non-payment, or requested by Tenant and unknown to Landlord, i.e. frozen or burst water pipes, ruined water heaters, etc.

1. **ACCESS:** Landlord shall have the right, subject to Tenant’s consent, to enter the Premises in order to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Tenant’s consent to Landlord’s entry of the Premises shall not be unreasonably withheld or delayed. Landlord may enter the Premises without Tenant’s consent in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. Except in case of emergency, where impracticable to do so, or having Tenant’s consent, Landlord shall give Tenant at least twenty-four hours notice of Landlord’s intent to enter. Upon such notice, Landlord’s entrance shall only be made at reasonable times.

1. **CONDITION OF DWELLING UNIT:** Tenant agrees that Premises and property of which it is a part are in good and satisfactory condition at time of possession and that floors, carpeting, walls, appliances, cupboards, windows, storm windows and screens, glass, and equipment are clean, in good working order and unbroken. Tenant shall notify Landlord in writing, of any defects or damages to Landlord within 72 hours from date of occupancy. If the Tenant does not provide notice of any defects or damages, then an evidentiary presumption arises that the Premises is in good and satisfactory condition. Tenant agrees to use reasonable care in protection and care of the Premises during occupancy and at end of the tenancy to deliver up and surrender Premises to Landlord in condition as good as when received, ordinary wear and tear excepted. Nothing in this section shall be construed as absolving Landlord of its obligations of maintenance, repair, and upkeep under Iowa Code chapter 562A.

1. **DAMAGE TO PREMISES \ REIMBURSEMENT:** Whenever damage to the Premises is caused by carelessness, misuse, abuse, or neglect of Tenant, Tenant’s family, household member, visitor, guest, or agent, Tenant agrees to, at Landlord’s discretion: (1) repair or otherwise correct the damage at Tenant’s expense and in a manner pre-approved in writing by Landlord, and to do so within a reasonable time, or (2) to pay Landlord the reasonable cost of all repairs and replacements completed by the Landlord to restore Premises to a decent, safe, and sanitary condition, and to do so promptly after completion and billing for payment. Additionally, Tenant may be held liable for damage to the Premises caused by Tenant’s neglect regardless of coverage by Landlord’s insurance. The foregoing notwithstanding, Landlord shall at all times comply with its obligations under Iowa Code Section 562A.15.

1. **FURNISHINGS:** Landlord agrees to provide the following items, as denoted by X. Tenant agrees to leave the following items in same condition at termination of occupancy as they are at the beginning of occupancy.

|  |
| --- |
| \_\_\_Stove\_\_\_Refrigerator\_\_\_Dishwasher\_\_\_Washing Machine (model\_\_\_\_\_\_\_\_\_\_\_\_\_\_)\_\_\_Dryer (model\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)\_\_\_Tipper Cart/Recycling bin #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Smoke Alarms #\_\_\_\_\_\_Ceiling fans #\_\_\_\_\_\_Window Air Conditioner\_\_\_Curtains, rods, blinds |

1. **INSURANCE:** Tenant understands that Landlord is not an insurer of the Tenant's person or possessions. Landlord shall not be liable for personal injury or death of Tenant, his family or guests or damage or loss of any of the Tenant's personal property except to the extent caused by Landlord’s negligent or intentional actions. Landlord recommends that tenant have renter's insurance.

If Tenant has any waterbeds, tenant must provide a copy of renter's insurance with waterbed endorsement or special waterbed policy to cover any possible damage caused by waterbed. The policy shall designate the Landlord as an additional insured or interested party.

1. **KEYS AND FIXTURES:** Tenant will be furnished with one set of keys. Tenant agrees to pay for re-keying if anytime during tenancy the keys are lost or if all copies of keys are not returned at the termination of the tenancy. Tenant agrees to pay to replace any lost or damaged remote controls for garage doors or fixtures at the time of termination of tenancy.
2. **MANAGEMENT / AGENT DISCLOSURE:** Tenant acknowledges that the people designated to act on behalf of the owners and manage the premises are: Rob Donovan. To report service or maintenance problems or to serve any legal processes, the Tenant should first call or text 563.284.2302.Other person(s) authorized to act on behalf of the Landlord to accept and serve legal services and notices and perform any other obligations of the Landlord are:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **NOTICES:** Service of notice for the purposes of Forcible Entry and Detainer shall be accomplished in accordance with Iowa Code 562A.29A and/or 648.3, as the case may be, which includes any of the following: (1) delivery evidenced by an acknowledgment of delivery that is signed and dated by the Tenant of the dwelling unit who is at least 18 years of age, (2) serving in the manner provided by law for the service of Original Notice, (3) posting on the primary entrance door of the premises, and mailing by both regular and certified mail, to the Tenant’s last known address, if different from the Premises. Landlord may charge for costs incurred for service of any notice due to a breach by the tenant. Service of notice for any other purpose may be accomplished by the above means, or any of the following: (4) hand delivery to tenant, (5) mailing both by certified and regular mail to the tenant at the Premises, or to an address provided by the tenant for mailing, or (6) a method of providing notice that results in the notice actually being received by the Tenant.

1. **OCCUPANTS:** No persons except those specifically named on Application and in Section A of this Agreement will be permitted to occupy the Premises for a period exceeding three days unless permitted by Landlord. Any additional occupant 18 years of age or older must also complete an Application for Tenancy and be approved by the Landlord. If Tenant fails to inform Landlord of additional people occupying premises, the Landlord may charge a fee or terminate the lease, as provided by law. No occupants will be allowed or approved whose occupancy will exceed the occupancy standards of the Landlord or of any local, state, or federal codes or ordinances or who could pose a threat to other tenants, neighbors, or the Landlord or his employees. Unapproved occupants are trespassers.

1. **PAINTING, ALTERATIONS, ADDITIONS:** Tenant agrees not to paint the premises nor to make any alterations, changes, removals, or additions to the premises without prior written approval from the Landlord. No nails, tape, gum-based adhesives, or fasteners other than bulldog hooks with small nails are to be used on the walls without Landlord's written approval. Tenant shall not hang objects on the woodwork or doors. If Tenant has large items to hang, Tenant shall contact Landlord / Manager for help or advice.

1. **PETS**: Tenant agrees no fish, birds, reptiles, animals or pets of any kind are allowed anywhere on the premises at any time without prior written permission from the Landlord. If any Tenant notices anyone with a pet on the premises, Tenant agrees to report the sighting immediately to the Landlord / Agent / Manager. "Pets" does not include service or assistance animals as defined by state or federal law.

1. **RESPONSIBILITY**: If there is more than one Tenant, each Tenant agrees to jointly and severally accept liability for all provisions of lease. This means that each tenant is individually responsible for the payment of the full rent every month and any damages incurred.

1. **RULES**: Landlord, from time to time, may adopt rules and regulations for the premises concerning Tenant’s use and occupancy of the premises. Tenant acknowledges receipt of all presently existing rules that are attached to this Agreement as acknowledged by signature. Additionally, Landlord may, in the manner provided by law, adopt amended rules concerning Tenants’ use and occupancy of the premises. A rule adopted after the Tenant enters into this Agreement is enforceable against the Tenant if reasonable notice of its adoption is given to the Tenant and it does not work a substantial modification of this Agreement. Tenant agrees to acknowledge in writing receipt of the rules and regulations as they are presented to Tenant.

1. **TERMINATION**: If Tenant intends to vacate at end of the term of this Agreement, Tenant shall give Landlord a thirty-day notice, which shall include a forwarding address or other instructions for the return of the security deposit. A thirty-day notice to vacate means that Landlord must receive notice from Tenant of Tenant’s intent to vacate at least thirty days’ before the expiration of the lease. If Tenant does not provide notice, and absent a renewal of this lease Agreement, the tenancy becomes month-to-month. For example, if this Agreement expires on July 31st, then Tenant must provide notice of intent to vacate by June 30th; if this Agreement expires on January 15th, Tenant must provide notice of intent to vacate by December 15th.

If Tenant provides notice with fewer than 30 days remaining in the lease term, Tenant will be responsible for one additional month after the expiration of the lease. For example, if this Agreement expires on December 31st, and Tenant provides notice of intent to vacate on December 3rd, the Tenant will remain in possession of and responsible for the Premises under the terms of this Agreement until January 31st.

If Tenant has provided Landlord with notice to vacate, Tenant must be moved out by the date in which this Agreement expires. After premises is completely vacated, Tenant will return all copies of all keys, participate in the move out inspection with Landlord, and provide a written forwarding address or other instructions.

1. **SEVERABILITY:** If any clause, provision or portion of this Agreement is unenforceable or prohibited by law, the clause or provision is affirmatively nullified by operation of this Agreement, and shall not trigger compliance by Tenant, or enforcement by Landlord.

1. **DELAY OF POSSESSION:** If Landlord, after making a good faith effort, is unable to deliver possession to Tenant at the beginning of the term, the rent shall be abated on a pro rata basis until possession can be delivered. Additionally, Tenant may give the Landlord five days written notice of the Tenant’s election to terminate this Agreement, in which event Landlord shall return all prepaid rent and the Security Deposit, or demand performance of the Agreement by Landlord, and if the Tenant elects, maintain an action for possession of the Premises against Landlord or a person wrongfully in possession and recover damages sustained by Tenant.

1. **HOLDING OVER:** If Tenant remains in possession after termination of this Agreement without Landlord’s consent, Tenant acknowledges that Landlord may bring an action for possession.

1. **ABANDONMENT:** If Tenant is absent from the Premises for more than 14 consecutive days without giving notice to Landlord, or if during any absence of 14 or more consecutive days the rent is or becomes delinquent, the Premises may be deemed abandoned and Landlord may initiate appropriate legal action to regain possession. If the Premises is abandoned during the lease term and personal property remains in the Home, Tenant agrees that Landlord may remove such personal property, provided that such removal is otherwise allowable under Iowa law, and Tenant agrees to pay Landlord’s reasonable, actual storage charges. Landlord shall in no event be responsible as warehouseman, bailee, or otherwise, and the foregoing remedies shall be deemed additional to any others available to Landlord at law or in equity.

1. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement, nor sublet the premises or any portion, without the prior written consent of Landlord. An unauthorized assignment or sublet is grounds for eviction. Tenant agrees that any effort by Landlord relating to, or subsequent to, evicting Tenant for violation of this paragraph shall not be construed as an acceptance by Landlord of an attempted surrender of the premises by Tenant, nor as a termination of this Agreement by mutual consent of Tenant and Landlord.

1. **TENANT’S RESPONSIBILITY TO INFORM LANDLORD OF DEFECTS:** Any defective condition of the premises which comes to Tenant’s attention shall be reported to Landlord immediately.

1. **DEFAULT:** Tenant shall be in default of this Agreement for failing to timely pay rent, or for materially violating any other provision of this Agreement, any attached rules and regulations, or any other rule subsequently enacted pursuant to this Agreement. In the event of any default, Landlord shall have access to all remedies available under this Agreement or at law, including, without limitation, a claim for damages or injunctive relief, and evicting Tenant pursuant to Iowa Code Chapter 648 and Iowa Code Section 562A.27. Any effort by Landlord relating to, or subsequent to, evicting Tenant for violation under this paragraph shall not be construed as an acceptance, by Landlord, of an attempted surrender of the rented premises by Tenant, nor as a termination of this Agreement by mutual consent of Tenant and Landlord.

1. **GOVERNING LAW:** This Agreement shall be governed solely by the laws of the State of Iowa.

1. **ENTIRE AGREEMENT:** This Agreement, including any attachment, addendum, amendment or addition constitutes the entire agreement between Landlord and Tenant. No statement, representation, or promise with regard to this Agreement, including any repairs, alternations, improvements to the premises, or change in the term of this Agreement shall be binding unless set forth in a writing signed by both Landlord and Tenant.

1. **RENT DUE UPON EARLY TERMINATION OF RENTAL AGREEMENT OR ABANDONMENT OF PREMISES:** Tenant understands that Tenant is responsible for the rent for the entire term of this Agreement. In the event of termination of this Agreement by reason of any violation by Tenant of the terms of this Agreement, any attached rules and regulations, or any rule subsequently enacted pursuant to this Agreement, Landlord shall be entitled, under Iowa law, to prove a claim, and obtain a judgment against Tenant, for the balance of rent agreed to be paid for the term, plus expenses of Landlord in regaining possession and reletting the premises and reasonable attorney’s fees and court costs if and to the extent provided under Iowa Code Section 562A.27, however, crediting against such claim, any amount obtained by reason of any such reletting. Landlord agrees to make reasonable efforts, under such circumstances, to relet the premises at a fair rental, as required by Iowa law. Tenant agrees that any such efforts by Landlord in reletting the premises shall not be construed as an acceptance by Landlord of an attempted surrender of the premises by Tenant.

1. **BED BUGS:** Tenant affirms that the Premises at the time of occupancy is free from bed bugs. Tenant shall notify Landlord in writing of any defects to the premises within 72 hours from date of occupancy. If Tenant does not provide notice of any defects, then an evidentiary presumption arises that the Premises is free from defects. Tenant also agrees that if bed bugs are found in the Premises while Tenant is in possession of the Premises then the Tenant is responsible for the bed bugs and for hiring a pest control firm to eradicate them, except to the extent solely caused by Landlord’s negligent or intentional actions.

1. **SUCCESSORS IN INTEREST:** This Agreement shall bind and inure to the benefit of the respective heirs, devisees, personal representatives, successors, and assigns of the parties.

1. **MOWING / SNOW REMOVAL (Check One):**

 Landlord Tenant is responsible for mowing.

 Landlord Tenant is responsible for snow removal.

1. **PARKING: (Check one):**

 Tenant is provided on-site parking space(s)

 On-street parking is available

**DD. Smoking**: Smoking is not permitted inside dwellings, buildings, or common areas at any time.

**EE. Common Areas:** Tenant will refrain from keeping personal articles in common areas including; entry ways, stairs, hallways, outdoor patios, parking areas, and lawns without landlords written permission. Tenant will maintain clear and clutter free access to shared spaces and areas around mechanical equipment including electrical panels, water heaters, and furnaces at all times. Any items left in common areas without written permission will be deemed abandoned, and will be removed and disposed of.

**FF. Pest Control:** Tenant is responsible for pest control. In the event of infestation, if Tenant does not remedy the situation, Landlord will hire a professional service to assume responsibilities and bill Tenant for services rendered.

**GG. Plumbing:** Tenant shall be responsible for keeping the kitchen and bathroom drains free of objects that may tend to cause clogging of the drains. As all drains are presently clean, clear, and free-draining - any obstruction shall be considered to be the result of the Tenant's actions. And as a result; Tenant shall pay for the cleaning of any plumbing fixture or drain that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from drains, bathtubs, wash basins, sinks, or washing machines

# NOTICE OF LEAD PAINT

**If residence was built before 1978, Landlord has given Tenant all disclosures and the pamphlet required under the**

**Lead-Based Paint Hazard Reduction Act.**  **(Tenant initial if applicable)**

**SIGNATURES**

Tenant agrees that s/he has read this agreement and agrees to abide by the terms of this Rental Agreement. Tenant acknowledges receipt of keys to be returned at move-out. Tenant agrees that s/he has read, received and initialed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Landlord / Agent Date Phone # Email

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Signature of Tenant 1 Date Phone # Email

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Signature of Tenant 2 Date Phone # Email

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Signature of Tenant 3 Date Phone # Email

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Signature of Tenant 4 Date Phone # Email

*Terms and Conditions:*

*This lease is owned by Landlords of Iowa, Inc., a nonprofit association incorporated in Iowa. It is provided at no cost as a courtesy to current members of Landlords of Iowa and their tenants, for use in residential rental agreements.*

*This lease is a general template, is not legal advice to a Landlord or a Tenant and should not be used by any party without advice, modification and/or approval thereof by that party’s retained counsel. All potential parties to this lease are advised of their right to seek legal counsel prior to entering into a rental agreement. All provisions of this lease are subject to any changes in state law or judicial rulings. Landlords of Iowa, Inc., makes no guarantees or warranties as to any element of this lease. Landlords of Iowa, Inc., shall not be liable for any claims or damages arising from any Landlord – Tenant rental agreement in which this lease is used.*

*Use of this lease by a Landlord and Tenant constitutes acceptance of these terms by all parties to the lease and shall serve as a waiver of any claims against Landlords of Iowa, Inc., its members, officers, or agents, arising from use of this lease. Any amendments or modifications to this lease should be made only with the advice of an attorney.*

*Rev. 11/2022*