

CEDAR VALLEY PROPERTY MANAGEMENT -- LEASE AGREEMENT

(319) 404-9095 – TIMOTHY.HOEKSTRA@GMAIL.COM

ADDRESS: _____ Cedar Falls, IA 50613

TENANTS: _____

1. **RENT & TERM:** For the sum of \$_____ for a maximum of 4 tenants executing a lease (plus \$10.00 per day penalty charged after the 1st of each month) each 1st of each month (PAYABLE IN ADVANCE) we agree to rent subject property (for sole purpose of residence) for the period commencing at _____ on _____, and ending at 12:00 noon on _____. Monthly rent will be prorated for any calendar month not covered under the term of the Lease (excluding partial days). A rental deposit of \$_____ is required for the faithful performance of this lease by the Tenant. Landlord retains absolute discretion to assign the apartment units which are subject to this Lease.
2. **RIGHT TO ENTER:** Residents shall allow Landlord, (or his agents' workman) at reasonable hours, to enter the premises to inspect, make repairs or improvements, or show premises to persons desirous of leasing or purchasing. Landlord shall have the right to enter upon said premises (if in good faith he does so), in absence or apparent absence of Residents to meet an emergency.
3. **TERMINATION OF LEASE:** This lease may be terminated by the Landlord for material noncompliance with this agreement by giving Resident seven (7) days notice in writing as provided under the Iowa Code except for failure to pay rent when only three (3) days notice is required under the Iowa Code. (Excerpts Iowa Code)
4. **FIXTURES & IMPROVEMENTS:** When vacating premises, Resident shall leave and surrender to the Landlord all fixtures (fastened to premises), alterations or improvements made by Resident. **No alterations or improvements may be made by Resident without written consent by Landlord.**
5. **PAYMENT FOR DAMAGE:** Resident agrees to pay for damage done to the premises (caused by willful or negligent use by any Resident or by any guest invited or uninvited) which might occur during the course of this rental period; including, but not limited to, woodwork, cabinets, walls, doors, floor coverings, plumbing fixtures, refrigerator, and stove.
6. **QUIET ENJOYMENT AND CONSIDERATION FOR OTHERS:** Resident shall conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises. (Iowa Code)
7. **RULES:** Resident agrees to comply with the following:
 - A. **NO KEGS ALLOWED ON PREMISES, NO LOUD NOISE, AND NO PARTIES WITH EXCESSIVE CROWDS.** (Minimum of \$250.00 fine and/or eviction per occurrence)
 - B. **NO PETS ALLOWED** OF ANY KIND WHATSOEVER. (\$250.00 minimum fine and/or eviction per occurrence.)
 - C. **NO WATERBEDS OR AQUARIUMS ALLOWED.**
 - D. **NO SMOKING IS ALLOWED ANYWHERE INSIDE THE RESIDENCE.** (\$250.00 minimum fine and/or eviction per occurrence.)
 - E. Tenant agrees to pay all costs to end of lease period for which he/she is responsible as shown in "landlord and Tenant Responsibilities" schedule. (see next page)
 - F. Only 1 motor vehicle per tenant allowed on off-street parking
 - G. **IMPORTANT:** Resident to dispose of his garbage in garbage cans and to promptly move same to curbside for pickup and to promptly return can to proper position after pickup. No garbage to be left around the building exterior.
 - H. No bikes, trikes, or motor bikes permitted in the building. (Storage of bikes in basement only during winter months)
 - I. Tenant agrees to provide shower curtain and non-stationary shower curtain rod.
 - J. No nail holes or staples in walls, doors, windows or woodwork or any kind.
 - K. No ceiling hooks, nails or staples allowed in ceilings. Window plastic is not permitted at any time.
 - L. Tenants are hereby informed that Cedar Falls Code prohibits more than 4 occupants on premises.
 - M. **NO LIGHTED CANDLES, HALOGEN LIGHTS, OR BURNING OF INCENSE OR OTHER FLAMMABLE MATERIALS ON THE PROPERTY.**
 - N. Returned check fee of \$45.00 per occurrence will be enforced.
 - O. Substituting of tenants on this lease agreement shall be subject to approval by landlord and shall be charged \$75.00.
 - P. **MODIFICATION OF PROPERTY:** Tenant is not allowed to alter the property in any way including, but not limited to, painting, adding walls, removing doors, adding locks to doors, etc.
 - Q. Tenant(s) agree to pay for cleaning or drains of any and all stoppages except those caused by faulty plumbing, tree roots, or acts of God.
 - R. Resident will be charged for lock-out calls at \$40.00 each call.
 - S. **EXTERIOR PROJECTIONS:** Resident shall not exhibit any sign or advertisement or allow any projection or antenna in or out of the windows or exterior of the building or in any place except as permitted in writing by Landlord.
 - T. Resident shall only use window shades in the windows approved by Landlord.
 - U. **GRILLS:** No charcoal or gas barbecue grills allowed anywhere on the property.
 - V. Landlord makes tenant aware that sleeping in a basement bedroom where no egress window or other exit is provided is not allowed and is in violation of the city of Cedar Falls, Iowa fire safety code.

- W. Utilities must be in tenant's name before move-in date. Failure to abide will result in a \$20.00 administration charge plus the cost of utilities during that time.
- X. Late move-outs, exceeding the move-out date and time stated above will be billed at the rate of \$100 per hour until the unit is vacated and cleaned by tenant
- 8. **CABLE TELEVISION:** Landlord shall provide cable television with approximately 60 channels from CFU or Mediacomm without any additional charge. Cable may be disconnected at Landlord's discretion if tenant is in violation of any terms of this lease agreement. A \$50 penalty will be assessed to re-connect cable.
- 9. **INSURANCE:** Both parties agree to insure or self-insure their own respective interests (including Liability and Personal property). Residents shall not hold Landlord liable for loss or damage to Resident property.
- 10. **INSPECTION OF PREMISES:** Resident has inspected the premises, fixtures and appliances, and acknowledges that they are in a reasonable and acceptable condition of habitability for the intended use, and the rent agreed upon is fair and reasonable in this community for premises in their condition.
- 11. Tim Hoekstra, Property Manager, is authorized to act for owner in receiving any notices or demands.
- 12. **RENTAL DEPOSIT REFUND:** Released to Resident within thirty (30) days (Iowa Code) subject to the following rules: Deficiencies to be deducted from Rental Deposit.
 - A. Full term of lease has expired and all provisions therein complied with.
 - B. Utilities to be paid by Resident to end of lease period.
 - C. No damage to apartment or Landlord-owned contents, beyond normal wear and tear.
 - D. Entire house, including range, refrigerator (defrosted), bathroom, cabinets, etc. are clean.
 - E. All debris, rubbish, and discards removed from premises.
 - F. All keys returned. Keys not returned will be charged at the rate of \$40.00 per key.
 - G. Forwarding address left with Landlord or Representative.
 - H. No part of Rental Deposit shall be used by Resident for payment of any rent due.
 - I. Apartment inspection will be made after the Resident has moved out completely.

13. LANDLORD & RESIDENT RESPONSIBILITIES

<u>SERVICE & APPLIANCES</u>	<u>LANDLORD</u>	<u>RESIDENT</u>
Electricity		XXX
Gas		XXX
Water		XXX
Sewer		XXX
Garbage		XXX
Lawn Mowing		XXX
Snow Removal		XXX
Stove	XXX	
Refrigerator	XXX	
Washer/Dryer	XXX	
Air Conditioning Unit	XXX	
Shrubbery Trimming	XXX	
Interior & Exterior Painting	XXX	
Window Cleaning In & Out		XXX
Light Bulbs		XXX
Furnace filters		XXX
Shower Curtain		XXX

RENTS: PAYABLE EACH FIRST OF EACH MONTH – ONE CHECK PER APARTMENT ONLY

TO: _____

Mail or deliver to: _____ Manager _____ Date _____

THE UNDERSIGNED ACKNOWLEDGES HAVING SUFFICIENT OPPORTUNITY TO READ AND UNDERSTAND THE TERMS OF THIS LEASE AND AGREES TO ABIDE BY THE SAME.

Tenant _____ Date _____ Deposit \$ _____
 Tenant _____ Date _____ Deposit \$ _____
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 Tenant _____ Date _____ Deposit \$ _____

REMARKS: No part of this lease is intended to in any way violate Iowa Code, of the Uniform Residential landlord and Resident Act which was effective 1/1/79. Landlord & Resident shall comply with the provisions of said act. If any provision of this Lease in whole or in part shall prove to be invalid for any reason, such invalidity shall affect the part of such provision which shall be invalid and no other portion or provision of the Lease shall be invalidated