

# RENTAL AGREEMENT

Landlord: \_\_\_\_\_ Apartment \_\_\_\_\_

Tenant(s): \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ by and between the above Landlord and Tenant, upon the following terms and conditions:

- TERM.** The initial term of this Agreement shall be from the \_\_\_\_\_ day of \_\_\_\_\_, to and including the \_\_\_\_\_ day of \_\_\_\_\_, and thereafter the term of this Agreement shall be on a month to month basis (tenancy at will), with either party required to give a 30 day written notice. Notice must be received by the Landlord/Agent on or before the first day of the month to vacate 30 days thereafter.
- RENT.** The monthly rental shall be \$ \_\_\_\_\_ and shall be due on the first day of each month. If occupancy begins on any day other than the first day of a calendar month, the first month's rent will be pro-rated on a daily basis (30 days per month) to the last day of the current month. Rents, including garage rents, received after the 4<sup>th</sup> of the month will be assessed a \$25.00 late fee. There will a \$25.00 charge for all returned checks.
- SECURITY DEPOSIT.** An initial payment of \$ \_\_\_\_\_ is required in addition to the first month's rent. The balance of the initial payment shall be the security deposit retained by the Landlord, in trust, to secure the performance of this Agreement and shall be subject to be refunded by Landlord to Tenant pursuant to provisions of the Uniform Residential Landlord Tenant Act. Tenant shall not apply the security deposit to the last month's rent. The refundable portion of the security deposit will be remitted to the forwarding address provided by Tenant if the Tenant has complied with the terms of this Agreement, and upon vacating Landlord's inspection reveals, in Landlord's opinion, the following: a) that there has been no damage beyond normal wear and tear; b) the entire apartment including range, refrigerator, bathrooms and cupboards, is clean and the refrigerator is defrosted; c) the keys are returned to Landlord; and d) Tenant's utility charges have been paid.
- NOTICE TO VACATE.** The term of this lease must have expired and a full thirty (30) day written notice to vacate must be received by Landlord/Agent on or before the first day of the month to vacate thirty (30) days thereafter.
- USE – ABSENCES.** Tenant agrees to use the premises as a personal residence only. Tenant shall notify Landlord of any anticipated extended absence from the premises no later than the first day of the extended absence. Motor vehicles cannot be worked on at anytime on the property for any reason.
- UTILITIES.** Tenant agrees to arrange for and to pay for the utilities checked below. Tenant acknowledges that Landlord or the person authorized to enter into this Agreement on Landlord's behalf, has fully explained to tenant the charges and services to be paid directly to the utility company.  
\_\_\_\_\_ Electricity, \_\_\_\_\_ Gas, \_\_\_\_\_ Water, \_\_\_\_\_ Garbage, \_\_\_\_\_ Other.
- MANAGER.** Manager, whose name and address is provided below, is the person designated by Landlord to manage the premises, collect rents, and to enforce all rights and perform all obligations on behalf of the Landlord. Contact your property manager \_\_\_\_\_ or the office: 506 So. 7<sup>th</sup> Street, Suite 1, Council Bluffs, Iowa, 51501. PH: 712-322-5535 / Fax: 712-323-1090.
- ASSIGNMENT, SUBLETTING AND ADDITIONAL TENANTS.** The Tenant shall not assign, sublet, or permit additional persons to occupy the premises without the written consent of the Landlord. Visitors staying longer than 2 days must get approval from Managers before visitors arrive.
- NON-PAYMENT OF RENT.** Rent is due on the first day of each month. If rent is unpaid when due and Tenant fails to pay the rent within 3 days after Notice to Pay Past Rent Due, then this Rental Agreement will be terminated by Landlord. The partial payment of rent by Tenant shall not be deemed as a waiver by Landlord of the right to terminate this Agreement and commence eviction proceedings on account of the unpaid balance of the rent due.
- EARLY REMOVAL AND OTHER VIOLATIONS.** Upon Tenants removal from the premises prior to the expiration of this Agreement, Landlord shall commence proceedings to collect the last rents and expenses incurred by Landlord in re-renting the premises. If Tenant violates this Rental Agreement, the 'Rules and Regulations', or any duty imposed by the Uniform Residential Landlord Tenant Act, Landlord shall enforce all remedies as provided in such Uniform Residential Landlord Tenant Act.
- ATTORNEYS' FEES.** Tenant shall pay all reasonable attorneys' fees and costs incurred by Landlord in case of any action, or in any proceedings in any Court, or possession of the premises, to collect any sums payable, or for damages resulting from Tenant's breach of the terms and conditions of this Agreement or of the Uniform Residential Landlord Tenant Act, unless such fees are prohibited by such act.
- ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors, provided, however, that Landlord may enter the dwelling unit without Tenant's consent in case of emergency and as otherwise provided in the Uniform Residential Landlord Tenant Act. In the event that Tenant unreasonably withholds consent to Landlord to enter the premises, Landlord may terminate this Agreement.
- INDEMNITY AND INSURANCE.** Tenant shall indemnify and hold Landlord harmless for consequential or incidental damage or injury which may be sustained by the Tenant from breakage, leakage, or obstruction of pipes, and from latent defects not known to Landlord. Landlord recommends that Tenant obtain a "Tenant Policy" to insure against damage to personal property, vandalism, theft, personal liability and the like.
- PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition. In the event that the condition changes so that, in Tenant's opinion, the habitability of the premises is affected, then Tenant shall promptly give written notice to Landlord.
- RULES AND REGULATIONS.** Tenant hereby acknowledges receipt of landlord's "Rules and Regulations", which by this reference are made a part of this Rental Agreement. Tenant agrees to comply with such "Rules and Regulations" and with any additions or amendments adopted by Landlord, which will be conspicuously posted on the premises. Tenant understands that failure to comply with the "Rules and Regulations" or any other provision thereof will result in termination of this Agreement. The Manager shall be the arbiter with respect to the interpretation and compliance with the "Rules and Regulations."
- ALTERATIONS AND IMPROVMENTS.** Tenant shall make no alteration or improvement to the premises (including painting) without the prior written consent of the Landlord. Any mini -blinds, shades, showers, etc. installed within unit will remain in unit upon vacating of unit.
- PETS.** No Pets. All pets will need to be approved by Landlord and a pet deposit of \$ \_\_\_\_\_.
- JOINT AND SEVERAL LIABILITY.** Tenant acknowledges that where two or more Tenants join in the execution of this Agreement, each Tenant shall be jointly and severally bound to the terms and conditions of this Agreement.

Name(s) of people occupying unit: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(LANDLORD/MANAGER)

**SEE ATTACHED ADDENDUM!!**

\_\_\_\_\_  
TENANT(S)

\_\_\_\_\_  
TENANT(S)