

**CAMPUS VIEW APARTMENTS  
RESIDENTIAL RENTAL AGREEMENT**

**SECTION 1**

This Rental Agreement is made by and between CAMPUS VIEW APARTMENTS, "Landlord," and \_\_\_\_\_, "Tenant."

Additional authorized Occupant(s): NONE Tenant

agrees to lease the rented premises from Landlord and to pay the Landlord as rent \$ \_\_\_\_\_ per month, payable by one check only, on the 1<sup>st</sup> day of each month. Rent shall be paid without demand or notice at the address of the Landlord which is P.O. BOX 2384, IOWA CITY, IA 52244 or at such other place as Landlord may direct. Tenant agrees that Tenant does not obtain any rights to park in any parking space except parking space(s) \_\_\_\_\_ at a monthly fee of \$ \_\_\_\_\_. This sum is an additional sum to be added to each monthly rent check for the full term of this Rental Agreement. The term of this Rental Agreement shall commence at \_\_\_\_\_ PM on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, and end at \_\_\_\_\_ PM on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

The address of the rented premises is APT # \_\_\_\_\_.

Tenant agrees to arrange and pay for the following utilities:  Electricity  Gas  Water & Sewer  Trash  Cable TV  Telephone

**JOINT AND SEVERAL LIABILITY:** Each person aged 18 or older who will occupy the rented premises must sign this Rental Agreement as Tenant. If this Rental Agreement is executed by more than one person, each person shall be jointly and severally liable for the entire rent payment, security deposit payment and damages other than normal wear and tear.

**MANAGEMENT DISCLOSURE:** The person (s) designated to manage the rented premises, receive notices, demands and service of process is:

LARRY SVOBODA, BRYAN SVOBODA

**SECTION 2**

**SECURITY DEPOSIT.** At the time of execution of this Rental Agreement, \_\_\_\_\_, tenant shall pay to the Landlord in trust the sum of \$ \_\_\_\_\_ (not to exceed two months rent) as a security deposit for the full and faithful performance by the Tenant of all the terms and conditions of this Rental Agreement. The Landlord shall, within 30 days from the date of termination of the tenancy and receipt of the Tenant's mailing address or delivery instructions, return the rental deposit to the Tenant or furnish to the Tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. Tenant may not use the security deposit as the last month's rent. Any security deposit refund due will be made solely payable to \_\_\_\_\_.

**Other tenant's initials** \_\_\_\_\_

**SECTION 3**

1. **AGREED REPAIRS** As a precondition of this Rental Agreement, the Landlord agrees to make the following alterations or repairs: \_\_\_\_\_ by not later than \_\_\_\_\_.
2. **LATE PAYMENTS** In accordance with Section 535.2, Subsection 7, Code of Iowa, a late payment fee of up to \$10.00 per day for the first 4 days after rent is due shall be charged to the Tenant unless prior arrangements have been made. Payment of rent postmarked on or after the due date for rent and checks returned by the Tenant's bank will be considered late rent payment.
3. **AUTHORIZED OCCUPANCY** Occupancy of the rented premises shall be limited to the individuals named on this Rental Agreement as Tenant or as Additional Authorized Occupants.
4. **KEYS** Landlord will charge \$ 10.00 for key replacement plus the cost of the key.
5. **TENANT INSPECTION** Tenant agrees and acknowledges that the rented premises will be inspected by Tenant prior to occupancy and that Tenant will provide Landlord a list of any items which are not acceptable prior to assuming the occupancy and that Landlord will have a minimum of 14 days in which to correct such items. Tenant further agrees and acknowledges that the rent for the rented premises is fair and reasonable. In the event Tenant fails to inspect the rented premises prior to occupancy or fails to provide Landlord with a list of items which are not acceptable prior to occupancy, Tenant hereby accepts the rented premises as is and acknowledges that the rented premises was in a habitable condition at the commencement of this Rental Agreement.
6. **DELAY OF POSSESSION** If Landlord, after making a good faith effort, is unable to deliver possession to Tenant at the beginning of the term, the rent shall be abated on a prorated basis until possession can be delivered, which abated rent shall be accepted by Tenant as full settlement of all damages occasioned by the delay in delivering possession. If possession cannot be given, Tenant may give the Landlord 5 days written notice of the Tenant's election to terminate this Rental agreement, in which event Landlord shall return all prepaid rent and the security deposit.
7. **HOLDING OVER** If Tenant remains in possession after termination of this Rental Agreement, Tenant acknowledges that Landlord may bring an action for possession and Landlord may recover Landlord's damages and reasonable attorney's fees as allowed by the Uniform Residential Landlord Tenant Act.
8. **ABANDONMENT** Abandonment of the rented premises shall be defined as (a) Tenant's absence for fourteen (14) consecutive days without notifying the Landlord or (b) Tenant's absence for seven (7) days combined with actions which indicate abandonment.
9. **RULES** Landlord, from time to time, may adopt rules and regulations for the rented premises concerning Tenant's use and occupancy of the premises. Tenant acknowledges that all existing rules concerning Tenant's use and occupancy of the premises have been furnished to Tenant in writing. Additionally, Landlord may, in the manner provided by law, adopt further or amended written rules concerning Tenant's use and occupancy of the premises and Tenant hereby agrees as a condition to this Rental Agreement to acknowledge receipt of said rules and regulations as they are presented to Tenant.
10. **ACCESS** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the rented premises in order to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the rented premises to prospective or actual purchasers, mortgages, tenants, workmen or contractors; provided, however, that Landlord may enter the rented premises without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. Except in case of emergency or Tenant's consent or if it is impracticable to do so, Landlord shall give Tenant at least twenty-four hours notice of Landlord's intent to enter and enter only at reasonable times.
11. **FIXTURES AND IMPROVEMENTS** Tenant shall make no alterations, additions or improvements, nor attach fixtures, without Landlord's prior written consent. Tenants shall leave upon, and surrender to Landlord, with the rented premises at the termination of this Rental Agreement, all fixtures, including all locks, brackets for curtains and all other fixtures attached to doors, windows or woodwork and all alterations, additions or improvements made by Tenant, without any payment therefore. Tenants may not remove curtains from rods under any circumstances. Tenants may not install ceiling fans under any circumstances.
12. **VACATING PREMISES** Tenant agrees to vacate the rented premises and deliver all keys to the rented premises to Landlord at the end of the term.
13. **ASSIGNMENT AND SUBLETTING** Tenant shall not assign this Rental Agreement, nor sublet the rented premises or any portion thereof, without the prior written consent of Landlord.
14. **TENANT'S RESPONSIBILITY TO INFORM LANDLORD OF DEFECTS** Any defective condition of the rented premises which comes to Tenant's attention shall be reported to Landlord immediately.
15. **INSURANCE - TENANT'S PERSONAL PROPERTY** Tenant shall be responsible for insuring all personal property of Tenant and Tenant acknowledges that Landlord's insurance need not cover Tenant's personal property.
16. **DEFAULT** Tenant shall be in default of this Rental Agreement for failure to timely pay rent or violation of any other provision of this Rental Agreement or the rules attached hereto. In the event of any default, Landlord shall have access to all remedies available under this Rental Agreement or at law.
17. **RESTORATION FEE** Tenant agrees to pay a restoration fee of \$ \_\_\_\_\_ per bedroom for carpet restoration at the end of the Tenant(s) occupancy of the rented premises. This fee may be included into the cost of carpet replacement but this fee does not limit the Tenant's liability for carpet damage.

**Tenant's Initials**

\_\_\_\_\_

- 18. **SMOKE FREE ENVIRONMENT** Tenant agrees that the rented premises and all interior hallways are a smoke free environment. Tenant's and Tenant's visitors violation of this rule will result in Tenant paying for professional smoke odor removal, repainting of walls, and replacement of curtains damaged by smoke. Smoke free environment is extended to exclude the burning of any candles. Tenants smoking outside of the building must deposit cigarettes in containers. Failure to deposit cigarettes in containers will result in barring smoking on the property premises for all tenants.
- 19. **TELEPHONE LINES** Tenant agrees that Landlord will furnish telephone wiring and telephone wall plates only; but Landlord will not be responsible for wiring hookup to telephone wall plate.
- 20. **ENTIRE AGREEMENT** This Rental Agreement, including any addendum, amendment or addition constitutes the entire agreement between the Landlord and Tenant and no statement, representation or promise with regard to this Rental Agreement (including any repairs, alterations, improvements or any change in the term of this Rental Agreement) shall be binding unless set forth in writing and signed by both Landlord and Tenant.

I / We have read and understand the above, and agree to comply with the above.

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Landlord \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_

## RENTAL RULES, REGULATIONS AND RESPONSIBILITIES

### BY SIGNING THIS DOCUMENT OF RENTAL RULES, REGULATIONS, AND RESPONSIBILITIES, TENANT AGREES TO:

1. Comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes.
2. Keep the rented premises clean and safe, in accordance with the city housing code.
3. Dispose of all ashes, rubbish, garbage and other waste bagged in heavy plastic refuse bags.
4. Not to dispose of anything other than human waste and toilet paper in toilet. Tenant agrees to report any defective condition in the rented premises and Tenant agrees to pay for any additional costs incurred by Landlord for Tenant's failure to immediately report to Landlord any defective condition.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the rented premises. Tenant use of extension cords is limited to cords with electrical breakers as specified by applicable city codes.
6. Not to destroy, deface, damage, alter, paint, remodel, impair, or remove a part of the dwelling unit or knowingly permit a person to do so.
7. Conduct himself / herself in a manner that will not disturb his / her neighbor's peaceful enjoyment of his / her premises. Tenants agree **NOT** to host gatherings involving more than 8 visitors, or host gatherings where abuse of the rented premises is involved. This includes any kind of party.
8. Use the highest degree of care in maintaining the rented premises in the same condition as when first rented by the Tenant. Tenant agrees to thoroughly clean all floors, carpeting, bathroom fixtures, and appliances before vacating premises and agrees to pay reasonable cleaning charges for noncompliance. Tenant must own or have access to a vacuum cleaner.
9. Not to litter or damage those areas outside the rented premises owned by the Landlord. Tenants agree not to discard tires, batteries, appliances, television sets, or furniture in or next to the outside refuse containers.
10. Reimburse the Landlord for damages arising out of any acts of Tenant or Tenant's visitors.
11. Utilize sufficient heat so as to prevent freezing of water pipes.
12. Close all doors, windows and storm windows during the heating season. Tenant's failing to do so will pay \$20.00 daily to help pay additional heating costs.
13. Replace light bulbs as they burn out and leave them with the rented premises at the end of the Rental Agreement.
14. Not to add or move telephone and television outlets without the Landlord's consent.
15. Turn off faucets, lights, electric devices, and appliances when not in use.
16. Not to park motor vehicles, trailers, or other equipment on the Landlord's property in any unauthorized area without the Landlord's consent.
17. Not hang any fixtures from the ceiling without the Landlord's consent
18. Not store bicycles in the rented premises. Tenants violating this rule will be charged a \$10.00 daily storage charge fee until the bicycle is removed.
19. Refrain from any unlawful activities in the rented premises. Any unlawful activity is considered a breach of this Rental Agreement and will result in eviction. Proper authorities will also be notified of any unlawful activities.
20. Not use waterbeds. Violation of this rule will result in a \$20.00 charge for water use and Tenant will be directed to remove the waterbed immediately.
21. Limit stay of guests or visitors to less than seven (7) days and nights per month and give written notice to the Landlord of guests or visitors.
22. Test smoke detectors weekly and advise Landlord of any problems. Tenant is responsible for battery replacement and maintenance of the same.
23. Use nails only to hang pictures on wall surfaces. No more than 6 nail holes per wall can be put on any one wall surface. Tenant will be charged one dollar for each excessive nail hole. No object may be hung or attached to any wood surface. Adhesive hangers may not be used on any surface. Noncompliance will result in a \$10.00 charge per adhesive hanger plus any additional cost incurred due to damage done by the use of the adhesive hanger.
24. Landlord's intent not to provide garbage disposals and microwaves. Any garbage disposal or microwave, which ceases to work during this lease period, will be removed without replacement.
25. Not keep pets in the rented premises for any period of time unless approved in writing by Landlord. Tenant will be charged a boarding fee of \$10.00 per day for any pet discovered in the rented premises until such pet is removed.
26. Not store any personal property on the public decks, hallways, on the steps, or attached to the steps. All such property will be considered as abandoned property and such property will be discarded without notice.
27. Not use any open flame devices, candles, kerosene lamps, halogen lamps, space heaters or hazardous waste.
28. Clean fiberglass tubs with non-abrasive cleaners. Rubber suction cup bath mats may not be used in fiberglass tubs.
29. Not to place natural Christmas trees in the rented premises.
30. Not to use such cooking techniques as stir-frying which heats cooking oil to such a high degree to heat so as to vaporize the cooking oil into the atmosphere of the rented premises.
31. Tenants agree not to barbeque on the wooden decks of the rented premises.
32. Not to put celery, carrots, potatoes or non-food items in the garbage disposal. Tenant agrees to pay a service charge of \$25.00 to Landlord to unplug garbage disposals if problem results from carrots, celery, potatoes or non-food items.

**CROSS OUT ONE**  I / WE (have) (have not) received a disclosure of lead based paint.

**BY SIGNING BELOW, I / WE AGREE TO ABIDE BY THE RULES, REGULATIONS AND RESPONSIBILITIES OUTLINED HEREIN IN ADDITION TO THE TERMS OF THE RENTAL AGREEMENT WHICH I / WE HAVE EXECUTED.**

By: Tenant \_\_\_\_\_ Tenant \_\_\_\_\_  
 Tenant \_\_\_\_\_ Tenant \_\_\_\_\_

SIGNED AND RECEIVED ON \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### SUBLET AGREEMENT (Optional at Discretion of Landlord)

If written consent is given, Tenant agrees to pay the sublet fee as stated below. Tenant acknowledges that Tenant retains a reversionary interest in any sublet agreement and Tenant agrees to remain jointly and severally liable for the default of any rent payments by the Sublettee. Sublettee, jointly and severally, agrees to fulfill all of the terms of this Rental Agreement and abide by all of the Rules, Regulations and Responsibilities written above.

Sublet Fee: \$30.00 per tenant Sublet Date (Optional) \_\_\_\_\_  
 Unauthorized Sublet Fee: \$60.00 per tenant

Tenant's Consent	Sublettee's Consent	Landlord's Consent	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____