

RENTAL AGREEMENT
(ONE OR TWO-FAMILY RESIDENCE)

LANDLORD: First Choice Renovations, LLC

LANDLORD ADDRESS: *(for purposes of receipt of rental payments)* _____

TENANT(S): *(print all names)* _____

LEASED PREMISES: *(address)* _____

DATE OF THIS AGREEMENT: _____

MONTHLY RENTAL AMOUNT: \$ _____

SECURITY DEPOSIT: \$ _____ *(Not to Exceed Two Months Rents)*

1. **AGREEMENT – PARTIES.** On the above-noted date, the above-noted landlord (“Landlord”) and the above-noted tenant(s) (jointly, “Tenant”) (together, the “Parties”), agree that Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the above-noted leased premises in accordance with the terms and conditions herein provided. This Rental Agreement is personal to the Tenant(s) named above. All adults occupying the Premises, claiming rights under this Rental Agreement, or having joint and several liability for the Tenant obligations hereunder, must be named above and signatory hereto, unless they are a mere guarantor. Any guarantor must sign a separate guarantee form as a condition of this Rental Agreement.

2. **PREMISES.** This Rental Agreement relates to above-described one- or two-family residence, hereinafter referred to as the “Premises.” If the Premises is a two-family residence, the Premises shall be deemed to include the front, rear, and side yard contiguous to the living unit and any shared driveway and garage; the Premises has independent means of ingress/egress; and the Premises shall be deemed a single-family residence with a party wall shared with another single-family residence.

3. **TERM.**
The duration of this Rental Agreement shall be from: _____, 20____ (“Commencement Date”),
to 5:00 P.M. on the following end date: _____, 20____ (“End Date”).

In the event the above-referenced Commencement Date and End Date are not completed, the duration of this Rental Agreement is to 5:00 P.M. one (1) year from the date of execution of this Rental Agreement.

4. **RENTAL AND PAYMENT TERMS.**
- a. Tenant agrees to pay to Landlord rental in the above-noted amount, per month, in advance, on the first day of each month.
 - b. If the term commences on the first day of the month, a full monthly rent payment is due; if not, the rent payment for any initial, partial month of possession is due pro rata on a per diem basis, according to the actual days of possession, and shall be based on a thirty-day month. Rent shall not be paid in cash, but instead by check or money order only.
 - c. All checks and money orders are to be made payable to the individual or entity name noted above for Landlord. For checks that are dishonored or returned due to non-sufficient funds, Tenant will be charged the Landlord’s actual costs/fees that Landlord incurred, if any, in connection with the dishonored/returned check, in addition to any applicable late fees for untimely rental payments as provided below. Also, in such event, Landlord may, as a condition of tenancy, thereafter require payments in money orders or by certified funds.

d. Rent is due on or before the first day of the month, meaning that the rent check or money order must be received by Landlord at the above-noted address by such due date. Late fees will not be assessed unless full rent is not received by the 3rd day of the month. If any rental payment remains unpaid after the 3rd day of the month, then Landlord will, to the fullest extent allowable by Iowa law, beginning on the following day (i.e., the 4th day of the month), assess one of the two following late fees (depending upon the amount of monthly rent set forth in this Rental Agreement): (a) if the monthly rent is at or below \$700 per month, a late fee of \$12.00 per day will be assessed after the rent due date (i.e., the first day of the month), not to exceed \$60.00 for any given month, or (b) if the monthly rent is greater than \$700 per month, a late fee of \$20.00 per day will be assessed after the rent due date (i.e., the first day of the month), not to exceed \$100.00 for any given month, which will be added to the rent owed by Tenant and will be considered due immediately. The existence of a late fee is not to be construed by the Tenant as preventing Landlord from pursuing remedies for nonpayment provided elsewhere in this Rental Agreement or by the Iowa Uniform Residential Landlord Tenant Act. Further, the existence of a late fee is not to be construed by the Tenant as a waiver of the requirement that the rent installments are due on or before the first day of the month.

5. **UTILITIES DISCLOSURE.** Tenant hereby acknowledges that Landlord or other person authorized to enter into this Rental Agreement on Landlord’s behalf has fully explained to Tenant the utility rates, charges and services prior to Tenant’s execution of this Rental Agreement, other than those utilities for which Tenant directly pays the utility companies. Utilities shall be furnished and paid for by the party indicated on the following chart:

	Landlord / Tenant:		Landlord / Tenant:
Electricity	X	Trash Removal	X
Gas	X	Garbage	X
Water	X	Other	X

6. **SECURITY DEPOSIT AND MOVE-OUT PROVISIONS.** At the time of execution of this Rental Agreement, Tenant will pay to Landlord, a security deposit equal to two months’ rent, unless a different amount is noted above. The security deposit will be held, used and refunded in accordance with Iowa law. The deposit can be applied by the Landlord (1) to remedy Tenant’s default in the payment of rent or other funds due pursuant to the Rental Agreement; (2) to restore the Premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted; (3) to recover expenses incurred in acquiring possession if Tenant acts in bad faith in failing to surrender and vacate the Premises upon noncompliance with the Rental Agreement and notification of such noncompliance; and (4) for such other purposes as may be allowed by law.

Tenant acknowledges and agrees that prior to vacating the Premises, Tenant must restore the Premises (and if applicable, the garage, including the garage floor) to its condition at the commencement of the tenancy, ordinary wear and tear excepted. In particular, Tenant shall ensure appliances, carpet, walls, and other fixtures within the Premises are left in substantially the same condition and state of cleanliness as when Tenant took possession of the Premises, ordinary wear and tear excepted. Further, Tenant shall remove all personal property and debris from the Premises prior to vacating.

At the end of the term of this Rental Agreement, Tenant and Landlord will schedule a checkout appointment (“Check out”) on the end date of the Rental Agreement specified in Section 3. At Checkout, Landlord and Tenant will inspect the conditions of the Premises, and such inspection will be used for purposes of determining what work, if any, is necessary to restore the Premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted.

It is further agreed that any and all work performed by, or on behalf of, Landlord on the Premises following Tenant’s vacation of the Premises necessary to restore the Premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted, may be performed by a third-party contractor/company or by Landlord, and Tenant shall be liable for, and charged, Landlord’s actual costs incurred in connection with such work.

7. **TENANT OBLIGATIONS:** Tenant agrees to:

a. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing

Tenant Initial _____

Tenant Initial _____

codes materially affecting health and safety.

- b. Refrain from engaging in any activity prohibited by law, statute, regulation, ordinance, or any other enforceable provision of law.
- c. Keep that part of the Premises that the Tenant occupies and uses, including garages, driveways, and yards, in as clean and safe as the condition of the Premises permit, including but not limited to performing timely lawn mowing, yard work and snow removal.
- d. Dispose of all ashes, rubbish, garbage, and other waste from the Premises in a clean and safe manner.
- e. Keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits.
- f. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the Premises and common areas.
- g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so. If damage, defacement, alteration, or destruction of property by Tenant is intentional, Tenant may be criminally charged with criminal mischief pursuant to chapter 716.
- h. Act in a manner that will not disturb a neighbor's peaceful enjoyment.
- i. Provide and maintain appropriate receptacles for the collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal via City waste management services, unless it is otherwise noted herein that Landlord is responsible for the aforementioned tasks.
- j. Comply with all other duties and obligations imposed upon tenants by the Iowa Uniform Residential Landlord and Tenant Act or otherwise imposed under Iowa law.

8. **PETS**. Pets on a case-by-case scenario. The agreement does not allow pets. If there is a written agreement for dogs and cats over the age of 6 months, they must be licensed annually with the City and follow any and all city ordinances or requirements. Proof of registration/licensing must be provided of this registration to Polk City Rentals LLC. Reptiles and rodents of any kind are specifically prohibited.

9. **PARKING**. In the garage, in the driveway and street parking per Polk City.

10. **LOW CEILING/BULKHEADS**. Landlord hereby notifies Tenant that the lower-level basement, lower-level stairway and/or stairway to the upper level of the Premises has a low ceiling and, further, that Tenant should exercise caution in all areas which have lower ceilings to avoid personal injury or other damage resulting from such low ceiling/bulkheads.

11. **USE AND ABSENCES**. Tenant agrees to use the Premises as a personal residence only. No commercial or unlawful use of the Premises is permitted nor is any use permitted that will increase the premium for casualty or public liability insurance. "Commercial use," among other things, is defined to include babysitting and/or child care for individuals other than registered tenants on a regular basis. Further, Tenant shall not undertake any illegal activity, especially the use, transfer, possession or creation of illegal drugs, in or about the Premises or property, and shall not allow any such activity in or about the Premises. Tenant agrees that no other persons will be permitted as overnight guests for more than two successive nights unless they are dependents of Tenant identified in the Rental Agreement. The Tenant agrees to notify the Landlord of any anticipated absence from the Premises of 7 or more consecutive days no later than the first day of such absence. During an absence of the Tenant in excess of 14 days, Landlord may enter the Premises at times reasonably necessary.

12. **GUESTS**. The parties agree that Landlord reserves the right, for good cause shown and for only causes permitted under the law, to exclude from the Premises any third-party guest, provided that Landlord otherwise has such right under current Iowa law. Also, during the term of the Rental Agreement, Tenant agrees to cooperate with Landlord and law enforcement agencies in enforcing criminal laws with respect to the Premises and/or entire house/building in regard to Tenant's guests and residents.

13. **PERSONAL PROPERTY INSURANCE**. If Tenant desires to have insurance providing coverage for Tenant's personal property to be located in the Premises, then it is Tenant's responsibility to obtain and pay for

Tenant Initial _____

Tenant Initial _____

any such desired insurance. ***It is a requirement to have renters' insurance with a minimum \$300,000 liability coverage. ALSO, when you set up the insurance tell the agent that Polk City Rentals is to be added as an "Additional Insured." The mailing address is P.O. Box 483, Ankeny, IA 50021. Proof of insurance in the form of an official Certificate of Insurance or a Declarations Page with Polk City Rentals being listed as an additional insured is a requirement before move-in and to be held on the property at all times. If you are in need of a quote for the renters insurance, call Ben Buenzow with Buenzow Insurance Group at 515-270-8870 or email at ben@buenzowinsurance.com.

14. **FIXTURES AND IMPROVEMENTS.** Tenant shall make no structural alterations to the Premises without Landlord's prior written consent. Tenant shall surrender to Landlord and leave with the Premises at the termination of this Rental Agreement all locks, brackets for curtains, and all other fixtures attached to the doors, windows, woodwork, or other portion(s) of the Premises; as well as all alterations, additions or improvements made to the Premises by Tenant without any payment to Tenant therefor.

15. **MAINTENANCE BY LANDLORD.** Landlord agrees to:

- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- b. Make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition.
- c. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, supplied or required to be supplied by Landlord.

16. **ACCESS.** Landlord shall have the right, subject to Tenant's consent (which consent shall not be unreasonably withheld) and/or with at least 24 hours prior notice given by Landlord, to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Notwithstanding the foregoing, Landlord may enter the Premises without Tenant's consent in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. If so requested by Landlord, Landlord and Tenant shall establish a recurring set day and time for Landlord to enter the Premises once per month for the purposes of inspecting the Premises to confirm they are in the condition required under this Rental Agreement and to perform repairs or services that are the Landlord's obligation; once established, Tenant agrees that no further notice or consent shall be required for Landlord to enter the Premises on the agreed upon day and time. In all other cases, except in case of emergency or if its impracticable to do so, Landlord shall give Tenant at least 24 hours' notice of Landlord's intent to enter the Premises and shall enter only at reasonable times.

17. **NON-ASSIGNABILITY.** This Rental Agreement cannot be assigned by Tenant to any other party for any purpose. No part of the Premises or this Rental Agreement may be sublet to any other party for any purpose or for any period of time. If any adult comes to live or stay regularly with Tenant, Tenant must have that adult contact Landlord and/or its designated manager and apply to become a Tenant and to sign this Rental Agreement. If a minor comes to live or stay regularly with Tenant, Tenant will register the minor with Landlord and/or its designated manager.

18. **ABANDONMENT.** If Tenant is absent from the Premises for more than 14 consecutive days without giving the required notice to Landlord, or if during any absence of 14 or more consecutive days the rent is or becomes delinquent, the Premises may be deemed abandoned and Landlord may initiate appropriate legal action to regain possession. If the Premises is abandoned during the leased term and personal property remains in the Premises, Tenant agrees that Landlord may remove such personal property solely at the risk and cost of Tenant, and Tenant agrees to pay Landlord's reasonable, actual storage charges. Landlord shall in no event be responsible as warehouseman, bailee, or otherwise, and the foregoing remedies shall be deemed additional to any others available to Landlord at law or in equity.

19. **DEFAULT AND TERMINATION OF RENTAL AGREEMENT.** In addition to other remedies provided by law or in equity, and without prejudice thereto:

- a. If rent is unpaid when due, Landlord may terminate this Rental Agreement by providing Tenant with a 3-day notice of non-payment / notice to cure such default and as otherwise provided under the Iowa Uniform

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Residential Landlord and Tenant Act.

- b. This Rental Agreement may be terminated by Landlord prior to the end of the term then running if there is a material noncompliance with this Rental Agreement and/or incorporated Rules and Regulations that is not corrected, and after any notice is provided by Landlord to Tenant, as provided by the Iowa Uniform Residential Landlord and Tenant Act.
- c. This Rental Agreement may be terminated by Landlord prior to the end of the term then running if Tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other Tenants, Landlord, Landlord's employee or agent, or other persons on or within 1000 feet of Landlord's property, after the service of a single 3 days' written notice of termination and notice to quit stating the specific activity causing the clear and present danger and as otherwise provided under the Iowa Uniform Residential Landlord and Tenant Act.

20. **INTERPRETATION.** Words and phrases in this Rental Agreement shall be construed as in the singular or plural number, and as masculine, feminine, or neuter in gender, according to the context. Without limiting the generality of the foregoing, the term Tenant as used in this Rental Agreement shall mean and refer to all Tenants jointly and severally who are signatories to this Rental Agreement. Headings are for convenience only and are not intended to limit or otherwise restrict the meaning of terms and provisions contained herein. Time is of the essence of this Rental Agreement.

21. **ENTIRE AGREEMENT.** This written Rental Agreement, including any addendum attached hereto, constitutes the entire agreement between the parties with respect to the subject matters hereof. No statement, representation or promise with reference to this Rental Agreement or its execution has been relied upon unless they are expressly stated in writing, signed by all parties. No change in the terms of this Rental Agreement shall be binding upon the parties unless set forth in writing and signed by the party burdened thereby. This Rental Agreement may be executed in multiple counterparts.

22. **LEAD-BASED PAINT.** If the Premises was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home.

23. **COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Rental Agreement shall be construed as waiving any of Landlord's or Tenant's non-waivable rights under the law. In all respects, the terms and provisions of this Rental Agreement are to be construed to comply with all requirements of the Iowa Uniform Residential Landlord and Tenant Act) and all applicable laws. If any term or provision of this Rental Agreement is determined to be invalid pursuant to Iowa Uniform Residential Landlord and Tenant Act or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Rental Agreement shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Rental Agreement or affect the validity or enforceability of any other provision of this Rental Agreement. Any term of this Rental Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

[Signature blocks below]

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord or its Authorized Agent: _____ Date: _____

Tenant Initial _____

Tenant Initial _____