

Crosby Park

Leasing Agent: MHS Properties, LLC
(641) 751-2736 crosbyparkmarshalltown@gmail.com

Manager: Samantha Vance (641) 751-2873
samanthavance@fivestarhometeam.com

DWELLING UNIT RENTAL AGREEMENT

IT IS AGREED, by and between MHS Properties, LLC, Landlord, and
_____ Tenant:

That Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Marshall County, Iowa, to-wit:

_____ Crosby Park Drive
Marshalltown, IA 50158

hereinafter referred to as the "dwelling unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Rental Agreement shall be from _____, 2020, to and including _____, 202__.
2. **RENT.** Tenant agrees to pay to Landlord, as rental for said term, as follows:
\$ _____ per month, in advance, the first rent payment becoming due on _____, and the same amount per month, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement, with interest on all delinquent rental at 9% per annum.

The **initial** payment of rent and deposits under this Rental Agreement must be made in check, money order or by cashier's check drawn on a local financial institution. Thereafter, **monthly rent payments must be submitted through the provided ACH automatic payment system.** Tenant shall pay a late fee of \$15.00 per day for rent not paid by the above due date, not to exceed \$100.00 per month, plus interest at 9% per annum.

The acceptance of Landlord by partial payments of rent due shall not under any circumstances, constitute a waiver of Landlord, nor affect any notice or eviction proceedings theretofore given or commenced under Iowa Code Section 562A.27.

3. **DEPOSIT SECURITY.** At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in trust the sum of one month's rent to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.
4. **USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence (absence of one month or more) from the premises not later than the first day of the extended absence.

If Tenant leaves said premises unoccupied for 15 days **while rent is due and unpaid**, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant therefrom, removing at his/her expense all his/her property contained therein and placing it into storage at Tenant's expense.

5. **UTILITIES.** Tenant shall be responsible for payments of electricity, gas, water and sewer, telephone, internet, cable and other bills incurred during their residency. Tenant is required to use Stone Sanitation for trash with basic service paid by MHS Properties. Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from their deposit in the event they remain unpaid after the termination of this Rental Agreement.

Tenant is responsible for having utilities transferred to their own name within two days of moving in and must provide verification of the transfer to management/Landlord.

Utilities contact numbers: Alliant Energy: (800) 255-4268 (electricity/gas)
 Marshalltown Water Works: (641) 753-7913 (water/sewer)
 Heart of Iowa: (641) 486-2211 (internet/phone/TV)

6. **UTILITY RATES.** Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.
7. **MANAGER.** Samantha Vance, whose contact is (641) 751-2873, samanthavance@fivestarthometeam.com, is the person designated by Landlord to manage the premises. All notices to Landlord are to be mailed to: 610 Elmwood Drive, Marshalltown, Iowa 50158.
8. **MAINTENANCE BY LANDLORD.** Landlord shall:
 - (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 dwelling unit in a fit and habitable condition.
 - (c) Keep all common areas of the premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a tenant in the common areas of the premises used by Tenant.

- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.
- (e) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.

9. **MAINTENANCE BY TENANT.** Tenant shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
- (c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (d) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
- (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the premises. Tenant is responsible for ensuring the appliances remain in good working order. If repair is needed, Tenant will notify the manager/Landlord of the needed repair. The repair will be made and the cost thereof covered if the repair is not due to abuse and neglect by Tenant. Tenant is responsible for changing furnace filters periodically.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- (h) Not temporarily or permanently attach or add any exterior fixture to deck building or unit without permission of owner. This includes antennae, satellite dish or other fixtures.

10. **RULES.** 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.

11. **ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. Landlord will provide a minimum of 24 hours' notice of inspection.

An agent who will carry identification may represent Landlord. Tenant specifically agrees to permit Landlord or agent(s) access to the premises for the purposes of inspection, repairs, or to show the property to another person at reasonable hours, on request.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord.
13. **FIXTURES AND IMPROVEMENTS.** Tenant shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, 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 therefor. Tenant shall make no structural alterations without Landlord's written consent.
14. **FIRE OR CASUALTY DAMAGE.** If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling until rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.
15. **NONPAYMENT OF RENT.** In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement.
16. **PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.
17. **NOTICES.** Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways pursuant to the Iowa Uniform Residential Landlord and Tenant Act: Landlord shall serve notice on Tenant by one or more of the following methods, except as provided in Iowa Code Section 562A.29A:
1. Hand delivery to Tenant.
 2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age.
 3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
 4. Mailing by both regular mail and certified mail to the address of the dwelling unit or to an address provided by Tenant for mailing.
 5. Posting on the primary entrance door of the dwelling unit.

6. A method of providing notice that results in the notice actually being received by Tenant.

Tenant shall serve notice on Landlord by one or more of the following methods:

1. Hand delivery to Landlord or Landlord's agent.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's agent.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Delivery to an employee or agent of Landlord at Landlord's business office.
5. Mailing by both regular mail and certified mail to the address of Landlord's business office or to an address designated by Landlord for mailing.
6. A method providing notice that results in the notice actually being received by Landlord.

For purposes hereof, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the Landlord of the premises. Notice served by mail is deemed completed four days after the notice is deposited in the mail addressed to 610 Elmwood Drive, Marshalltown, Iowa 50158, and postmarked for delivery, whether or not the recipient signs a receipt for the notice. (Note: a three day Notice to Quit is governed by 562A.27).

18. **VEHICLES.** Tenant shall not park or store a motor home, recreational vehicle, trailer, or equipment of any type on the premises. It is agreed that vehicles owned by Tenant may only be parked in their garage or driveway. In addition, Tenant agrees that no vehicle may be repaired, nor may any vehicle be stored on the property without a current registration and tag, except in the garage. **TENANT AGREES THAT ANY VEHICLE PARKED IN VIOLATION OF THIS RULE MAY BE TOWED AND STORED AT TENANT'S EXPENSE.**

19. **SMOKING.** Smoking is not allowed in the units.

20. **PETS.** Pets are not allowed in the units. In the event Landlord becomes aware that Tenant harbors a pet, this Rental Agreement will be terminated.

21. **TENANTS & VISITORS.** The leased premises shall be occupied only by the person(s) listed on page 1 as Tenant. The maximum occupancy is no more than 2 people per bedroom, but further limited by the number of unrelated residents which cannot be more than the number of bedrooms. Other occupants than those listed on this agreement, including temporary visitors, are not allowed to remain at the premises for a period in excess of ten (10) days. A temporary visitor is one who inhabits the premises for no more than ten (10) days. A temporary visitor's vehicle shall be parked in the Tenant's garage, driveway, or visitor parking and may not be parked for more than ten (10) consecutive days.

22. **POLICE VISITS.** Calls made to the property due to Tenant's behavior or activity will not be tolerated. If two (2) police visits are reported at this property due to Tenant's behavior or activity, this Rental Agreement may be terminated at Landlord's sole discretion. However, VIOLATION OF THE PROVISIONS IN THIS PARAGRAPH SET OUT BELOW SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE

TERMINATION OF TENANCY. A single violation of any of the provisions of this paragraph set out below shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Tenant, any members of the Tenant's household or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance.

Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.

Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

Tenant, any member of the Tenant's household or a guest, or another person under the Tenant's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, at any locations, whether on or near the dwelling unit premises or otherwise.

Tenant, any member of the Tenant's household, or a guest or another person under Tenant's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the Rental Agreement that otherwise jeopardizes the health, safety and welfare of the Owner, its agent or other tenant or involving imminent or actual serious property damage.

23. PERSONAL PROPERTY. No rights of storage are given by this Rental Agreement. Landlord shall not be liable for loss of personal property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the rented property resulting from electrical failure, water, rain, windstorm, or any act of God, or negligence of Landlord or Landlord's agent, contractors, or for any such damages or loss against Landlord. Tenant shall purchase needed insurance, or to provide self-insurance in adequate amounts to offset any risk.

24. REMOVAL OF PROPERTY. Tenant agrees not to remove or alter in any way Landlord's property without specific written permission from Landlord. Any removal or alteration of Landlord's property without permission shall constitute abandonment and surrender of the premises, and termination by Tenant of this Rental Agreement. Landlord may take immediate possession and exclude Tenant from the property, storing all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.

25. RETURN OF DEPOSIT. In accordance with Iowa Code Section 562A.12, security

deposits will be deposited for Tenant's benefit in a non-interest bearing account. Release of these deposits is subject to the provisions of the Iowa statute as follows:

- (a) The full term of this Rental Agreement has been completed.
- (b) No damage or deterioration to the premises, building(s) or grounds is evident.
- (c) Non-smoking provision has been followed.
- (d) The entire dwelling, appliances, closets and cupboards, are clean and free of insects, the refrigerator is defrosted, and all debris and rubbish has been removed from the property; the carpets are cleaned and left odorless – carpets will be professionally cleaned after move out and deducted from deposit.
- (e) Any and all unpaid charges, pet charges, late charges, certified mail charges, delinquent rents, utility charges, etc. have been paid in full.
- (f) All keys have been returned; including keys to any new locks installed while Tenant was in possession.
- (g) All personal property not belonging to Landlord is removed from the premises.
- (h) If, upon move out, the carpets have stains or are dirty, Tenant will be charged a professional carpet cleaning fee. Rug Doctors or any kind of rental carpet cleaner are not to be used on the carpet under any circumstances.
- (i) A forwarding address has been left with Landlord.

Within 30 days after termination of occupancy, Landlord will send the balance of the deposit to the address provided by Tenant, payable to the signatories hereto, or Landlord will impose a claim on the deposit and so notify Tenant by certified mail. If such written claim is not sent, Landlord relinquishes its right to make any further claim on the deposit and must return them to Tenant provided Tenant has given Landlord notice of intent to vacate, abandon and terminate this Rental Agreement prior to the expiration of its full term, at least 30 days in advance.

26. **PHONE.** Tenant agrees to maintain a phone or at least provide the management company/Landlord a valid, working phone number at all times, and any changes, within three days after installation or a change of number.
27. **3-DAY INSPECTION.** Under the terms of this Rental Agreement, Tenant will be provided with an inspection sheet. It is Tenant's obligation to inspect the premises and to fill out and return to Landlord their inspection sheet within 3 days after taking possession of the premises. It will be presumed that the leased premises are functioning in a satisfactory manner in all respects after the expiration of the 3 days. Tenant agrees that failure to file such a statement shall be conclusive proof that there were no defects of note in the property. A letter will be mailed to Tenant confirming that Tenant has chosen to waive inspection of the premises.
28. **LOCKS/GARAGE OPENERS.** It will be a breach of contract to change or alter the lock(s) to the property. There is an automatic and non-negotiable charge of \$150.00 plus the service fee to remove and replace the lock(s) installed by Tenant. Tenant will be charged a \$25.00 service fee for lock outs. Lost Garage Door openers will incur a charge of \$120 to replace and reprogram. There will be two garage door openers for 2 car units and one for 1 car units.
29. **SMOKE DETECTORS.** A smoke detector has been installed in the premises. It is the

Tenant's responsibility to maintain this appliance, including testing periodically and replacing batteries as commended by the manufacturer. In the event the smoke detector is missing or inoperative, Tenant has an affirmative duty to notify Landlord immediately.

30. **RADON.** Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Iowa. Additional information regarding radon and radon testing may be obtained from your county public health unit.
31. **LEAD-BASED PAINT.** If the dwelling unit 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.
32. **CONSTRUCTION.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
33. **ENTIRE AGREEMENT.** This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.
34. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
35. **TERMINATION.** In addition to the termination rights under this Rental Agreement, Landlord and Tenant may terminate this Rental Agreement as provided by the Iowa Uniform Residential Landlord and Tenant Act or as otherwise provided by law.
36. **COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Rental Agreement shall be construed as waiving any of Landlord's or Tenant's 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 (IURLTA) and all applicable laws. If any term or provision of this Rental Agreement is determined to be invalid pursuant to IURLTA 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.

37. **ADDITIONAL PROVISIONS.** Should the Tenants be starting this Rental Agreement with a partial month, there will be an ADDENDUM FOR PRORATED MONTH attached hereto and incorporated into and made a part of this Rental Agreement.

Dated: _____

CONTACT INFORMATION

Phone: _____ Secondary Phone: _____

Email: _____

ACCEPTED this _____ day of _____, 202____, at Marshalltown, Iowa.

Tenant

Tenant

MHS Properties, LLC
Landlord

By _____ For the Owner
Name: _____ Title:
