



DBQ Rentals, LLC
 2453 Roosevelt St.
 Dubuque, IA 52001
 (206) 602-4511
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 www.dbqrentals.com

Rental Agreement/lease

A-1. **Parties** [Tenant and Tenant family], DWELLING UNIT AND TERM: It is agreed this ____ day of _____, _____. Between (Landlord) DBQ RENTALS, LLC and (Tenant[s]) _____ and Tenant’s Household listed as everyone who will occupy dwelling including names and relationships of all occupants and ages of all minor children:

Name	Age	Relationship	Email

That Tenant rents premises located at **1234 Street Name St., Dubuque, Iowa** for use by Tenant only as a private dwelling unit, for a _____ term from <start date> to <end date>.

A-2 RENT: Tenant agrees to pay **\$1,500 per month**, in advance, on the first day of each month to the Landlord at 2453 Roosevelt St., Dubuque, Iowa.

A-3 Payment of Rent: The initial payment of the rent and of the 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. Rent also may be paid by cash, money order or cashier’s checks made payable to DBQ RENTALS, LLC delivered to the Landlord on a regular rent payment days at 2453 Roosevelt St., Dubuque, IA, 52001 . *Date received will be considered date paid.* Rents lost in mail will be treated as unpaid until received.

A-4 Payment Policy: Any payment will always be first applied to outstanding balances, late fees or other charges, with balance of the payment applied to rent due.

A-5 Rental Collection Fee for Late Rent: In the event rent is not received prior to 8 am on the **5th** of the month [regardless of cause including returned checks], Tenant agrees to pay a late fee for Days 1-4 at \$10.00 per day, as not to exceed a monthly late fee of \$40.00 [IA Code 535.2(7)]. No excuses, such as ill health, loss of job, financial emergency or any other excuse will be accepted for late payment. A \$25.00 administrative fee may be charged for the issue of each 3-DAY NOTICE TO PAY UNPAID RENT. If rent is not paid within the three-day waiting period, the Landlord will continue the eviction process.

A-6 Returned 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 **\$25** late fee, plus any penalty charged by Landlord’s bank. If for any reason a check is returned or dishonored, no checks will be accepted for future rent payments. We may prosecute under Iowa theft statute [HF 527 July 1997] which includes bad rent checks as theft.

A-7 Nonpayment of rent: Landlord will follow remedies provided by law if rent is unpaid when due. A processing administrative fee of \$25.00 may be charged for service of each 3 DAY NOTICE TO PAY UNPAID RENT if any portion of rent remains unpaid by **8am** on the **5th** of the month.

A-8 Deposit: Tenant agrees to pay Security Deposit of \$_____ to be held by Landlord. Deposit may be in amount not exceeding two months’ rent; Is NOT last month’s rent payment; is held as security against damage to property, appliances, other furnishings, carpet (normal wear & tear excepted), vacating the dwelling unit in less

than the minimum rental period, unpaid rent, or eviction expenses. A security deposit agreement has been or will be executed.

A-9 Utilities: Tenant agrees to transfer utilities into his/her name PRIOR to occupying unit. Utilities not switched after 3rd day of occupancy will be disconnected. Tenant is responsible for the following utility expenses:

gas electricity water hot water sewer garbage

Tenant is responsible for checking with utility companies concerning rates and deposits; Tenant must sign most recent versions of all contracts and pay required deposits. Tenant agrees to have such accounts in his/her name and to be responsible for those accounts throughout term of the lease or occupancy [whichever is longer]. Both Tenant and Landlord agree to pay their respective utility and service bills in full when they are due. Tenants responsible for water, sewer, and garbage agree to sign-up for monthly billing. To use all utilities in a reasonable manner and to use utilities paid for by landlord in reasonable amounts only and not to install additional appliances or equipment, which would materially affect or increase energy consumption. To be responsible for any and all damages caused by utility shut-offs for non-pay or requested by Tenant and unknown to Landlord [i.e. frozen or burst water pipes, ruined water heaters, etc.]

A-10 Grounds maintenance: Tenant is responsible for 1) mowing the lawn and 2) maintaining the sidewalk and driveway during winter conditions. The grass height must not exceed what's legally allowed by the city. The cement on the rental property must be cleared of snow and ice during winter months to adhere to city laws and maintain general safe keeping.

B. Access: Tenant agrees that Landlord/Owner/Agent shall have the right, subject to Tenant's consent, which shall not be unreasonable withheld, to enter the dwelling unit in order to inspect the premises, make repairs of improvement, supply services, or to exhibit the dwelling to prospective or actual purchasers, mortgages, potential residents or workmen; provided, however, that Landlord may enter unit without Tenant's consent in case of an emergency, scheduled repairs, or if it is impracticable to do so.

C. Conditioned of Dwelling unit: Tenant agrees that unit and property of which it is a part are in good and satisfactory condition at time of possession and that floors, carpeting, walls, appliances, cupboards, windows, storm windows and screens, glass, and equipment are clean, in good working-order and unbroken. Tenant shall have right to report, in writing, any defects or damages to Landlord within 72 hours from date of occupancy. Without said report, it will be assumed that unit is in acceptable condition. Tenant agrees to use reasonable care in protection & care of dwelling & premises during occupancy and at end of the tenancy to deliver up and surrender premises to Landlord in condition as good as when received, reasonable wear and tear accepted.

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

E. Furnishings: Tenant agrees to leave following furnished items in same condition at termination of occupancy as they are at beginning of occupancy:

Stove

Refrigerator

garbage can\lid #

smoke alarm[s] ___ ceiling paddle fan/light

air conditioner

___exhaust hood with clean filter

___Vacuum cleaner

___Dehumidifier

- Washer
- Dryer
- Snow shovel
- Rake
- Curtains
- Rods
- Blinds
- Dishwasher
- Disposal
- Fireplace screens/tools
- Snow blower

F. Insurance: Tenant understands that Landlord is not an insurer of the Tenant, nor the tenant's possessions. Landlord shall not be liable for personal injury or death of tenant, his/her family or guests or damage or loss of any of the Tenant's personal property for any cause whatsoever.

Landlord recommends that tenant have renter's insurance

If tenant has any waterbeds, tenant must provide a copy of renter's insurance with waterbed endorsement or special waterbed policy to cover any possible damage caused by waterbed. Policy is to be made out with Landlord designated.

G. Keys: Tenant will be furnished with ONE set of keys. Tenant agrees to pay for RE-LOCKING if anytime during tenancy the keys are lost or if ALL COPIES of keys are not returned at termination of tenancy. When moving out, rent will be owed until ALL copies of keys are returned to Landlord.

H. Management\Disclosure: Tenant acknowledges that he\she has been informed that the people designated to act on behalf of the owners are: Michael Laugesen. To report service or maintenance problems or to serve any legal processes, the Tenant should first call 563-581-2720.

I. Notices: Services of any notice required under this Lease or Iowa Law shall be accomplished by: (1) personal hand delivery to the other party or to any adult occupant, (2) serving in the manner provided by law for the service of original notice, (3) sending Notice by certified mail, return receipt requested, to the last known address, (4) sending Notice prepaid first class postage to current or last known address of either party, (5) posting when allowed by law.

J. Occupants: No persons except those specifically named on Application and in Section A of this Agreement will be permitted to occupy the dwelling. 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 Landlord of additional people occupying premises, the Landlord may charge a fee and/or 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 his employees. Unapproved occupants are trespassers.

K. Painting, Alterations, Additions: Tenant agrees not do ANY painting nor to make any alterations, changes, removals, or additions to the unit without prior written approval from the Landlord. No nails, tape, gum-based adhesives, nor fasteners other than bull-dog hooks with small nails are to be used on the walls without Landlords written approval. Nothing should be used on the woodwork or doors. If Tenant has large items to hang, contact Landlord\Manager for help or advice.

I. Pets: Tenant agrees that no fish, birds, reptiles, animals or pets of any kind are allowed anywhere on the premises at any time, even temporarily, no matter who owns them, without prior written permission from the Landlord including a Pet Agreement. If any Tenant notices anyone with a pet on the premises, he/she agrees to

report the sighting immediately to the Landlord\Agent\Manager. "Pets" does not include animals trained to serve the handicapped, such as Seeing Eye dogs or hearing dogs.

M. Responsibility: If more than one Tenant, each Tenant agrees to jointly and severally accept liability for all provisions of 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. Unapproved roommates are trespassers.

N. Rules: Tenant agrees that he/she has received in writing all existing RULES concerning the tenant's use and occupancy of the premises. Tenant understands that additionally, Landlord may, from time to time, and in the manner provided by law, adopt, further or amended written rules concerning the Tenant use and occupancy of the premises.

O. Termination: If Tenant intends to vacate at end of Agreement\lease, Tenant shall give Landlord **sixty** days written notice prior to moving-out and prior to expiration of lease except for lease expiring in months of December, January, February, and March where sixty [60] days prior notice shall be required. Notice is due on or before 1st of month and Tenant must be moved out by end of month in which lease terminates. Such notice shall be in writing and shall give a specific date {at least by last day of month} and time for moving out, and give forwarding address or other instructions for return of deposit. Notice given on the 15th will be a 6 week notice.

If this is a Section 8 lease, the notice periods are those required by Section 8.

In the event less than required notice is given or if Tenant "holds-over" past expiration of lease or past end of month, Tenant's account may be charged \$75.00 daily and eviction proceedings may being.

After being completely moved-out, Tenant will return all copies of all keys, and go through move-out inspection with Landlord [for which tenant should have made prior arrangements so that inspection can be held prior to 5:00pm], and provide written forwarding address.

P. Tenant agrees to cooperate with showings and will receive 24 hour notice prior to showings. Either party can terminate this agreement with sixty (60) days written notice.

Q. Illegal Provisions not affecting legal provisions: Whatever item in this lease is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared and it shall not affect the validity of any other time in the lease.

Tenant agrees that he/she has read this agreement. Tenant[s] acknowledges receipt of _____ keys to be returned at move-out. I\We agree to abide by the terms of this Rental Agreement.

_____ Signature of Landlord\Agent	_____ Date
_____ Signature of Tenant #1	_____ Date
_____ Signature of Tenant #2	_____ Date
_____ Signature of Tenant #3	_____ Date
_____ Signature of Tenant #4	_____ Date