

**SAMPLE LEASE**  
**Campus Investors IS, LLC**

**THIS LEASE AGREEMENT made on \_\_\_\_\_ by and between, Campus Investors IS, LLC (hereinafter called LANDLORD) of the property described below, and the following persons (hereinafter collectively called TENANT): \_\_\_\_\_.**

**THIS LEASE AGREEMENT IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All TENANTS in the UNIT are jointly responsible for all obligations under this LEASE except for RENT, the SECURITY DEPOSIT amount (if required) and any Fees which are the individual responsibility of each TENANT is considered an individual lease by the bedroom.**

**WITNESSETH, that LANDLORD does hereby demise and lease unto TENANT and TENANT does hereby jointly and severally rent and take the UNIT known and designated as UNIT \_\_\_\_ in a PROPERTY located at \_\_\_\_\_ in the City of Ames in the State of Iowa, to be used as a private residence and for no other purpose from August 3, 2012 at 2:00 p.m., until July 28, 2013 at 8:00 a.m. No extension or renewal of the lease shall be valid unless executed by the LANDLORD in writing. Continued occupancy of any or all of the premises after the expiration or termination of the lease shall entitle the LANDLORD to recover actual damages and attorney's fees pursuant to Iowa Code section 562A.34(4).**

**TENANT agrees to pay unto LANDLORD as rent therefore the total sum of \$\_\_\_\_\_ payable as follows: \$\_\_\_\_\_ on August 1, 2012 and \$\_\_\_\_\_ on the first day of each and every succeeding month in the term until the total sum of \$\_\_\_\_\_ is paid in full. Rent shall be payable at Agent's business office located at 200 Stanton Avenue Suite 101, Ames, Iowa 50014. Rent is payable in the form of, cash equivalent, personal check, bank check, online payment system, or money order.**

***TENANT agrees to pay the rent promptly as it accrues. If all or any portion of the rent due is not received at Agent's business office on or before the fourth day of each and every month rent is due there will be a late payment charge of \$40.00.***

Rental payments made by mail will be considered "received" on the day they are received in the office. In addition to the foregoing there shall also be a charge of \$40.00 whenever a check is returned for insufficient funds or any other reason. In addition to all other remedies provided by law or in this Lease Agreement, in the event more than 2 checks are returned for insufficient funds or any other reason, LANDLORD reserves the right to only accept a cashier's check or bank check. It is hereby agreed between the parties that all the amounts paid by TENANT to LANDLORD pursuant to this agreement shall be applied first to any past due and unpaid charges and thereafter to current charges. TENANT acknowledges LANDLORD provides a 24/hr rental drop box located in the east corridor of 200 Stanton Ave. Payments made in the rental drop box after 5pm will be considered "received" on the next business day.

**THE ABOVE LETTING is upon the following Express Covenants and Conditions, all and every one of which TENANT and LANDLORD hereby covenant and agrees to keep and perform.**

1. **SECURITY DEPOSIT:** TENANT shall pay a security deposit to LANDLORD in the sum of \$\_\_\_\_\_ due and payable concurrent with the execution of this Lease Agreement. The security deposit is set aside to secure TENANT's performance of each and every covenant and agreement to be performed by TENANT under the Lease Agreement. TENANT and all other occupants shall be jointly responsible for any and all damages done to the demised premises, fixtures, furnishings, equipment, or other property belonging to LANDLORD, except for normal wear and tear, or to any part of LANDLORD's property caused at any time by misuse, carelessness or negligence on the part of the TENANT, the other TENANTS or any member of any TENANT's family or any invitees of any TENANT. Such liability shall be joint and several among all occupants in the UNIT. Where required by law or local ordinance, the LANDLORD shall pay to TENANT interest on TENANT's security deposit funds, held by LANDLORD, as prescribed and in the manner mandated by said law or local ordinance.

Within thirty days after termination of the lease term or any renewal thereof and upon inspection of vacated premises, should LANDLORD find no damages beyond normal wear and tear, and TENANT is not in default, then the deposit shall be returned to TENANT with the issuance of a single check and mailed to the forwarding address provided or to the address listed on the rental application. In the event TENANT is in default and/or LANDLORD shall find damages beyond normal wear and tear, the cost of the repair or replacement shall be that of TENANT and the deposit herein shall apply towards the amount in default and/or cost of such repair or replacement, but in no case shall the amount of the deposit herein restrict the right of LANDLORD to proceed for additional damages. All charges will split and deducted equally among all occupanants regardless of how or who was at fault.

**TENANT expressly agrees that this deposit shall at no time during the lease term or renewal thereof be deemed or construed as an advance payment of rent for any month of the lease term, including specifically the last month's rent.** Such deposit shall not affect the right of LANDLORD to commence legal action for payment of rent due in the event of non-payment of rent or for breach of any other covenant under this lease. The right of LANDLORD to apply the deposit shall in no way affect LANDLORD's right or ability to proceed against TENANT for the collection of additional damages sustained by LANDLORD arising out of the breach of the lease or for the damages done to the leased premises by and through TENANT.

The refund of the deposit is subject to the following:

- The full term of the lease has expired and the premise was timely surrendered to the LANDLORD.
- There is no damage to demised premises or to LANDLORD's property.
- Common Areas of the unit must be cleaned by all parties dwelling in the unit. Any damages to a common area will be split and deducted evenly among all tenants of unit.
- TENANT MUST HAVE UNIT PROFESSIONALLY CLEANED BY A LANDLORD APPROVED CLEANING VENDOR AND PROVIDE RECIEPT UPON MOVE OUT. THE VENDOR MUST BE SCHEDULED AT LEAST TWO WEEKS BEFORE THE LEASE TERMINATION DATE. IN THE EVENT THAT THE VENDOR HAS NOT BEEN SCHEDULED AT LEAST 2 WEEKS BEFORE THE LEASE TERMINATION DATE, LANDLORD RESERVES TO THE TO MAKE SUCH RESERVATION AND BILL RESIDENTS FOR THE CLEANING SERVICES.
- TENANT MUST HAVE CARPETS PROFESSIONALLY CLEANED BY A LANDORD APPROVED VENDOR AND PROVIDE RECEIPT UPON MOVE OUT. THE VENDOR MUST BE SCHEDULED AT LEAST TWO WEEKS BEFORE THE LEASE TERMINATION DATE. IN THE EVENT THAT THE VENDOR HAS NOT BEEN SCHEDULED AT LEAST 2

WEEKS BEFORE THE LEASE TERMINATION DATE, LANDLORD RESERVES TO THE TO MAKE SUCH RESERVATION AND BILL RESIDENTS FOR THE CARPET CLEANING SERVICES.

- Tenant has followed move out and cleaning instructions per lease.
- There are no unpaid late charges, maintenance charges, fines or delinquent rent.
- All issued keys have been returned.
- All debris, rubbish and discards have been removed from the premises inside and outside of unit.
- Correct forwarding address has been left with the Agent IN WRITING.
- There has been full compliance by TENANT with all lease terms, covenants, and UNIT rules.

**CLEANING, REPAIRS, TRASH REMOVAL UPON MOVE OUT:** Landlord reserves the right to deduct from the deposit any and all charges deemed necessary but not limited to:

- Painting and sheet rock repair
- Trash and debris removal or removal of furniture or personal items left behind from the tenant
- Appliance repair or replacement
- Carpet, tile vinyl repair or replacement
- Window coverings- blinds repair or replacement,
- Furniture repair or Replacement
- Damages to doors, locks or locksets
- Repair or replacement of any bathroom fixtures, mirrors and countertops.
- Repair or replacement of any glass windows,
- Repair or replacement of any light fixtures-ceiling fans-fan blade-light switches-outlets-plug switches or plates
- Landlord reserves the right to repair, clean and make any required repairs and hire contractors accordingly at market rate to return the UNIT to its original condition.
- Should over time be required by any employee or contractor due to negligence of tenants timely move out and required cleaning and repairs, Landlord reserves the right to pay for said over time fees and deduct and or charge tenant for those services.

2. **FURNISHINGS:** LANDLORD agrees to furnish the leased premises with the following: \_\_\_\_\_.

3. **PETS:** No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit and pet fee. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a support animal for a disabled person but will not require a pet deposit nor a pet fee. LANDLORD may require a written statement from a qualified professional verifying the need for the support animal. TENANT must not feed stray or wild animals. The pet deposit is \$300 and must be paid at the time the PET ADDENDUM is signed. The pet deposit is separate from the pet fee.

If TENANT or any guest or occupant violates pet restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been in the UNIT at any time during TENANT'S term of occupancy (with or without LANDLORD'S consent), LANDLORD will charge TENANT for defleaing, deodorizing, and shampooing. Initial and daily pet-violation charges and pet-removal charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. LANDLORD may remove an unauthorized pet by leaving, in a conspicuous place in the UNIT, a 24-hour written notice of intent to remove the pet. LANDLORD may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling a pet, LANDLORD won't be liable for loss, harm, sickness, or death of the pet unless due to negligence. LANDLORD will return the pet to TENANT upon request if it has not already been turned over to a humane society or local authority. TENANT must pay for the pet's reasonable care and kenneling charges.

4. **SUBLETS AND ASSIGNMENTS:** TENANT agrees that UNIT, or any part of UNIT, shall not be assigned, sub-let, or permitted to be used for any purposes not expressly permitted herein, without the advance written consent of LANDLORD. In the event TENANT permits another individual to occupy the leased premises or provides a key to person not named on this lease without the written consent of LANDLORD, the unauthorized individual will be required to immediately vacate the UNIT, the locks will be changed, the key fobs will be deactivated, and the TENANT will be subject to a \$1,000 fine, in addition to the lock rotation charge. TENANT understands that any permitted assignment or sublease will not release TENANT from liability for rent or other obligations due hereunder, and that TENANT expressly remains liable for payment of rent and full performance of all terms and provisions of this lease in the event of any default by any assignee or sub TENANT.

5. **UTILITIES:** LANDLORD agrees to furnish and pay only \_\_\_\_\_ for the leased premises. TENANT agrees to pay to LANDLORD a total sum of \$120 for water and sewer costs. \$60 will be due on September 1, 2012 and \$60 will be due on January 1, 2013. TENANT agrees to contact all applicable utility companies before the lease start date to have the necessary utilities transferred into TENANT'S name, or any subsequent sub-tenant, for the entire term of the lease. TENANT must bring proof that utilities are in TENANT'S name prior to key check out. TENANT hereby authorizes the City of Ames and/or Alliant Energy to provide a utility consumption report to the LANDLORD at any time and without further written authorization. LANDLORD makes no representation or warranty that utilities will always be available due to unforeseen outages or disruptions of service that are beyond the control of LANDLORD.

TENANT initials \_\_\_\_\_

6. **MAINTENANCE:** LANDLORD agrees to maintain the premises in accordance with all applicable PROPERTY and maintenance codes and further agrees to promptly repair all reasonable repairs to the premises, appliances, and furnishings, at LANDLORD'S sole expense, except damages caused by the negligence of TENANT or TENANT'S agents or guests. TENANT will be responsible for damages caused by unreasonable use, misuse, abuse and/or negligence of the TENANT or TENANT'S agents or guests. Labor for repairs will be billed at \$30 per man hour.

7. **PEST CONTROL:** LANDLORD agrees to provide for the extermination of insects, rodents, and vermin as necessary upon the reasonable written request of the TENANT. TENANT shall be liable for the cost of pest control if it is determined by the exterminator that the cause of the pest problem was related to TENANT'S actions.

8. **PROPERTY AND GROUNDS:** LANDLORD will maintain the exterior landscape, grounds, parking garages, ramps, stairwells and other exterior common areas..

9. **NOISES AND PARTIES:** It is agreed that TENANT will not permit any unlawful acts or cause or permit any loud, boisterous, or unseemly noises or actions or loud stereo in or about said premises that would be objectionable to other TENANTS or LANDLORD. ***Specifically after 12:00 A.M. Sunday through Thursday and after 2:00 A.M. Friday and Saturday, it is agreed that there will be no "parties" and no stereo or conversation loud enough to be heard in the common hallway or adjacent UNITS.*** The breach of this covenant shall be deemed a material breach of this Lease Agreement. In the event that there is a gross noncompliance with this express covenant LANDLORD will charge TENANT, and TENANT agrees to pay LANDLORD within three days of notification a \$150.00 fine per occurrence. "Gross noncompliance" will conclusively be considered to have occurred when a police verification of the occurrence exists by virtue of an official police report or other official record of said event. LANDLORD reserves the right to evict tenant or tenants for multiple offenses, assess fines and does not waive any right to collect on balance due to LANDLORD.

10. **LIMITATION OF LIABILITY:** It is agreed that LANDLORD shall not be held liable for damage if LANDLORD cannot give possession of the described UNIT on the day herein specified; TENANT will not be required to pay rent until the LANDLORD can give possession of the described UNIT. LANDLORD shall not be liable for any loss caused by defects in the PROPERTY or in the leased premises, unless due to LANDLORD's neglect, or any accidental damage to the personal property of TENANT in or about the PROPERTY or leased premises, from water, rain, or snow which may leak into, issue or flow from any part of the PROPERTY or leased premises, or from pipes or plumbing works of the same, or any other cause. TENANT hereby covenants and agrees to make no claim for any such loss or damage at any time unless they result from the LANDLORD's negligence. TENANT agrees that TENANT, all of TENANT's guests and invitees, and all personal property in the premises or elsewhere in or about the PROPERTY shall be at the risk of the TENANT only, and TENANT will carry such insurance, as TENANT deems necessary therefore. LANDLORD is not the insurer of TENANT's person, guests or invitees, or personal property.
11. **INDEMNIFICATION:** TENANT agrees to indemnify LANDLORD and holds LANDLORD harmless against all claims for any personal injury sustained by TENANT and TENANT's family and/or any guests or invitees in their use of the individual rental UNIT, and common areas of the PROPERTY.
12. **CONDITION OF PREMISES:** TENANT shall complete an Inventory Checklist and return it to LANDLORD within seven (48) hours of taking possession of the premises. As part of this list, TENANT must test all smoke detectors. The purpose of the list is to document the condition of the UNIT at the time the TERM of the LEASE commences.

The list should be delivered to the LANDLORD at 200 Stanton Avenue Suite 101 Ames, Iowa 50014. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD's representative. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear accepted. TENANT is responsible for all damage to the UNIT that occurs after acceptance, reasonable wear and tear excluded.

**LANDLORD makes no guarantees for the condition of the carpet and/or walls of the UNIT. Carpets will be professionally cleaned within 72 hours of the lease start date if not completed before lease commencement. LANDLORD will complete a property inspection within 30 days of the lease termination date. LANDLORD at its sole discretion will complete maintenance repairs and bill back any charges that resulted from misuse/negligence.**

TENANT initials \_\_\_\_\_

TENANT covenants that TENANT will keep said premises in good repair and will keep said premises and appurtenances in a clean and sanitary condition. If damage other than reasonable wear and tear occurs to the leased premises or furnishings therein, TENANT agrees to notify LANDLORD of such damages. If such damages are caused by the negligence of TENANT, TENANT's agents or guests, the cost of such repairs shall immediately be paid to LANDLORD by TENANT, including the cost to repair damage to other portions of the PROPERTY, if any, caused by such negligence. LANDLORD shall thereafter repair such damages. If property of the LANDLORD or the property of third parties is damaged or if any person suffers bodily injury and such damages or injury are due to the actions or inactions of the TENANT, the TENANT's guests or invitees, then TENANT shall indemnify and hold harmless the LANDLORD and LANDLORD's agents or employees for any such damages or injuries including but not limited to the reasonable costs of defense.

13. **BEDROOM DESIGNATION:** TENANT is required to indicate which bedroom he or she will live in for the duration of the lease term in writing on the Inventory Checklist. Each occupant will be held responsible for all charges related to the bedroom that was selected at the time of the initial move in. In the event TENANT or other occupants do not notify the LANDLORD of room assignments in writing on the Inventory Checklist, all occupants will be held jointly responsible for all charges to return the UNIT to its original condition.
14. **ILLEGAL OCCUPANTS:** Only one person may occupy each bedroom. Persons not listed above must not stay in the bedroom for more than 2 consecutive days without LANDLORD'S prior written consent, and no more than twice that many days in any one month. TENANT hereby agrees that LANDLORD may share TENANT'S name and contact information with Roommates prior to commencement of the lease term.

If TENANT allows another person to occupy any unrented/vacant bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. The TENANT will be responsible for all costs associated with returning the unrented/vacant bed space to its original condition. If the UNIT consists of more than one bedroom, LANDLORD has the right, when any bedroom within the UNIT is unoccupied, to place a new TENANT in the unoccupied bedroom unless TENANT and all other TENANTS in the UNIT agree to pay LANDLORD, as part of TENANT'S reserve RENT, the RENT due and other charges due for such unoccupied bedroom. The fact that TENANT and TENANT'S roommates may be in conflict with each other will not result in any termination of this LEASE.

15. **PARENTAL GUARANTEE:** Each TENANT listed on **Page 1** of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTEE in a form acceptable to LANDLORD. The GUARANTEE for each TENANT must be delivered to LANDLORD within 7 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at any time thereafter, if TENANT does not provide the GUARANTEE to LANDLORD. TENANT will not be allowed to move-in without a complete LEASE file including the GUARANTEE. If TENANT does not have a signed GUARANTEE form, TENANT is still liable for all LEASE payments for the TERM. **It is the LANDLORD'S option as to whether to accept the GUARANTEE or not. It is not the option of the TENANT as to whether or not to have the GUARANTEE completed and returned to LANDLORD.**
16. **ABSENCES:** Notwithstanding any other provision of this lease, TENANT shall notify LANDLORD of any anticipated absence from the leased premises consisting of fourteen (14) or more consecutive days no later than the first day of such absence.
17. **RETURN OF POSSESSION:** TENANT agrees to quit and surrender the leased premises at the end of the term in as good a condition as upon delivery of possession to TENANT, reasonable wear and tear accepted, and shall return all keys for the same. TENANT hereby acknowledges and agrees that there will be a **\$50.00** charge for each bedroom or entry key to the unit which TENANT fails to return, **\$75.00** lock rotation charge will be assessed if any of the original UNIT door keys are not returned, **\$75.00** for each electronic key not returned, and **\$75.00** for each garage door opener not returned, and . Duplicated keys will not be accepted. If TENANT fails to restore the leased premises to a clean and sanitary condition then LANDLORD shall perform such cleaning and charge TENANT in accordance with Section 1 above. TENANT further agrees that at the termination of this lease, by lapse of time or otherwise, to yield up immediate possession of the premises to LANDLORD and failing to do so, to pay as liquidated damages of **\$500**; but the provisions of this paragraph shall not be held as a waiver by said LANDLORD of any right of reentry hereinafter set forth; nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmance of the tenancy, operate as a waiver of the right to forfeit this lease and the term herein. Also the failure to yield up immediate possession upon such lapse shall constitute a forcible detainer.

18. **COMMON AREAS:** Common areas are defined as: Any area shared by all TENANTS of the facilities. Common areas include, but are not limited to, recreation facilities, outdoor space, parking, landscaping, fences, elevators, laundry rooms, hallways, lobbies, trash rooms, loading docks, access alleys, and all other jointly used space.

USE OF COMMON AREAS: Use of common areas within the property shall be governed by the rules and regulations listed below and any and all Policies posted in the facilities. All such common areas shall be used at the risk of TENANT and TENANT's family and guests. No guest or invitee shall be permitted within the facilities unless TENANT is also present. Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the property

In order to use facilities, TENANT agrees that:

- TENANT shall not permit any guests or invitees to use FACILITIES without TENANT present;
- TENANT shall use FACILITIES in a prudent manner, consistent with the customary residential use of the FACILITIES;
- TENANT shall not use FACILITIES in a manner which is offensive or dangerous to TENANT or any users of FACILITIES;
- TENANT will follow policies as established by LANDLORD in connection with the operation of FACILITIES;
- LANDLORD shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
- LANDLORD does not provide attendants or supervision of any kind for FACILITIES;
- LANDLORD has made no representation (i) that LANDLORD'S representatives have any expertise in the operation of FACILITIES, (ii) that Facilities are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and
- USE OF FACILITIES BY TENANT SHALL BE WHOLLY AT TENANT'S OWN RISK.

In connection with TENANT's use of Facilities, TENANT is responsible for:

- Payment for damages or costs to LANDLORD from any claim based upon the acts of TENANT or occupant or TENANT'S guests or invitees or any other individuals whom are prohibited from using the FACILITIES without TENANT present; and
  - The legal costs of defending LANDLORD if any claim is made against LANDLORD because of the acts of TENANT or OCCUPANT, TENANT'S guests or invitees whom are prohibited from using FACILITIES without TENANT present. LANDLORD has the right to choose the attorney who will represent LANDLORD.
19. **MANAGEMENT-INSURANCE CARRIER:** Campus Investors IS, LLC D/B/A Campustown Property Management is responsible for managing the leased premises. Their office is at 200 Stanton Avenue Suite 101 Ames, Iowa 50014. Their telephone number is 515-598-9000. The independent insurance carrier handling the insurance on the PROPERTY is State Farm Insurance and their address is 101 Main Street, Ames IA 50010. Their telephone number is 515-232-0030.
20. **DEFAULT:** If TENANT should fail to make any payment due as required herein in a timely fashion or should breach any of the other covenants or agreements herein contained to be kept by TENANT or TENANT's assigns, then TENANT shall be in default of this lease agreement. Default shall include if TENANT materially misrepresents or does not accurately complete any provision of a rental application form required by LANDLORD or fails to complete all rental requirements including but not limited to securing a parental guarantee. Default shall also include if at any time during the course of the lease, there shall be filed by or against the TENANT in any court a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a portion of the property of the TENANT, or if the TENANT makes an assignment for the benefit of his creditors. Any default by TENANT of this agreement shall entitle the LANDLORD to all of the rights, benefits, and remedies available pursuant to law, including but not limited to the right to terminate TENANT's possession, to terminate this Agreement or any Agreement incorporated herein, to recover actual damages, seek specific performance, as well as the rights and remedies described specifically in this Agreement. In describing LANDLORD's remedies in the event of a default, it is the parties' intent that these remedies shall be cumulative and not exclusive.
21. **TERMINATION FOR CLEAR AND PRESENT DANGER:** If TENANT creates or maintains a threat constituting a clear and present danger to the health or safety of other TENANTS, LANDLORD, or LANDLORD's employees or agents, then LANDLORD shall have the right to recover possession of the leased premises pursuant to the provisions of the Iowa Uniform Residential LANDLORD and TENANT Act. A "clear and present danger shall include, but is not limited to, any of the following activities of TENANT or any person at the leased premises with the consent of TENANT:
- Physical assault or the threat of physical assault.
  - Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
  - Possession of a controlled substance.
  - Other acts deemed inappropriate as determined by LANDLORD.
  - Unlawful use of premises.
22. **ENDING THE LEASE EARLY:** This LEASE may not be ended early unless it is agreed to in writing by both LANDLORD and TENANT and a new TENANT (approved by LANDLORD) is found to replace the leaseholder. LANDLORD has no obligation to end this LEASE early. If LANDLORD agrees to end the LEASE early, a charge will apply and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.
23. **UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE:** TENANT will be liable for a re-letting charge of 85% of the highest monthly RENT in addition to all RENT, fees, and other charges due during the LEASE contract term if TENANT:
- fails to move in, or fails to give written move-out notice
  - moves out without paying RENT in full for the entire Lease Contract term or renewal period; or
  - moves out at LANDLORD'S demand because of TENANT'S default; or
  - is judicially evicted.
24. **NOT A RELEASE:** The re-letting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of LANDLORD'S damages; that is, LANDLORD'S time, effort and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing UNITS, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. TENANT agrees that the re-letting charge is a reasonable estimate of such damages and that the charge is due whether or not LANDLORD'S re-letting attempts succeed. The re-letting charge does not release TENANT from continued liability for: future or past-due RENT; charges for cleaning, repairing, repainting, unreturned keys, or other sums due. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges. LANDLORD will inspect the UNIT after TENANT vacates to assess damages and make any necessary repairs to the unit before the replacement TENANT moves in. The payment for these repairs must be received by LANDLORD before the LEASE is considered fully executed.
25. **ABANDONED PERSONAL PROPERTY:** Any personal property at the leased premises after termination of this lease agreement shall be deemed abandoned by TENANT and LANDLORD shall have no responsibility therefore whatsoever. In the event that LANDLORD holds the property for any period of time following the termination of this lease agreement, TENANT shall pay LANDLORD all expenses incurred in connection with the removal of the property from the leased premises and a reasonable storage fee. An "abandonment" shall include, but is not limited to, any of the following:
- a) TENANT's absence from the UNIT for fourteen (14) consecutive days without notice to LANDLORD as provided herein.
  - b) TENANT's surrender to LANDLORD of the keys to the leased premises without other written agreement between the parties.

26. **RIGHT OF RE-ENTRY:** It is expressly agreed between the parties, that if default be made in payment of the rent above reserved, or any portion thereof, or in any of the covenants and agreements herein contained to be kept by TENANT or TENANT's assigns, it shall be lawful for LANDLORD or his legal representatives to enter into or upon said premises, with process of law, and repossess the same; and in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall be due but a demand for refusal or failure to pay at any time on the same day or at any time on a subsequent day, shall be sufficient; and after each such default shall be made, TENANT and all persons in possession under TENANT, shall be deemed guilty of forcible detainer of said premises under the statutes of the State of Iowa. In addition to any other rights which LANDLORD may have pursuant to law, if LANDLORD exercises the foregoing right of re-entry and the leased premises has been abandoned, deserted, or vacated for fourteen (14) days successively, TENANT hereby authorizes LANDLORD and TENANT's agent to re-enter the leased premises, and remove all of TENANT's articles found therein, and proceed to re-rent the leased premises.

The obligation of TENANT to pay the rent specified herein during the full term of the lease, or any extension of this lease or any holdover tenancy, shall not be deemed to be waived, released or terminated by the service of any three day notice, demand for possession, notice that the tenancy herein stated will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of TENANT's right to possession of the demised premises. It is further agreed by the parties hereto, that after service of the notice or the commencement of a suit or after final judgment for possession of the premises, LANDLORD may receive and collect any rent due, and payment of said rent shall not waive or affect said notice, said suit, or said judgment.

27. **LOSS BY FIRE:** TENANT agrees that in case the premises shall be rendered untenable by fire or other causality, LANDLORD may at the LANDLORD's option, terminate this lease agreement or repair said premises within (30) days. If LANDLORD does not repair said premises within said period, or if the PROPERTY containing said premises is wholly destroyed, then the term hereby created shall cease and terminate. LANDLORD agrees to give written notices of its intent to repair the leased premises not later than (14) days following the fire or other causality damaging the leased premises. If the fire was caused by the actions or negligence of the TENANT, the TENANT agrees to indemnify the LANDLORD for all of LANDLORD's damages, including but not limited to damage to the PROPERTY or other improvements, but also the LANDLORD's loss of rent from other UNIT(s) and adjacent LANDLORD owned or managed property damaged in the fire for a period of not more than twelve months. TENANT shall indemnify LANDLORD for all damage or injuries suffered by LANDLORD which were caused or contributed to in whole or in part by any act or omission of TENANT or TENANT's invitees or guests resulting in fire or fire related damage to LANDLORD's premises, including but not limited to damages for loss of income from LANDLORD's UNITS or other property, other than that leased to TENANT, if such other UNITS were damaged by such fire. Rent paid by TENANT is not to be considered as a contribution to any insurance coverage premium paid by LANDLORD to an insurer providing coverage to LANDLORD for damage by fire to LANDLORD's premises leased to TENANT.
28. **PLURAL SUCCESSORS:** The words LANDLORD and TENANT whenever herein occurring and used shall be construed to mean "LANDLORDS" and "TENANTS" in case more than one person constitutes either party to the lease; and all the covenants herein contained shall be binding upon and inure to their respective successors, heirs, executors, administrators and assigns and shall be his/her or their attorney or agent.
29. **WAIVER OF DEFAULT:** No failure on the part of LANDLORD to enforce any rights accruing to LANDLORD because of any default of TENANT in failing to perform promptly any of the provisions hereof, no matter how many times such failure to enforce such right may be waived by LANDLORD, shall operate as a waiver of any of the provisions of this lease, but the LANDLORD may at any time omit to take advantage of or waive any default in any of the provisions hereof without prejudice to LANDLORD's right to enforce each and all of the provisions of this lease with reference to other or subsequent defaults.
30. **SEVERABILITY:** If any clause, phrase, provision, portion of this lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such events shall not affect, impair, or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or any portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
31. **WRITTEN CHANGES TO THE LEASE:** All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings between the parties. Any changes to this LEASE require writing and signature by LANDLORD and TENANT, or written notice delivered to TENANT 30 days prior to LEASE change effective date. Neither LANDLORD nor any of LANDLORD'S representatives have the authority to make any oral promises, representations or agreements. This lease contract is the entire agreement between LANDLORD and TENANT. LANDLORD'S representatives have no authority to waive, amend, or terminate this lease contract or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on LANDLORD or LANDLORD'S representatives unless in writing.
32. **LEAD BASED PAINT:** If applicable, TENANT acknowledges receipt of the Lead Based Paint Disclosure. \_\_\_\_\_

## RULES AND REGULATIONS

The following RULES AND REGULATIONS are a binding part of TENANT'S LEASE. LANDLORD provides these RULES AND REGULATIONS for TENANT'S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT or TENANT'S guest constitutes a violation of this LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under this LEASE and provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in this LEASE.

TENANT Accountability: The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: A private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the community, fines, eviction or criminal and/or civil prosecution.

### Violations of these RULES AND REGULATIONS will result in tenant fines as follows:

FIRST:	A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.
SECOND:	A \$250 charge will be assessed against the TENANT.
THIRD:	A \$500 charge will be assessed against the TENANT.
FOURTH:	Possible Eviction

Fines are never split amongst TENANTS but are assessed to the entire UNIT for a violation of the RULES AND REGULATIONS. The fines above may be increased at Manager's discretion and manager may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should manager reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS OFF BALCONIES OR FROM WINDOWS, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING CARRY AN IMMEDIATE \$1000 FINE AND POSSIBLE EVICTION. Fines will double and/or result in eviction in the event the TENANT is found to have lied to or deceived the LANDLORD when discussing the details of a lease violation.

BALCONIES AND PATIOS: Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT without written permission from the Landlord. LANDLORD reserves the right to withhold permission for any

reason deemed acceptable to LANDLORD. They are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills and patio torches are strictly prohibited on balconies and patios by City of Ames ordinance. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at TENANT'S sole expense. There will be a \$100 fine for each bag of trash for small debris removed from the balcony and \$100 per large item that requires removal from the balcony. The TENANT further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire UNIT. Balconies that are shared will split any fines or disciplinary actions for violations of balcony rules, unless the unit at fault admits guilt.**

Throwing objects from balconies or windows is strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to Iowa State University. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

SECURITY CAMERAS: The common areas or certain parts of the common areas of the PROPERTY may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Iowa statutes and legal action by LANDLORD. No cameras exist in any restroom or tanning bed room. These common areas are the only areas, besides the UNIT, on the PROPERTY where there is a reasonable expectation of privacy.

TENANT acknowledges he or she is financially and legally responsible for guests' behavior both in the residential UNIT and PROPERTY common areas and that the behavior of guests may result in fines and or eviction.

Possession of any weapon and/or ammunition is prohibited. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile or replica weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols, B.B. guns, and paintball guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons

**NO SMOKING:** Smoking is strictly prohibited in the UNIT, all amenity areas, and common areas. Any resident found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Violations of this policy will result in fines as follows: First: A \$250 charge will be assessed against the TENANT. Second: \$500 charge will be assessed against the TENANT. Third: Eviction

Smoking, drinking and/or loitering or allowing guests to do the same in PROPERTY common areas is strictly prohibited.

TENANT agrees not to paint or decorate the walls floors or woodwork in the leased premises; agrees not to change the location of the telephone or cablevision, agrees not to make any repairs, alterations, whatsoever, agrees not to add any shelves, cupboards, doors, etc. without the written permission and supervision of LANDLORD; and agrees not to remove any of LANDLORD's furniture or fixtures.

TRASH AND TRASH CHUTE: TENANT must dispose of all trash in the proper bins in various collection areas on the PROPERTY. If property is equipped with a Trash Chute available to TENANT, then TENANT must use the Trash Chute to dispose of all waste. **TENANT may NOT leave trash around the outside of TENANT'S UNIT or on the PROPERTY for ANY LENGTH OF TIME.** LANDLORD will impose a fine of \$100 per bag or item for violation of this policy as well as for any littering by TENANT or TENANT'S guests. TENANT agrees to bag all trash entering the garbage chute in accordance with applicable garbage and recycling principles followed in the building. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the chute. TENANT shall be liable for any damages caused by violation of this rule.

LANDLORD shall have the right, by his agents or representatives, to enter the leased premises to examine the same, to make such repairs, alterations or pest control treatment as may be deemed necessary for the safety and preservation thereof. TENANT(s) request for service will constitute permission to enter the leased premises. LANDLORD shall provide 24 hour notice via email or telephone to show the leased premises to persons wishing to lease the same. The LANDLORD may enter the common area of the premises to show the unoccupied bedroom and common areas to leasing prospects without notice to the TENANT. LANDLORD does agree to respect TENANT's right to privacy. Noncompliance with the police department and or the Campustown Staff is considered a material breach of this lease. Noncompliance due to noise or lifesafety give right or entry to Campustown staff and/or police department.

Pictures may be hung from the painted walls only by means of thumb tacks. Adhesive fasteners, nails, tape, screws, and anchors shall not be used.

The above-described UNIT is to be occupied by only those persons whose names appear hereon as TENANT. *The failure to comply with the aforementioned sentence shall be deemed a material breach of the UNIT lease and in addition to any other remedy allowed in this lease, shall subject the TENANT to a monetary fine as reasonably determined by LANDLORD and/or eviction.*

**WINDOWS, DOORS & WINDOW COVERINGS:** Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a UNIT, or displayed on the inside of UNIT so as to be visible from the outside of UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT. If TENANT leaves the UNIT for one or more days in freezing weather, TENANT shall leave the heating system operational with the thermostat at a setting no less than 55 degrees and notify the office that the UNIT will be vacant. TENANT shall be liable for any damage caused by freezing water pipes by failing to comply with this regulation.

Waterbeds are not permitted on the premises.

TENANT agrees that no thread, string or rags, sanitary napkins, fruit parings or rubbish of any kind, will be allowed to enter the drainage, toilet or waste pipes, and the TENANT agrees to pay all damage or expenses incurred by such neglect.

TENANT agrees to not store personal belongings in mechanical closets that contain the water heater, and or furnaces. TENANT further agrees to keep return air vents clean and free and clear of obstructions.

TENANT, on behalf of TENANT and TENANT's guests and invitees, agrees to use and occupy the leased premises in strict accordance with the laws, regulations and ordinances of the City of Ames Iowa, and if applicable, Iowa State University, including specifically those laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this regulation shall be a material breach of this lease. Neither TENANTs nor TENANT's guests and invitees may possess or attempt to possess anywhere within or on the leased premises alcoholic liquor in "**KEG**" packaging, without further obtaining the *prior written permission of LANDLORD*. LANDLORD reserves the right to withhold permission for any reason deemed acceptable to LANDLORD.

NO SOLICITATION OR DISTRIBUTION OF MATERIALS: TENANT(S) may not distribute, post or hang any signs or notices in any portion of the PROPERTY, without written approval from LANDLORD. Solicitation shall not be permitted at the PROPERTY, either by TENANT or others.

TENANT agrees to provide LANDLORD with a valid email address for purposes of receiving any notice from LANDLORD. Any notices sent from LANDLORD by email shall be considered valid and effective upon transmission to the last such email address provided by TENANT. TENANT is responsible to provide LANDLORD with his/her current email address during the term of the Lease.

**LOCKS AND KEYS:** Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. LANDLORD must have keys to all changed locks. All keys and, if applicable, gate cards and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs plus a 15% administrative fee.

If TENANT finds it necessary to have authorized personnel unlock UNIT or Bedroom, a \$20.00 fee will apply, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the BUILDING entry door (if applicable), one key to UNIT entry door, one key to the Bedroom (if applicable), and one key to the mailbox (if applicable). TENANT will be charged \$50.00 per lost Bedroom key, \$50.00 per lost apartment key, \$30.00 per lost mailbox key, and \$75.00 per gate remote or key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key. Each TENANT may only possess one UNIT entry door key; therefore, if the UNIT entry door key is lost and TENANT requires a replacement or not returned at the termination of the lease, the locks will be changed and TENANT will be charged \$75.00 per lock for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made of such nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.

**UTILITIES:** TENANT must keep all utilities to the UNIT active; TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep UNIT heated to at least 55 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, TENANT must keep UNIT cooled to a temperature no higher than 85 degrees. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements. TENANT will put utilities in TENANT'S name on prior to move in. TENANT must bring proof that utilities are in TENANT'S name prior to key check out. TENANT will be responsible for starting gas service in UNIT.

**STAFF COMPLIANCE:** TENANTS are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this LEASE or by law, shall subject TENANT to an immediate fine of up to \$1,000 and/or eviction.

**ALCOHOL, DRUGS, STOLEN PROPERTY:** The decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances

Consumption of alcohol must be in compliance with all federal, state, and local laws. **Open alcohol is not permitted in common areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobbies, common areas, or parking garages.**

LANDLORD or its agents may make periodic inspections of TENANT'S UNIT in order to ascertain any physical problems and also to ensure that LANDLORD'S property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and TENANTS of UNIT may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. TENANT(S) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the LANDLORD'S discretion.

TENANT, on behalf of TENANT and TENANT'S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of Iowa, the City of Ames, and Iowa State University. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in LEASE or at law

**PLUMBING AND GARBAGE DISPOSAL:** Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

YOU are responsible for unclogging your disposal, sinks and commodes. Please make a first attempt by using Liquid Draino and plunger before contacting our maintenance staff. You will be charged should they make a service call and find that you were negligent.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense occurred.

**FURNITURE:** If UNIT is furnished by LANDLORD, TENANT may not remove any furniture, equipment or appliances from UNIT.

**CONDITION OF THE UNIT AND ALTERATIONS:** TENANT accepts UNIT, fixtures, and furniture as is. LANDLORD disclaims all express and implied warranties. TENANT will be given a Move-In Condition Form at the time of move-in. Within 48 hours after move-in, TENANT must sign and note on the form all defects or damage and return it to LANDLORD. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside UNIT; after 30 days, TENANT will replace them at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. **FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE BULB. BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.**

TENANT must use customary diligence in maintaining UNIT and not damaging or littering the common areas. Unless authorized by statute or by us in writing TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter LANDLORD'S property. No holes or stickers are allowed inside or outside UNIT. LANDLORD. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

No painting is allowed in UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. In addition, no holes of any kind are permitted on any room or interior door. All window coverings must be approved by LANDLORD. LANDLORD may enter UNIT to remove, without notice, any unapproved window coverings. Any and all repairs needed within TENANT'S room and UNIT and other areas must be performed only by authorized maintenance personnel. TENANT(S) will be charged for the repair of any damage for which TENANT or TENANT'S guests are responsible.

TENANT may not install any wiring within UNIT. Absolutely no holes may be drilled within UNIT by TENANT - including without limitation outside or inside walls, roof, windows, or balcony railings. TENANT may not store anything in closets where gas appliances, or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted outside the UNIT entry door.

TENANT'S improvements to UNIT (whether or not LANDLORD consents) become LANDLORD'S unless LANDLORD agrees otherwise in writing. LANDLORD shall have the right to immediately dispose of all TENANT'S belongings that remain in the UNIT after the termination of the lease term. The LANDLORD shall have no obligation to notify the TENANT regarding the disposal of personal belongings left in the UNIT after the lease termination.

**TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.**

A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT. Charges for damages may occur at any time during the LEASE TERM.

**MAIL:** The mailbox is to be used jointly by all the tenants assigned to TENANT'S UNIT. Packages may be received at the office. However, **LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.** If TENANT decides to have packages dropped at the office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages all tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at anytime, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

**GUESTS / DELIVERIES:** TENANT'S guests must abide by these RULES AND REGULATIONS. As host, TENANT is held accountable and is responsible for the conduct of TENANT'S guests at all times. All guests entering the building must be registered through LANDLORD'S guest registry system (if applicable) and have a valid photo ID. LANDLORD reserves the right to deny any guest access to the PROPERTY for any reason including non-payment of rent by TENANT.

TENANT must notify LANDLORD in writing of any expected guest(s), delivery service, maid service, etc. No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from TENANT.

LANDLORD acknowledges the right of TENANT to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from LANDLORD. TENANT will be charged \$50 per night and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. TENANT will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this LEASE.

Guests become the responsibility of TENANT once they enter the building. From the time the guest enters the building until he/she reaches an apartment, they are the guest of the TENANT who submitted their name to the guest registry system. At the time a guest enters an apartment, the TENANTS of that apartment gain responsibility for the guest.

TENANT will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the UNIT. TENANT is responsible for the actions of TENANT'S guests at all times while guests are on the PROPERTY or in any UNIT. LANDLORD may exclude guests or others who, in LANDLORD'S judgment, have been violating the law, violating this LEASE or any property rules, or disturbing other tenants, neighbors, visitors, or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest. TENANT'S failure to comply with LANDLORD'S request of exclusion of a guest will result in eviction of TENANT. ALL TENANTS AND TENANT'S GUESTS OF CAMPUSTOWN PROPERTIES MUST CARRY A GOVERNMENT ISSUED PHOTO IDENTIFICATION CARD AT ALL TIMES.

**NOISE:** TENANT, members of TENANT'S family, and guests shall at all times maintain order in UNIT and at all places on the PROPERTY, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to fine TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD or LANDLORD'S representative immediately. TENANT waives all rights to privacy when noise coming from UNIT is so loud that TENANT is unable to hear LANDLORD knock. LANDLORD may enter unit to lower or eliminate noise levels.

TENANT will be found in violation of this LEASE and will be subject to fines and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.

If TENANT does not answer the door for police, security, and/or Campustown staff, TENANT will be subject to an immediate fine \$250 and will be considered in default of the lease agreement.

**HAZARDOUS MATERIALS:** TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

**FIRE SAFETY :** Immediately call 911 in the event of a fire emergency.

LANDLORD shall furnish smoke detectors in good working order, when TENANT first takes possession. TENANT must immediately report smoke detector malfunctions to LANDLORD. Neither TENANT nor others may disable smoke detectors. If TENANT disconnects or intentionally damages the smoke detector or does not replace batteries as needed, TENANT may be liable to LANDLORD for necessary damages as stated in Iowa statutes. If TENANT disables or damages the smoke detector or fails to report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fines from fire, smoke, or water. TENANT is responsible for the cost of battery replacement for the smoke detectors.

TENANT agrees:

- a. to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detectors in UNIT;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in anyway related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If TENANT'S UNIT contains an overhead sprinkler system, TENANT must take care not to unintentionally trigger the overhead sprinkler system in TENANT'S UNIT. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a

total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of such situations. Tampering with fire extinguishers and/or pull stations is strictly prohibited.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within UNIT or any area of the PROPERTY. Neither LANDLORD nor Management Company will be responsible for any damage resulting from the use of such items.

**VEHICLES/PARKING:** TENANTS and/or guests are not permitted to park in garaged parking spaces unless assigned by LANDLORD.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

If LANDLORD provides TENANT with a vehicle identification tag, it must be displayed in the front windshield (hanging visibly from rearview mirror) of TENANT'S vehicle at all times (if applicable). TENANT must return TENANT'S vehicle identification tag when TENANT moves out.

TENANT may not repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the PROPERTY.

Vehicles in use on the PROPERTY may not exceed a speed of 10 miles per hour.

If LANDLORD designates certain parking areas within the PROPERTY as TENANT Only Parking or Guest Only Parking, TENANT acknowledges that TENANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current parking contract or former tenant who has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenant(s).

TENANT(S) should call the designated towing company or management office to report a parking violation. The management office may notify the towing company, who will tow the vehicle, if any of the following situations exist:

- a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
- b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
- c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
- d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT must park inside designated gate(s).

**PROPERTY GATES:** TENANT agrees as follows:

- a. If LANDLORD has furnished gate(s) on the Property for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
- b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE; and
- c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
- d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
- e. Entering through an exit gate is prohibited and could cause severe tire damage.

**EXPRESS WAIVER OF WARRANTY:**

- a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the gate(s).
- b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, TENANT'S family, guests, or other occupants of UNIT.
- c. LANDLORD is not and shall not become liable to TENANT, TENANT'S family, guests or other occupants for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD is not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Neither LANDLORD nor LANDLORD'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, TENANT'S family, guests and the other occupants, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, or any of LANDLORD'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s). This is an express covenant not to sue and TENANT releases LANDLORD, LANDLORD'S agents, contractors, employees, and representatives, their heirs, and successors from any and all liability connected with the gate(s).
- d. TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.
- e. TENANT is advised that the elevator(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the elevator(s).

**WEAPONS:** Possession of any weapon or ammunition is prohibited unless authorized by the law. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

**HARASSMENT:** Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors can lead to disciplinary action.

PHOTOGRAPHS: TENANT hereby gives LANDLORD permission to take photographs of the interior of their unit and during LANDLORD hosted functions or activities which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes.

VANDALISM: Vandalism of UNIT and/or PROPERTY (with reference to both the room, unit, and all common areas) will not be tolerated and will result in an immediate fine of \$100 in addition to the costs of repair to the vandalized property being passed on to TENANT.

USE OF UNIT: TENANT shall use UNIT for residential purposes only. TENANT shall not use UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy UNIT and PROPERTY in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

SERVICE REQUESTS: LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (TENANT(S) will be charged if LANDLORD responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation (515-509-1256). The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first Call 911 in case of fire and other life-threatening situations.**

MODIFICATION OF RULES AND REGULATIONS: TENANT and TENANT'S guests will be required to comply with all of the requirements set forth in these RULES AND REGULATIONS. LANDLORD has the right to change these RULES AND REGULATIONS from time to time, as LANDLORD deems necessary. Any changes to these RULES AND REGULATIONS will be effective and will become part of the LEASE once they have been delivered to TENANT or posted in a public area of the PROPERTY used for such purposes. TENANT is responsible for TENANT'S guest's compliance with all of these RULES AND REGULATIONS. Neither Management nor LANDLORD will be responsible to TENANT if LANDLORD fails to cause compliance by any person with these RULES AND REGULATIONS.

IN CONSIDERATION OF the mutual covenants herein stated, LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD the above described premises upon the terms and conditions hereinbefore stated, each of the undersigned TENANTs being jointly and severally liable hereunder.

*IN WITNESS WHEREOF, the parties here unto set their hands, this \_\_\_\_\_ . By signing below the TENANT acknowledges that the terms, covenants and rules of this lease are understood, especially those in bold and italic print. The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.*

\_\_\_\_\_  
LANDLORD

Print: \_\_\_\_\_

Sign: \_\_\_\_\_