

Rental Agreement / Lease ver 2009.2

Landlord Copy

Tenant Copy

Tenants: _____ Property _____

Rent: _____ per month Damage Deposit : _____

For electricity tenant pays Direct to vendor or Landlord _____ monthly payment

For heat tenant pays Direct to vendor or Landlord _____ monthly payment

For water/sewer/trash tenant pays Direct to vendor or Landlord _____ monthly payment

Any other utility tenant pays direct to vendor. Total due on/before the 1st of each month: _____

Pet description: _____. Monthly Pet Fee _____ Pet Damage Deposit: _____

Snow removal/lawn care responsibility: _____

Exceptions to lease: _____

Date of initial occupancy: _____ Lease ends in one year from: _____

Make checks out to: Suzanne Brocka, place in drop slot or send to 1005 Mississippi Ave, Davenport IA 52803;

Property Manager: Bruce Brocka e-mail admin@summitlane.com Phone: 563 370-4830

Apartment Usage

1. Light bulbs and smoke alarm batteries are the tenant's responsibility. 60 Watt maximum!
2. Locks may not be changed nor may additional locks be added without prior permission of the Landlord.
3. Tenant is responsible for all damage to units below caused by water overflow due to neglect of Tenants or guests.
4. Removal of bugs, mice, etc., shall be the Tenant's responsibility.
5. Prior permission must be obtained for guests staying longer than seven days.
6. **DO NOT** replace any curtains, rods, carpets, blinds, wallpaper, or fixtures without permission. **No painting or other improvements without prior permission.** Tenant may replace contact paper, drawer liners.
7. Tenant will not use unit as a place of business.
8. Let landlord know if anything needs to be fixed as soon as possible, e-mail preferred. Call landlord prior to making any repairs you expect the landlord to pay.
9. Tenant will not disturb neighbors . Violations of this and other city ordinances or criminal laws will lead to lease termination
10. Tenant will pay in whole or in part (multi unit buildings) to remove any sewer blockages.
11. Landlord will not enter without prior permission, except in maintenance or personal emergencies.
12. No subleasing or substitute roommates without prior permission.
13. Tenant acknowledges the apartment is in good working order upon move-in.
14. Wall hangings with a 10penny nail maximum, **no inserts**, no ceiling hooks. No nails, screws, etc. in the woodwork
15. Tenant should have renter's insurance, and holds landlord harmless for loss of any personal items, for any reason.

Prohibited Items

1. No pianos, organs or waterbeds permitted or other very heavy objects which could pose a settling hazard
2. Firearms are prohibited without proof of registration/appropriate licensing.
3. No property (or plantings) of any description is to be placed on lawn, common areas or in Landlord storage areas (such as basements or attics) without prior landlord permission
4. Tenant shall not keep **any** pets on the premises, unless specifically noted in the lease summary above. Any other animals will be considered strays and removed. Cats and dogs must be fixed. All pets will have all shots and licenses required. Tenant will properly dispose of all fecal matter.
5. No smoking allowed in the units with shared ventilation systems, by Tenants or guests if there is a shared ventilation system
6. No motorcycles, recreational vehicles, or other unusual vehicles without prior permission. Two vehicles maximum, with little or no rust

Utilities

1. Tenant shall pay all charges incurred for utilities to the premises, including any deposits, transfer fees, and "installation".
2. Tenant must have utilities transferred in their name PRIOR to occupying the unit.
3. Tenant agrees to use utilities provided by Landlord in a reasonable manner, using reasonable amounts.
4. Utility payments to landlord may be adjusted; a 30 day notice will be provided for any changes.
5. Internal wiring is provided for cable TV. Tenant bears all other expenses, including 'installation' fees.
6. **No external aerials, or satellite dishes.** No drilling of exterior surfaces without prior permission.
7. Tenants will be responsible their own trash and for placing trash in appropriate containers for pick-up. Tenant is responsible for cleanup of any trash spilled or not removed by the city.
8. Tenant holds Landlord harmless from any damage due to interruptions of any utility service for whatever reason.

When you leave

1. Tenant will notify landlord no less than 30 days prior to vacating the unit,
2. The security and damage deposit shall not be applied to the last month's rent.
3. Forwarding address must be supplied in writing or we cannot return a damage deposit.
4. Cleaning fee is \$150 **minimum** for cleaning unit if required. You may leave behind cleaning supplies
5. Tenant will cooperate with showings after termination notice by tenant or landlord. Unit must be in orderly, tidy fashion
6. DO NOT shut off electricity/gas (if applicable) until your term expires completely, or Tenant will be charged the utility reconnection fees
7. Any property remaining after surrender of unit, is considered abandoned and will be disposed of at Tenant's expense.
8. If eviction (forcible entry and detainer) is granted to the landlord, tenant forfeits damage deposit.
9. Tenant will be assessed for any damage beyond normal wear and tear.

Administration Payments & Fees

1. Terms run from the first to the first. For example if notice is on the 15th of June, the vacate date is not 15 July, but 31 July.
2. Rent is due **ON THE FIRST** of the month either by mail or by designated drop box. No partial months rent accepted
3. Late fee of \$10 per day, \$35 per bad check.
4. Pet fees and additional rent are for the privilege of having a pet, not to be construed as additional damage deposit
5. Landlord may terminate lease with a 30 day notice
6. With roommates, in the event one leaves, and one remains, the security deposit will be refunded to the remaining Tenant.
7. If the unit is damaged by fire, storms, force majeure, etc., Tenant may have to vacate, and the lease is terminated
8. Rules remain in effect after the first year, and the term is then month to month.
9. Breaching the lease could result in a loss of the damage deposit. Tenant's breach does not negate this lease
10. Early termination of lease (tenant moves out prior to 12 months rent): \$250.00 fee, ad placed in Quad City Times at tenant's expense, rent must be paid until new tenant moves in, or the lease expires
11. Any waiver is not a continuing waiver.
12. Tenants have been given the US Government Lead Pamphlet
13. Any legal disputes will take place in Scott County, Iowa.
14. If Tenant abandons the unit it reverts to the Landlord in 7 days, and will be considered surrendered to the Landlord

Landlord: _____ Date: _____

Tenant 1: _____ Date: _____

Tenant 2: _____ Date: _____

Disclosure of Information on Lead-Based Paint or Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Tenants must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards. Check (i) or (ii) below:

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

(b) Records and reports available to the Tenant. Check (i) or (ii) below:

(i) Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Landlord has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Tenant's Acknowledgment

(c) Tenant has received copies of all information listed above

(d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Lead Disclosure Signatures:

Landlord: _____ Date: _____

Tenant 1: _____ Date: _____

Tenant 2: _____ Date: _____