

COMPLETE AND RETURN

MERSHON ENTERPRISES, L.C. RENTAL APPLICATION

Email: _____
Cell #: _____

NOTICE: CO-APPLICANTS MUST COMPLETE A SEPARATE FORM.

The undersigned makes application to rent unit number _____ located at _____ Street, Cedar Falls, IA 50613, beginning on _____, 20____, at a monthly rental of \$_____ and submits the following information:

APPLICANT AND OCCUPANTS:

Full Name: _____ Phone: _____ Social Security No. _____
Last First (M.I.) Date of Birth: _____

Co-Applicant(s) and their relationship (include children):

1) _____ Age: _____
2) _____ Age: _____
3) _____ Age: _____

Other Occupants and their relationship: _____

Total number of persons to occupy this unit: _____

Person to notify in the event of an emergency: _____ Phone #: _____

Both of your Parents: (names, addresses, phone Nos.) _____

RESIDENTIAL HISTORY:

Current Address: _____ Phone : _____

How Long? _____ Reason for Leaving: _____

Owner or Agent: _____ Phone #: _____ Rent: \$ _____

EMPLOYMENT HISTORY:

Current Employer: _____

Status: Full Time _____ Part Time _____ Student _____ Retired _____ Unemployed _____

How Long: _____ Position/Title: _____

Supervisor: _____ Phone #: _____

Address: _____

Salary/Wage: _____ Per: _____ Previous Employer/School: _____

Other Sources: _____ Amount: \$ _____ Per: _____

IF NOT EMPLOYED, WHO WILL BE GUARANTEEING YOUR RENT? _____

OTHER:

Name of Bank: _____ Checking _____ Savings _____ Account # _____

Personal References:

Name: _____ Phone # _____ Relationship: _____

Name: _____ Phone # _____ Relationship: _____

Automobile: Make: _____ Model: _____ Color: _____ Year: _____

License Number: _____ State of Registry: _____

Drivers License Number: _____ State of License: _____

Renters Insurance: _____ Yes _____ No If Yes, Company: _____

HAVE YOU EVER:

Filed for Bankruptcy? _____ Yes _____ No

Been Evicted From Tenancy: _____ Yes _____ No

Willfully or Intentionally Refused to Pay Rent When Due? _____ Yes _____ No

Been Convicted of a Felony? _____ Yes _____ No

Been convicted for use of a Controlled Substance? _____ Yes _____ No

I hereby apply to lease the above described premises for the term and upon the conditions above set forth and agree that the rental is to be payable the 1st day of each month in advance. As an inducement to the owner of the property and to the agent to accept this application, I warrant that all statements above set forth are true; however, should any statement made above be a misrepresentation or not a true statement of facts, \$50.00 of the deposit will be retained to offset the agent's cost, time, and effort in processing my application.

I hereby deposit \$_____ as earnest money to be refunded to me if this application is not accepted within three (3) business days. Upon acceptance of this application, this deposit shall be retained as part or all of the security deposit. When so approved and accepted, and before possession will be given, I agree to execute a lease for twelve (12) calendar months and to pay the balance of the security deposit and first month's rent, **otherwise, the deposit will be forfeited as liquidated damages in payment for the landlord's time and effort in processing my inquiry and application, including making necessary investigation of my credit, character, and reputation, and to cover costs of additional advertising and re-renting and vacancy of the unit.** If this application is not approved and accepted by the owner or agent, the deposit will be refunded; the applicant hereby waiving any claim for damages by reason of non-acceptance, which the owner or his agent may reject without stating any reason for so doing.

I recognize that part of your procedure for processing my application will be to contact the above named persons and/or companies whereby information may be obtained and verified regarding my general character, mode of living, employment, earnings and credit worthiness. I hereby grant my permission to do so. Further, I have read, or am familiar with, Mershon Enterprises' rental guidelines.

To the best of my knowledge, the above information is true and correct. I am over 18 years of age.

This document shall be considered part of your lease, whether attached or not, and any subsequent leases, extensions, or revised leases, or if your lease becomes a month-to-month lease.

Landlord/Agent

Application and Deposit of \$_____

Date: _____, 20____

Received by: _____
Agent for Landlord

Applicant's Drivers License Verified? ____ Yes ____ No (Attach Copy)

Return to:

MERSHON ENTERPRISES, L.C.
C/O Mark E. Mershon
3012 Rownd Street
Cedar Falls, IA 50613
(319) 553-1471 & (319) 240-4945(c)
mmershon@cfu.net

Applicant

Date: _____, 20____

Signature of Applicant **SIGN HERE**SEE WWW.MERSHONLAWFIRM.COM FOR ADDITIONAL RENTAL APPLICATION PACKETS.

MERSHON ENTERPRISES, L.C.
SECURITY DEPOSIT AGREEMENT

DATED: _____, 20____

RECEIVED FROM: _____

as Security Deposit: \$_____ Cash:_____ Check:_____

For: APARTMENT: _____, Cedar Falls, IA 50613

THIS AGREEMENT & THE HOUSE RULES ARE AN INTEGRAL PART OF THE LEASE. THIS DEPOSIT IS A NON-INTEREST BEARING DEPOSIT.

LANDLORD AND TENANT WILL GO OVER THE "MOVE-IN/MOVE-OUT CHECKLIST" FOR INSPECTION AT THE BEGINNING AND END OF THE LEASE TERM. LANDLORD AND TENANT SHOULD PERFORM A "PRE-MOVE OUT" INSPECTION 7-10 DAYS PRIOR TO ACTUAL MOVE-OUT SO THAT TENANT CAN CORRECT ANY UNSATISFACTORY CONDITIONS BY MOVE-OUT DAY TO FINAL INSPECTION.

TENANT'S MAJOR OBLIGATION IS TO RETURN THE UNIT TO LANDLORD AT THE END OF THE TENANCY IN THE SAME CONDITION AS AT THE BEGINNING OF THE TENANCY.

RELEASE OF THE DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. FULL TERM of the lease is fulfilled and Tenant has complied with all terms of the lease.
2. **SIXTY (60) DAYS WRITTEN** notice to terminate the lease must be received by Landlord no later than the first of the month 60 days prior to vacating, at the end of the lease term.
3. The entire apartment must be thoroughly cleaned. Do not paint walls. Cleaning costs will be assessed against the security deposit. Cleaning will be billed at **\$25.00 per hour** plus cleaning supplies.
4. All keys are to be returned to the office, or left in the apartment on the day the tenant vacates the apartment. If keys are not returned, re-keying costs will be deducted from the deposit.
5. A forwarding address or delivery instructions must be left with Landlord in writing.
6. **Within 30 days** of vacating, you will be notified by mail, as to the disposition of your deposit.
7. **THIS SECURITY DEPOSIT MAY NOT BE APPLIED TO THE LAST MONTH'S RENT.**
8. Any damages done and all outstanding bills and charges will be assessed to the Security Deposit.
9. All debris, rubbish, garbage, and discards removed from the dwelling & placed in proper receptacles or hauled away.
10. The entire unit scrubbed clean including stove, refrigerator, kitchen bathroom, light fixtures and globes, ceiling fans, cabinets, ceilings, walls, woodwork, window glass, window sills & ledges, baseboard, doors. DIRT IS NOT CONSIDERED "NORMAL WEAR AND TEAR".
11. **STEAM CLEANING:** That upon termination of the rental term, Tenant acknowledges that the Landlord will professionally steam clean all carpets, and that the expense of said steam cleaning shall be deducted from the tenant's security deposit if it is determined that the carpets are in need of cleaning.
12. **Security deposit is considered given equally by all Tenants.**
13. **IF RENTAL APPLICATION IS WITHDRAWN AFTER TENANT IS NOTIFIED OF APPROVAL OR FAILS TO PAY FIRST MONTH'S RENT, THEN SAID DEPOSIT SHALL BE FORFEITED AS LIQUIDATED DAMAGES.**

X_____

X_____

 **SIGN HERE**

This document shall be considered part of your lease, whether attached or not, and any subsequent leases, extensions, or revised leases, or if your lease becomes a month-to-month lease.

MERSHON ENTERPRISES, L.C.
HOUSE RULES

1. **RENT:** Rent is due on the 1st and **late** after the 3rd @ 5:00 P.M. No exception unless arranged with the landlord. There will be a \$12.00 per day late fee up to \$60.00, or if rent is above \$700.00 per month, the late fee is \$20.00 per day up to \$100.00. No exception unless arranged with the landlord.
2. **METHOD OF PAYMENT:** Cash payers must have exact change. If you don't have exact change the landlord will apply the overage to the next month's rent.
3. **RETURN CHECK FEES:** A return check fee of \$30.00 will be charged for any returned checks. After a returned check, rent will have to be paid by cash, money order, or bank draft.
4. **LOCK-OUTS:** If you lock yourself out you may contact the office at (319) 553-1471, 3012 Rownd Street, Cedar Falls, Iowa, to arrange to pick up a key to get in, and return it to the office the same day at no charge. If the landlord brings you a key during business hours, there will be a \$25.00 charge and a \$50.00 charge if after hours. If landlord is not available after business hours, you are responsible for paying a locksmith to get into your unit. Tenant agrees to pay \$50.00 for relocking if at any time during tenancy keys are lost or stolen. For each key not returned at the end of the Dwelling Unit Agreement there will be a \$50.00 charge.
5. **INSURANCE:** Residents are encouraged to purchase renter's insurance on their personal property because the Landlord will not cover any of your losses.
6. **NOISE AND DAMAGES:** Residents are not allowed to make any noise in their unit that is disturbing to the other residents. Residents are responsible for the behavior of any and all guests in their unit, regardless of whether or not resident is present. You are responsible for the cost of any damages your guests may do to the building. To control noises, tenants are to keep down the volume of music and broadcast programs at all time so as not to disturb other tenants' peace and quiet, especially between 10:00 p.m. & 7:00 a.m.
7. **NOISE - WHO TO CALL:** If you are disturbed by another tenant's noise, your first call should be to the tenant or knock on their door, the second call to the police at phone #: 319-273-9612, since they have the power to handle the immediate problem. Your third call should then be to the manager, Mark Mershon at phone #: 319-240-4945, so he can follow up.
8. **HALLWAYS & BIKES:** Hallways are to be used only for passage to and from the unit. Bikes are not allowed to be stored in the hallways. No bikes are to be attached to hand railings. Contact Landlord to approve any outside storage.
9. **STORAGE:** There is no room provided for storage of boats, trailers, campers, or any extra vehicles. Exterior antennas or satellite dishes are not allowed.
10. **TOILETS:** Do not put Charmin toilet paper, personal wipes, disposable diapers, tampons, or any other feminine products in the toilet. Any damage resulting from such action will be charged to the tenant.
11. **REPORTING DAMAGES:** Any damage or needed repairs are to be reported immediately.
12. **SUPERVISION OF CHILDREN:** Children are not to be allowed to play in the hallways or around the entry doors. Children under the age of twelve (12) are not to remain unattended on the premises at any time. You are responsible for the costs of any damage your child or your guests or visitors cause.
13. **DOORS:** All outside or screen doors are to be kept closed at all times. Keep your own door locked at all times for security.
14. **FLAMMABLES:** Storage of flammable materials or liquids in the unit or building is prohibited. No kerosene heaters are to be used on the premises. No grills kept in common areas. Grills to be kept in designated areas, tenant responsible for all clean-up.
15. **ILLEGAL ACTIVITY:** The use, abuse, sale, manufacture, or possession of controlled substances in this unit is due cause for termination of the lease, and such action will be taken if said action occurs on the property. No firearms or weapons are allowed on the premises without written permission of the Landlord. Any illegal conduct or activity against other tenants in the building or co-tenants shall be grounds for termination of your tenancy.
16. **ABSENCES:** You are required to notify the landlord of any absence that extends beyond a seven (7) day period. Absences beyond this length of time without notice may be considered abandonment.
17. **ALTERATIONS:** To not do any painting nor make any alteration or repairs of any kind without prior written approval from the Landlord. Do not use nails, tape, gum-based adhesives, or other fasteners, USE bull-dog hooks with a small nail.
18. **LIGHT BULBS:** Light bulbs are in place and working at the time Tenant's occupancy begins. Thereafter, Tenant will be responsible to replace all bulbs as needed at Tenant's expense. At check-out Tenant will be responsible for all bulbs to be in working order and be of the same wattage and type originally provided.
19. **BATTERIES:** Tenant to be responsible for replacement of any batteries that operate the thermostat or detectors.
20. **MAIL/NEWSPAPERS:** Tenant is to promptly pick up all mail & newspapers and to dispose of unwanted mail and newspapers in Tenant's trash.
21. **NOTICE OF DEFECTS:** Tenant agrees to give landlord immediate notice of any defects in the plumbing, electrical heating, appliances, fixtures or any other part of the premises, including water spots on the ceiling, signs of roof leaking, or other problems, during normal working hours unless an emergency and landlord shall be given a reasonable time to correct the problems.
22. **SIGNS:** Tenant agrees not to conduct a business on the premises or to post any signs, notices or visual displays of any kind on doors, window or exterior walls.
23. **SWIMMING/WADING POOLS:** Tenants are not permitted to use swimming nor wading pools on the premises without Landlord's written permission.

24. **WINDOWS, DOORS & STORMS DOORS:** Tenants are responsible to pay for any broken glass and damaged screening in the dwelling unit regardless of fault while Tenant occupies the premises. Any damages are to be immediately reported to the Landlord so that the repairs can be properly made. Tenants agree to keep screens in place at all times.
25. **SMOKING:** All apartment units and common areas shall be non-smoking. There shall be no smoking of any kind in any part of the building. **All cigarette butts shall be disposed of in proper receptacles outside the building, not on the ground.** Violators are subject to a clean up charge.
26. Violation of any No Pet policy will subject the tenant to forfeiture of their security deposit as liquidated damages.
27. **CITY RULES:** The following rules and regulations are imposed on Tenants, their guests and invitees, due to City ordinances:
- a. The current version of Article II, Minimum Housing Code, Chapter 14, "Housing" of the Cedar Falls City Code of Ordinances and the City pamphlet is placed in each unit. Each tenant acknowledges that they have been furnished a copy of said documents by Landlord.
 - b. Tenants shall not unreasonably interfere with or adversely affect the rights of nearby residents of the quiet enjoyment of their property, and shall not disturb the health, comfort, safety, or general welfare of the occupants of surrounding properties or those within the premises in other apartments.
 - c. Any violation of subparagraph (b) above shall constitute a public nuisance, and tenant shall be responsible for said violation and its consequences and shall hold Landlord harmless thereon.
 - d. Tenants agree to comply with the maximum occupancy standards and the number of persons in each unit shall not exceed those posted on the Certificate of Occupancy posted inside your apartment.
 - e. Tenants shall not illegally create additional dwelling units or additional bedrooms within the existing dwelling unit without Landlord's and the City's permission.
 - f. Tenants shall not improve the property or units without authorization and proper permits, including improvements to the building, electrical, plumbing, or mechanical. Permits shall include proper zoning permits, if necessary.
 - g. Tenants shall not park illegally on the front and side yards in violation of City Code Section 29-177(g)(1) and (h)(1)(b). Tenants shall not create an unapproved parking area, parking lot, or unauthorized expansion of the existing parking lot or area in violation of Section 29-177(e)(4) of the City Code.
 - h. Tenants shall not violate the minimum rental housing code.
 - i. Tenants shall cooperate in the inspection and corrections of any minimum housing code inspections or violations, and shall cooperate with any reinspections, as required and shall not inhibit inspections, reinspections, or corrections of said violations in any way.
 - j. Tenants shall not allow possession of alcohol, liquor, wine, or beer by underage individuals on the premises, in violation of City Code Section 5.23(a) or Iowa Code Section 123.47(2).
 - k. Tenants shall not allow large parties in violation of City Code Section 19.17.
 - l. Tenants shall not conduct bootlegging in violation of Chapter 123.59 of the Iowa Code.
 - m. Tenants shall not improperly use furniture designed for use indoors by placing it in outdoor or yard areas nor improperly store miscellaneous items of debris outdoors in violation of City Code Section 18.2.
 - n. Tenants, when required under the lease, shall remove snow and ice from public sidewalks within a reasonable time of a weather event producing snow and/or ice coverage, as required by Section 23.5 or 23.134 of the City Code.
 - o. Tenants shall not improperly place discarded household bulk items such as furniture, appliances, or other similar household items at the City curb for more than 72 hours without arranging for proper refuse collection pursuant to City Code Section 18.2.
 - p. Tenants shall not store junk and/or inoperable or unlicensed vehicles on the property in violation of Section 18 of the City Code.
 - q. Tenants shall not allow trash and/or litter to be placed in the Landlord's yard in violation of Section 18.2 of the City Code.
 - r. Tenants shall not allow overflowing of dumpsters or refuse cans, which would generate trash or litter in violation of Section 18.2 of the City Code.
 - s. Tenants shall not allow brush piles or piles of other vegetative debris to accumulate in violation of Section 18.2 of the City Code.
 - t. Tenants shall not illegally burn trash, leaves, or other vegetation in violation of Article III of Chapter 11 of the City Code.
 - u. Tenants shall not have unauthorized outdoor fires in violation of Article III of Chapter 11 of the City Code.
 - v. Tenants shall not dispose of tree branches or other vegetation in such a way that it obstructs public sidewalks in violation of Section 20.257(a) of the City Code.
 - w. Tenants shall make sure that refuse containers placed on the curb shall not be placed earlier than 6:00 p.m. the day before scheduled pick up and removed and returned to the side of the residence by 8:00 p.m. the day of refuse pick up pursuant to Section 12.3(b) of the City Code.
 - x. Tenants shall not make or cause noise in violation of Article III of Chapter 18 of the City Code.
 - y. Tenants shall not cause any other nuisances that are enumerated in Section 18.2 of the City Code.
 - z. Tenants shall not remove certifications or materials from their apartment provided by the Landlord pursuant to Chapter 14.207 of the City Code.

aa. Tenants shall not possess, use, or cause any explosions of fireworks in violation of Section 19.28 of the City Code.

bb. Fines Imposed. Tenants shall not violate any other provisions of the City Code, housing code, or any other code or ordinance that the City of Cedar Falls may use to impose fines or penalties upon the Landlord while on the property. If there are any fines imposed or penalties while Tenant resides on the property, the Tenant agrees to reimburse the Landlord for those fines or penalties if it is determined that the Tenant is the responsible party for the Landlord receiving such fine or penalty.

28. **VALIDITY:** Whatever items or terms of these rules that may be found to contrary to any local, state or federal law shall be considered null and void, however shall not affect the validity of any other rules herein.

29. **NO SMOKING:** See attached No Smoking Rules (a-f).

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE LISTED RULES AND ACCEPT THEM AS AN INTEGRAL PART OF THE LEASE. And understand that the rules may be amended or other rules adopted concerning the tenant's use and occupancy of the premises, at the discretion of the Landlord. Tenant agrees to be bound by said rules and understands that should he/she violate these rules, then Landlord would have sufficient grounds for the termination of Tenant's lease.

DATED: _____

X _____

X _____

 **SIGN HERE**

FOR YOUR INFORMATION

MERSHON ENTERPRISES, L.C. DWELLING UNIT RENTAL AGREEMENT

DRAFT

IT IS AGREED, by and between **Mershon Enterprises, L.C., Landlord**, and _____, **Tenant(s)**:

That Landlord hereby leases to Tenants, and Tenants hereby lease from Landlord, the following described premises situated in BLACK HAWK County, Iowa, to-wit:

CEDAR FALLS, IOWA 50613

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 the _____ day of _____, **20__**, to and including the _____ day of _____, **20__**, **at 5:00 P.M.** Said lease (will automatically go to a month-to-month lease thereafter, unless a 60 day notice to terminate the lease is given)/(will not go to a month-to-month lease and will terminate on _____, 20__, at 5:00 P.M.)

2. RENT. Tenant agrees to pay to Landlord, as rental for said term, as follows: **\$_____.00 per month** (includes CFU Storm Water Management Fee of \$3.00 for Clay Street only), in advance, the first rent payment becoming **due upon the 1st day of _____, 20__**, 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 18% per annum. (Lease terms beginning after the 1st of the month will have the first month's rent prorated.) The initial payment of rent and a security deposit must be made in cash, money order or cashier's check. Thereafter, monthly rent payments may be paid by check until the first is dishonored and returned unpaid. If Tenant is a "hold-over" tenant after said lease has been terminated, Tenant will be liable for rental at the rate of \$35.00 per day.

All sums shall be paid to the Landlord at 3012 ROWND STREET, CEDAR FALLS, IA 50613-5813 or at such other place as Landlord may direct, from time to time. Any rents lost in the mail will be treated as if unpaid until received by Landlord. After hours, Tenants may slide payment under the door at the above address where rents are to be paid.

3. RENTAL COLLECTION FEE FOR LATE RENT. In the event rent is not received by 5:00 P.M. on the 3rd of the month, regardless of cause including returned checks or mail delay, Tenant further agrees to pay a MONTHLY late fee for each day rent remains unpaid @ **\$12.00 per day after 5:00 PM on the 3rd of the month with a total not to exceed \$60.00 if rent is \$700.00 or less, or \$20.00 per day with a total not to exceed \$100.00 if rent is over \$700.00.** An administrative fee of \$25.00 will be charged for the issue of each 3 DAY NOTICE TO PAY UNPAID RENT. If the rent is not paid within the three day period, the Landlord will continue the eviction process. The parties agree that any fees or late charges will be considered rent per this Agreement.

4. RETURN OF CHECK CHARGE. If for any reason the check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay a returned check charge of **\$30.00** plus any late penalty. If a check is returned or dishonored, no future checks will be accepted.

5. DEPOSIT SECURITY. At the time this Rental Agreement is signed, Tenant shall pay to Landlord the sum of **\$_____.00**, to be held in savings and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.

6. 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 from the premises not later than the first day of the extended absence.

7. OCCUPANTS. Tenant agrees that no persons except those specifically named in this lease will be permitted to occupy the dwelling unit. Any additional occupant 18 years of age or older must also complete

an Application for Tenancy and be approved by the Landlord. If Tenant fails to inform the Landlord of additional people occupying premises, the Landlord may terminate the lease. No occupants will be allowed or approved whose occupancy will exceed the occupancy standards of the Landlord and/or of any local, state or federal codes or ordinances; who could pose a threat to other tenants, neighbors, or the landlord and/or its employees. Unapproved occupants are trespassers.

8. GUESTS. Guests of Tenant may not stay in the Premises for a period of more than seven (7) nights per month. Written notice of guest's name must be given to Landlord. All guests or invitees of Tenant must adhere to all of the Rules and Regulations.

9. TENANT INFORMATION. Tenant must provide management with his/her telephone and/or cell number, even if that number is unlisted. This number will not be given to anyone not affiliated with the management of the Building.

10. UTILITIES. Tenant agrees to transfer the utilities into his/her name PRIOR to occupying unit by calling Cedar Falls Utilities (CFU) at (319) 268-5280. Utilities not switched after the 3rd day of occupancy will be disconnected. Tenant is responsible for checking with CFU concerning rates and deposits. Tenant agrees to have such accounts in his/her name and/or be responsible for those accounts throughout the term of the lease or occupancy term if longer than lease term.

Utilities shall be furnished and paid for by the party indicated on the following:

	320 Clay/221 W. 4 th	524 W. 6 th
Electricity	Tenant	Landlord
Gas	Landlord	Landlord
Water	Landlord	Tenant
Sewer	Landlord	Tenant
Garbage	Tenant	Tenant
Phone/Cable/internet	Tenant	Tenant
Storm Water Mgmt Fee	Tenant	Tenant
Street Light Fee	Tenant (Pd w/rent to LL)	Tenant

11. 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 CFU.

12. MANAGER. **MARK E. MERSHON, whose address is 3012 ROWND STREET, CEDAR FALLS, IA 50613-5813, phone 319.553.1471 (w) and 319.240.4945 (c), mmershon@cfu.net,** is the person designated by Landlord to manage the premises and to receive and receipt for all notices and demands upon the owner.

13. 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 dwelling unit in a fit and habitable condition. Any misuse or damage caused by Tenant will be Tenant's financial obligation.
- (c) Keep all common areas of the premises in a clean and safe condition, except for snow removal from decks and back steps, which shall be done by Tenant, 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, and other facilities and appliances, supplied or required to be supplied by Landlord. Any misuse or damage caused by Tenant will be Tenant's financial obligation.
- (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.

14. MAINTENANCE BY TENANT. Tenant agrees to:

- (a) Unless specifically requiring presence, Tenant hereby grants Landlord consent to enter the Premises without further notice to complete repairs requested by Tenant.
- (b) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (c) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
- (d) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner. You must take down your trash container **Monday** evenings and return it **Tuesday evening no later than 8:00 p.m.** If you fail to do so you have to take your trash directly to the transfer station or buy a tag and put the tag on your bag of garbage and place it on top of your trash container at the time of garbage pickup or take your trash directly to the transfer station. A fee of \$5.00 per occurrence will be assessed by the Landlord to the Tenant if Landlord moves the trash container to or from the curb. (Clay Street currently allowed to keep trash containers in the alley.)
- (e) Keep all plumbing fixtures in the dwelling unit used by Tenant clean.
- (f) Tenant is responsible for clearing blockages from all drains during occupancy and should be careful to not allow such items as grease, coffee grounds, toys, etc. to go down drains and toilets.
- (g) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances. Space heaters are not to be left on during Tenant's absence.
- (h) Tenant should not perform any rewiring in Premises, or use extension cords from portable electric heaters or any other electrical items to outlets. Tenant should not overload the circuitry.
- (i) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (j) Conduct him/herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- (k) If you have any parking spaces available for your unit, snow removal from the parking areas is the responsibility of the tenant and not the landlord. The landlord will assist you in trying to provide shovels, salt, and sand at time convenient to Landlord.
- (l) Tenant shall be responsible for removal of all snow and ice from the nonpublic sidewalks, steps, decks, porches, and stairs. Landlord provides a shovel and salt that is kept on the premises if needed. Landlord's snow removal person will do what he can to help on the sidewalks and driveways, when accessible.
- (m) Tenant to be responsible for replacement of any batteries that operate the thermostat, smoke detectors, and carbon monoxide sensors and shall test them monthly.
- (n) Tenant to be responsible for replacing all light bulbs during and upon the termination of the lease with like bulbs.

15. RULES. All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing. 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. Tenant acknowledges that he/she & Landlord have inspected the dwelling unit using a move-in checklist of Inventory & Condition and that the unit is in decent, safe, clean and sanitary condition, and that all appliances, fixtures, and equipment in the unit are in good working order. After move-out, Tenant & Landlord should go through inspection using the same form. Attached hereto or to the Security Deposit Agreement or to the Rental Application are the rules and by this reference, all are made a part of this Rental Agreement to also include, whether attached hereto or not, any other documents signed by Tenant, such as Rental Application, Security Deposit Agreement, House Rules, Move-In/Move-Out Checklist, Lead-Based Paint Disclosure, Tenant Acknowledgments Regarding Smoke Detectors, Fire Extinguisher, City Code Requirements, and City Emergency Access.

16. 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, to supply necessary or agreed services, check for electrical heater status, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, prospective 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.

17. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the prior written consent of Landlord. There will be a sublease fee of \$100.00 if the sublessee is approved and a sublease agreement is entered into, which shall be paid at the time the sublease agreement is executed by the sublessee. The sublessee shall complete and submit a Rental Application and sign all related documents, including the lease, a sublease agreement, and have all remaining tenants agree to the sublease agreement and execute it also. The sublessee provide a separate security deposit with the Landlord equal to the security deposit of the sublessor. The security deposits of the sublessor and sublessee shall be retained by Landlord until the lease term is completed. A review of the check-in/check-out list shall be done at the time the sublessee moves in, who must accept the existing condition of the premises, including its cleanliness and agree to be responsible for all damages.

18. FIXTURES AND IMPROVEMENTS. Tenant must leave upon, and surrender to Landlord, the premises at the termination of this Rental Agreement, and all locks, brackets for curtains, shower curtains and shower rods, and all other fixtures, doors, windows, and alterations, additions or improvements made by Tenant shall remain, without any payment therefor. Tenant shall make no structural alterations without Landlord's written consent.

19. 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.

20. DAMAGE TO PREMISES/REIMBURSEMENT. When ever damage to the premises is caused by the carelessness, misuse, abuse or neglect of the Tenant, his/her family, household member, visitor, guest or agent, the Tenant agrees to : repair or otherwise correct the damage at his/her expense and in a manner approved in writing by the Landlord, and to do so within a reasonable time, OR to pay the Landlord the reasonable cost of all repairs and replacements completed by the landlord to restore the premises to a decent, safe and sanitary condition and to do so promptly after completion and billing for payment.

21. HOLD HARMLESS. Tenant agrees to indemnify and hold harmless Management and/or Landlord from and on account of any and all damage to property or personal injury due to fire, theft, or accident to any person(s), or to the merchandise or property of any person(s) arising from the failure of Tenant to keep the Premises in good condition as herein provided, or arising from the negligence of any Co-Tenant and/or his or her guest or by an owner or occupant of adjoining or contiguous apartments. Tenant's agreement to indemnify and hold harmless shall include costs and attorney fees incurred by Landlord on account of any such misuse of the rental property or its facilities or otherwise.

22. INSURANCE. Tenant understands that Landlord is no an insurer of the Tenant's person nor possessions. Landlord shall not be liable for the personal injury or death of Tenant, his/her family or guests or damage or loss to any of the Tenant's personal property for any cause whatsoever, except for Landlord's negligence. **LANDLORD STRONGLY RECOMMENDS THAT TENANT OBTAIN HIS/HER OWN INSURANCE.**

23. 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.

24. 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: (i) by personal delivery (ii) by service in the manner provided by law for the service of original notice, or (iii) by sending Notice prepaid first class postage to the current or last known address of either party by regular and/or certified mail and by email if both Landlord and Tenant have an email address. For purposes hereof, the

place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises.

25. ACKNOWLEDGEMENT OF OPERATING DETECTORS AND RECEIPT OF TESTING AND MAINTENANCE INFORMATION. Tenant hereby acknowledges and affirms that either smoke detectors with a 10 year life or dual sensor smoke detectors and a carbon-monoxide detector has been or will be installed in the rental unit per City Code. Additional smoke detectors may be installed for additional protection at either Tenant's request or at the Landlord's option. Tenant agrees that all the detectors are operating on the date Tenant becomes a resident. Further, Tenant has been provided with literature explaining the nature of the smoke detector and/or have been shown by the Landlord how to properly test and maintain the detectors. Tenant understands that the responsibility for replacing the 9 volt batteries or AA batteries, depending on the model, in the dual sensor smoke detectors or carbon monoxide detector or in the extra smoke detectors and/or maintaining them, rests with Tenant. If any smoke detectors start "chirping," Tenant agrees to immediately notify Landlord so he can address any maintenance, repairs, or replacement to those units if Tenant is unable to resolve the problem. TENANT AGREES TO NEVER REMOVE ANY DETECTORS OR BATTERIES FROM THEM.

26. ADDITIONAL PROVISIONS.

- A. **KEYS:** Tenant will be furnished with ONE set of keys for each Tenant. Tenant agrees to pay for RELOCKING if anytime during tenancy the keys are lost or if ALL COPIES of the keys are not returned at the termination of the tenancy.
- B. **PETS:** Tenant agrees no birds, reptiles, dogs, cats or any animal or pet of any kind are allowed anywhere on the premises at anytime, even temporarily, no matter who owns them, without prior written permission from the Landlord. Pets do not include animals trained and certified service animals. **A VIOLATION OF THIS TERM OF THE LEASE WILL RESULT IN AN AUTOMATIC FORFEITURE OF THE FULL SECURITY DEPOSIT FOR THE RENTAL UNIT TO COVER THE COSTS OF A THOROUGH CLEANING, DEODORIZING THE PROPERTY, FULL CARPET CLEANING, AND CLEANING OUT THE HVAC SYSTEM TO REMOVE PET HAIR OR DANDER.**
- C. **FIRE EXTINGUISHERS:** Fire extinguishers are provided by Landlord and the Tenant is to notify the Landlord of usage or need for replacement. Tenant is responsible for theft, misuse, or improper discharge and shall pay the costs for replacement or recharge. Tenants are required to keep the fire extinguishers in the kitchen, accessible at all times, on the brackets, and keep any operating instructions for the extinguisher facing outward. Tenants agree to inspect the fire extinguisher monthly to ensure the extinguisher is charged and functioning. If the extinguisher loses its charge, the Tenants shall contact the Landlord immediately.
- D. **COMMON AREAS:** Tenants are responsible for keeping yards, hallways, stairways, landings, porches, and entries clear and clean at all times. Storage of items in these areas is prohibited.
- E. **PAINTING:** Tenant is not authorized to paint or alter the premises.
- F. **LIGHTS:** Tenant shall not use string lights or Christmas tree lighting unless they are LED lights.
- G. **PARKING/VEHICLES/RESTRICTIONS:** Landlord provides off-street parking spaces for this apartment but snow removal is the tenant's responsibility. Tenant must keep car from dripping oil and grease. Trailers, boats, recreational vehicles, etc. may not be stored in parking areas.
- H. **ILLEGAL DRUGS/ACTIVITY:** If you observe any of the following items, you must report them to the Management: Unusual odors; Persons who appear to be under the influence of drugs, Scales for weighing drugs; Other drug paraphernalia; What appears to be illegal drugs; An excessive amount of traffic coming and going; Or other suspicious activity that suggests illegal drugs are being used, stored, purchased, sold, or delivered on the premises. If deemed appropriate, suspicious activity will be reported to the local police department and the Federal Drug Enforcement Agency. **Any illegal conduct or activity against other tenants in the building or co-tenants shall be grounds for termination of your tenancy.** This Rental Agreement prohibits any illegal activity in the buildings, including the use, transfer, possession, or creation of illegal drugs. Any Tenant who violates said provisions of the Rental Agreement will have his/her Rental Agreement immediately terminated.
- I. **NOISE:** Tenant is expected to keep the building and parking areas free from disturbing

noises of any kind at all times. Loud talking and excessive or abnormal volume of television, radio, stereo, or computers, will not be tolerated at any time of the day or night.

- J. **ATTIC & BASEMENT ACCESS:** The Landlord shall have access to the basement at all times for purposes of ingress and egress to access the furnace and storage areas of Landlord at all times without notice to the Tenant for purposes of maintaining the heating facility and accessing storage.
- K. **SMOKING:** All apartment units and common areas shall be non-smoking. There shall be no smoking of any kind in any part of the building. All cigarette butts shall be disposed of in a proper receptacle outside the building, not on the ground. Violators are subject to a clean up charges.
- L. **STEAM CLEANING:** Upon termination of the lease term, if the carpets are clean and unstained and in the same condition as when Tenant moved into to the apartment, less normal wear being considered, then Landlord will not require that Tenant be responsible for any steam cleaning costs. However, if the carpets do need to be professionally steam cleaned, which will be presumed if any pets or animals have entered the premises, then the expense will be deducted from Tenant's security deposit. Tenant is advised to contact the Landlord for review of the premises and carpets one week before move out to assess the cleaning that needs to be done to determine the extent of cleaning required of the Tenant. Cleaning of the carpets will only be required and done if it is determined that the carpets, after vacuuming, are still dirty or stained or soiled beyond normal wear and tear.
- M. **PESTS AND PEST CONTROL.** Tenant acknowledges that the property being leased does not have bed bugs, fleas, cockroaches, or other pests, and Tenant has had the opportunity to confirm this matter. Tenant agrees that if they bring in any bed bugs, fleas, cockroaches, or other pests, that the cost to treat these pests will be at Tenant's expense. If these pests migrate to other units in the apartment building, Tenant agrees to be responsible for the pest control treatment in those units also. Tenant is advised not to bring in any furniture that has been discarded in any way or left on the curb, including mattresses, chairs, couches, or similar items, as they may contain pests. The cost of treatment for bed bugs can be in excess of \$1,000.00 per unit. As to household bugs such as spiders, centipedes, silver fish, earwigs, etc., exclusive of cockroaches, as long as the Tenant advises the Landlord, Landlord will spray inside and outside the premises with Home Defense or similar product for these bugs. If any rodents are noticed, Tenant should notify Landlord immediately, and traps will be set.

27. LEAD-BASED PAINT. See attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, and the attached pamphlet, *Protect Your Family from Lead in Your Home*

28. ACKNOWLEDGMENT OF RECEIPT OF CITY MATERIALS. Tenant acknowledges receipt of a copy of the current version of the Cedar Falls City Code Article II, minimum Rental Housing Code of Chapter 14, "Housing," a copy of the current version of the Iowa Uniform Residential Landlord/Tenant Act, Chapter 562A of the Iowa Code, and a pamphlet provided by the City of Cedar Falls containing guidelines of residential rental properties. Tenant agrees to maintain said booklets in the kitchen cupboard where the City Occupancy Permit is maintained.

29. ENTIRE AGREEMENT. This writing, including all referenced documents, whether or not 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.

30. AGREEMENT CHANGES. Landlord reserves the right, from time-to-time, to revise, amend, or modify the contents of the Rules. Tenant will be notified of any rule revision thirty (30) days prior to the revision or addition to the rules becoming effective.

31. RESPONSIBILITY. If more than one Tenant signs this lease, each Tenant agrees to be jointly and severally liable for all provisions of the lease. Each tenant is responsible for the payment of the full rent and damages incurred, not just a share of the rent or limited to only damages they personally incur.

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.

Dated: _____, 20____

MERSHON ENTERPRISES, L.C.

DRAFT

BY: _____
MARK E. MERSHON, MANAGER

DRAFT _____
Tenant

, Tenant

FOR YOUR INFORMATION

MERSHON ENTERPRISES, L.C. NO SMOKING ADDENDUM

- a. Absolutely no smoking (including hookahs) is allowed in any room, unit, or building. Landlord reserves the right to give the statutory notice for violation of the Agreement after any complaint. Units that have a smoking violation are required to show evidence of smoke damage restorative treatment on the carpet cleaning receipt upon move out. Smoking outside the building must not disturb other tenants. Tenants who smoke outside of the building must dispose of all smoking material (butts, empty packs, etc.) in safe, closeable, and appropriate containers. Improper disposal will result in a \$50.00 fee.
- b. **Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form.
- c. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. You may smoke on outdoor decks and open porches.
- d. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
- e. **Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking, unless Landlord knows of said smoking or has been given written notice of said smoking.
- f. **Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.