

# TERRACE DRIVE APARTMENTS -- LEASE AGREEMENT

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ADDRESS: \_\_\_\_\_ Terrace Drive \_\_\_\_\_ 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 1<sup>st</sup> of each month) each 1<sup>st</sup> 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 Resident. Landlord retains absolute discretion to assign the apartment units which are subject to this Lease (2603 – 2607 Terrace Drive, Cedar Falls, IA 50613).
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 adult tenant allowed on off-street parking
  - G. **IMPORTANT:** Resident to dispose garbage in dumpsters located at the south end of the parking lot. Garbage **MUST** be bagged and placed **INSIDE** the dumpster – **DO NOT** place garbage outside dumpster (\$50 min fine per occurrence)
  - H. No bikes, trikes, or motor bikes permitted in the building. (Storage of bikes in apartment 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. Management hires professionals to clean the carpet when the tenant vacates, and the charge is deducted from the security deposit.

