



1. RESIDENCY AND FINANCIALS

1.1 GENERAL TERMS

This agreement made this day <<Lease Creation Date>>, by and between, <<Owner Name(s)>>, existing owner of the subject property hereinafter called the "OWNER" and <<Tenants (Financially Responsible)>> hereinafter called the "TENANT". Witnesseth, the Owner does agree to lease, pursuant to the terms of this agreement and in consideration of the covenants and agreements contained herein and the Tenant does agree to take possession of the subject property located at:<<Property Address>>

to be occupied by the Tenant solely as a personal residential dwelling and not otherwise, exclusively by the resident(s) listed above. Tenant will not sublet subject property or any part thereof, nor assign this agreement without written consent of Owner.

1.2 LEASE DURATION

It is understood that the terms of this tenancy shall commence on <<Lease Start Date>> and shall continue unencumbered for a <<Lease Term (Months)>> term, expiring on <<Lease End Date>>. Following the expiration of this term, the lease shall automatically continue on a month-to-month term, unless written notice of termination is given by Tenant or Owner at least 30 days prior to lease ending. Owner shall notify Tenant of any rent increase annually. Any increase in rent will be provided at least 30 days prior to the effective date of increase.

1.3 RENTS AND CHARGES

Monthly rents at an agreed amount of <<Monthly Rent>> (as determined and amended from time to time pursuant to this agreement), and any additional fees or pet fees as listed below, are due on the 1st day of each and every month, in advance. <<Monthly Charges>> If the term commences on a date other than the first day of the month, then the rent payment due upon the execution of this Rental Agreement shall be prorated on a per day basis.

Tenant agrees to pay prorated rent to Landlord for the initial month in the amount of <<Prorated Charges>> for Prorated Rent.

Monthly payments are subject to a <<Late Fee Rule>>late fee if paid later than <<Grace Period Days>> after said due date. In all cases, without exception, if rent remains unpaid, a late fee will be charged on the 6th day of the month. Further, returned checks are considered as unpaid monies, and a service charge of \$30 shall be charged (in addition to the late payment penalty, if applicable). In addition, Tenant shall pay to Owner a \$50 fee, per occurrence, for service of Three Day Pay or Quit Notices and Forcible Entry & Detainer Notices, if required.

1.4 SECURITY DEPOSIT

A Security Deposit of <<Security Deposit Charges>> is due within three business days of signing of this agreement. Security Deposit shall be held in escrow for the term of the tenancy. Upon termination of lease and vacating of subject property, the Security Deposit shall be disbursed within 30 days pursuant to the Iowa Uniform Residential Landlord and Tenant Act. Owner reserves the right to deduct from the Security Deposit, or portions thereof, to cover any charges related to Tenant's performance of this Lease Agreement, including but not limited to unpaid rent, late fees, returned check fees, and any damages/repairs exceeding normal wear & tear.

1.5 CONDITION OF PREMISES

The tenant has examined and knows the condition of subject property and acknowledges that the same is received in good order and repair and the Tenant further agrees that the subject property is being rented as-is.

1.6 WAIVER OF DEMAND OR NOTICE BY TENANT

Tenant agrees to pay said monies promptly on the day it becomes due and payable at the Owner's office or his agent, without any demand or notice for payment from Owner, said demand or notice being expressly waived by Tenant.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
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2. GENERAL CLAUSES

2.1 REPAIRS AND MAINTENANCE

The Tenant covenants and agrees to take good care of the subject property, and the appliances and fixtures of same, and commit and suffer no waste of any kind therein. Included in the agreement are the following appliances (check if applicable), which Tenant acknowledges to be in good condition and working order:

- Stove / Oven
- Microwave
- Dishwasher
- Refrigerator
- Washer / Dryer

Tenant is responsible for any damages to the Rental Appliances beyond ordinary wear and tear. Any appliances not included in this agreement shall be provided and maintained by Tenant.

Owner shall ensure that residence is habitable and meeting, or surpassing, rental code requirements. Tenant is responsible for window coverings (e.g. blinds & curtains) and may add/remove/modify any window coverings as desired. Tenant is responsible for yard maintenance & mowing, and snow removal of driveway & sidewalks. Tenant is responsible for keeping the outside area of the subject property neat, clean and clear of all trash and debris. In the event that a code violation is cited against the subject property, a fine may be imposed against the Owner; however it is the sole responsibility of the Tenant. Should a code violation be cited against the subject property, the Tenant shall be considered in default and shall have 30 days to rectify the violation and pay the necessary fines to the city.

Tenant shall make no structural alterations without Landlord's prior written consent, which consent may be granted or withheld at Landlord's sole discretion. Tenant may not paint or make any permanent alteration without Landlord's written consent. In no event shall Tenant be entitled to any reimbursements, refunds, credits or offsets whatsoever for claims or damages arising out of or relating to Tenant's maintenance obligations and/or Tenant's improvements.

2.2 NO DUTY TO PROTECT

It is stipulated and agreed that Owner shall have no duty to protect Tenant or Tenant's property, or any other person, whether or not a guest of Tenant, or such other person's property on the subject property or any portion of the subject property, from burglary, theft, vandalism, assault or any other cause.

2.3 HOLD HARMLESS

The Tenant also agrees to hold Owner harmless against all damages, accidents and injuries to any family member, guest, invitee or servant of the Tenant, or property of the same caused by or resulting from or in connection with said building, subject property, or things in and about building, subject property and acts of God during the term of this agreement or while the Tenant is occupying the same.

2.4 ABANDONED PROPERTY

Any and all property of Tenant, which may be left in the residence after termination of this agreement of Tenant's right of possession for any reason, may be handled, removed or otherwise disposed of by Owner at the risk and expense of Tenant, and Owner shall in no event be responsible for any property left in the residence by the Tenant. Tenant shall pay Owner on demand, all expenses incurred in such disposition including a reasonable charge for storage, but Owner shall be under no obligation to provide storage and Tenant hereby expressly consents to the removal, discarding or any other disposition of the property by the Owner.

2.5 RIGHTS AND REMEDIES OF OWNER

The right of Owner to terminate this agreement as herein set forth is in addition and not in exhaustion of such other rights that the Owner has or causes of action that may occur to the Owner because of the Tenant's failure to fulfill, perform or observe the obligations, agreements or covenants of this agreement, and the exercise or pursuit by the Owner of any of the rights or causes of action occurring hereunder shall not be in exhaustion of such other rights or causes of action that the Owner might otherwise have. Failure to consider this agreement forfeited or breached or a failure by the Tenant to comply with a term or condition of this agreement shall not be a waiver of Owners right to declare this agreement ended or breached for any subsequent failure or breach on the part of Tenant, this right being a continuous one.

2.6 SAVINGS CLAUSE

If any provision of the agreement is determined to be in conflict with the Residential Landlord Tenant Act, thereby making such provision null and void, the nullity shall not affect the other provisions of this agreement, which shall continue in full force and effect.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
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3. LEASE POLICIES

3.1 NUISANCE & CRIMINAL ACTIVITY

The Tenant will not create, maintain or permit any nuisance of any kind upon subject property or the making of any loud or unnecessary noise or be guilty of any other disturbance or annoyance such as to disturb the neighborhood. The Tenant will not use or permit subject property to be used for any purpose other than use as a personal residential dwelling, nor use or permit anything upon the property that will invalidate the insurance or increase the rate thereof; or in any way injure the condition or reputation of the subject property. Tenant shall comply with all governmental, health and insurance requirements or regulations respecting the property.

Tenant shall not use or permit others to engage in any drug related or any other criminal or illegal activity on or near the subject property at any time, and shall not use or permit others to use subject property to facilitate in any such activity. Further, Tenant shall not engage in, or allow others to engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms on or near the subject property. Violation of any of the above shall be deemed as serious violation of this agreement and shall be grounds for immediate termination of the agreement upon notification to Tenant of Owner's reasonable suspicion of such activity.

3.2 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only with written approval of Landlord. Tenant agrees to remove an illegal animal within 24 hours of notice from us, or Tenant shall be considered in breach of this agreement. Furthermore, Tenant is solely responsible for any pets and any grievance caused, intentional or not, by such pets. The Owner shall not be held liable for any action, legal or otherwise, should such action occur due to the Tenants possession of a pet or pets. Landlord will authorize a service animal for a disabled person, and Landlord may require a written statement from a qualified professional, verifying the need for the service animal. Tenant is required to carry excess insurance for dogs and comply with any additional local ordinance or requirement. Listed below are any Pets approved for Subject Property for a fee of \$25/month, unless agreed in writing otherwise:

<<Pet Information>>

3.3 PERSONAL PROPERTY AND HAZARD INSURANCE.

All property of every nature and kind in the subject property shall be at the risk of the Tenant only; further, the Owner shall not be liable to the Tenant for any damages or loss of and property in or about the building; however caused. The Tenant assumes the responsibility of keeping subject property free of infestation by roaches, rodents, moths and termites and any other pests, assumes the risk of all damages therefrom; and Owner shall not be liable or responsible for damages or injury to furnishings, wearing apparel or personal belongings of the Tenant or other occupants of the subject property from such sources. Owner will maintain hazard insurance coverage and flood insurance if required on the building insuring his own interest in the property as well as the Tenant's interest.

RENTER'S INSURANCE: Tenant agrees to maintain, at Tenant's sole expense, a standard type of Renter's Insurance policy, or its equivalent, issued by a licensed insurance company of Tenant's selection, which provides limits of liability of at least \$100,000 of personal liability. Tenant understands that (a) Owner's Insurance Policy does not cover any of Tenant's personal property, and (b) if there is any loss or damage to tenants personal property due to water, fire, theft, burglary, acts of nature or other, tenant agrees to relieve Owner from any and all responsibility. Should Tenant not purchase Renter's Insurance, or does not provide proof of coverage within 10 days from signing of this Agreement, Owner shall purchase Landlord Liability Insurance, at Tenant's expense (see attached addendum).

3.4 NON-PAYMENT OF MONIES DUE

Tenant agrees that in the event of a default (any payment which is over five days late) it is at the sole discretion of the Owner to accept or not accept any form of payment plan to cure the default.

3.5 UTILITIES

Tenant will be responsible for payment of all utilities. All utilities are to be in the Tenant's name. All utilities are to be in the Tenant's name at all times during occupancy, and transferred prior to possession of property.

3.6 INSPECTIONS & ABSENCES

Owner shall have the right, after twenty-four (24) hours notice to Tenant, to enter the Property to inspect the premises, make necessary

or agreed repairs, and/or verify compliance with the terms of this lease. In the case of emergency situations, Tenant and Owner agree to waive the 24 hour notice requirement. Tenant shall notify Owner of any anticipated absence from the Property consisting of ten (10) or more consecutive days not later than the first day of such absence.

3.7 RULES

All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing in the "Tenant Handbook". Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

In addition, smoking inside the property shall not be allowed at any time. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, or are parked in a space not dedicated to parking, including but not limited to, grass and sidewalks. Trampolines are not allowed on the premises without prior written approval from Landlord. Swimming pools are not allowed on the premises without prior written approval from Landlord. Providing in-home daycare and other in-home businesses are not allowed on the premises without prior written approval from Landlord.

By initialing below, you acknowledge and agree to the terms in Section 3.

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4. TERMINATION & DISCLOSURES

4.1 DEFAULT BY TENANT

All covenants and agreements herein made and obligations assumed are to be construed also as conditions and these present are upon the express conditions that if Tenant should fail to pay when due any one of the aforesaid monthly rents, or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by said Tenant, then and therefore, in any said events, this agreement may be forfeited and thereby become null and void at the option of the Owner, and said Owner may immediately, or at any time after the breach of any said covenants re-enter the subject property, or any part thereof in the name of the whole, and repossess and have the same as of Owner's former estate and remove therefrom all goods and chattels not thereto properly belonging, and expel said Tenant and all other persons who may be in possession of the property, and that, too, without demand or notice.

4.2 TERMINATION

This Lease Agreement shall terminate upon the occurrence of any of the following:

- Any event of termination under the Iowa Uniform Residential Landlord and Tenant Act.
- Breach of the terms of this Rental Agreement.
- Tenant's absence from the House for ten (10) consecutive days without notice to Landlord as provided herein.

In the event of early termination of this Lease Agreement (i.e. prior to Lease End Date) pursuant to above, Tenant shall forfeit the security deposit, and shall remain liable for rent for the remainder of the term of this Lease Agreement or as otherwise provided by the Iowa Uniform Residential Landlord and Tenant Act.

In the event you wish to purchase a home, you may elect to utilize one of our affiliated agents to complete the purchase. If our affiliated agent is utilized, once that purchase is completed, we will terminate the lease effective two days after closing, with no early termination penalty, however, damages to the property above normal wear-and-tear may still be deducted from the Security Deposit, as specified in this Agreement.

4.3 OTHER TERMS & DISCLOSURES

Tenant is responsible for any and all future assessments on subject property. Both Tenant and Owner agree to not encumber the subject property with any liens and or mortgages other than the existing mortgage already recorded against the subject property, if any. Tenant acknowledges that they have received the Tenant Handbook and reviewed information provided therein. Tenant acknowledges receiving Seller Property Condition Disclosure (if applicable), Lead Based Paint Disclosure (if applicable), and/or has received at least five days to cancel the contract without liability. Tenant acknowledges that Owner, and/or a member of the Owner's LLC, is a licensed real estate agent in the State of Iowa.

Any other agreements made between Owner and Tenant may be listed here: Miscellaneous Text

4.4 BINDING AGREEMENT

It is understood that all covenants and agreements in this rental agreement shall succeed to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

4.5 OTHER AGREEMENTS & REFERENCES TO PARTIES

Any oral agreements made between Owner and Tenant or their agents/ which are not contained in this agreement, shall not be binding upon either party, it being specifically agreed by Owner and Tenant that all agreements between the parties are herein contained. The terms "Owner" and "Tenant" shall be construed to include their heirs, personal representatives or successors and permitted assignee thereof. The references to gender and number used in the agreement are used as reference terms only, and shall apply with the same effect whether the parties are of masculine or feminine gender, corporate or other form and the singular shall likewise include the plural.

All monies agreed to be paid under this agreement shall be paid in lawful money of the United States at: CDM Rentals, PO Box 974, Johnston, IA, 50131. In witness whereof, the said parties have hereunto set their hands as of the day and date first written above.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract, and (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed