

Addendum to Lease Agreement

I. Rent

Tenant agrees to pay Landlord, as rental for said term, as follows:

- a. \$ 900.00 upon execution of this instrument as rental for the first month
- b. \$ 900.00 on the first of each month, in advance, thereafter during the remainder of the term of the lease.
- c. All sums shall be paid to the Landlord at **7629 Commerce Park, Dubuque, IA 52002**, or at such other place as Landlord may, from time to time, direct. All sums shall be paid either by cash or in money order, certified check or personal check payable to Callahan Construction Inc., or in such other manner as Landlord may, from time to time, direct.
- d. In the event that the rent is more than five (5) days delinquent, but less than eleven (11) days delinquent, the tenant shall incur an additional charge of fifteen dollars. In the event that rent is eleven (11) or more days delinquent, the Tenant shall incur an additional charge of twenty-five dollars (\$25.00). The late fees identified herein are cumulative and a total of forty dollars (\$40.00) per month may be incurred. This provision in no way modifies the periodic rental due date of the first day of each month identified in paragraph 1 (b) above. Further, this provision in no way limits or modifies the legal remedies available to the Landlord pursuant to this lease agreement or pursuant to Iowa Code.
- e. All payments received by a Landlord shall **first be applied to late fees incurred**. Any remaining proceeds shall be applied to rent, with the rent being paid in the order in which it is incurred, which application will result in the last rent incurred be paid last. This provision shall govern the application of all payments received by the Landlord from the Tenant unless otherwise agreed to by the Landlord and the Tenant and documented in writing.

II. Abandonment

The Landlord is attempting to exercise due diligence regarding the Tenant's property. The Tenant agrees that all personal belongings must be removed from the premises when the Lease Agreement/Rental Agreement terminates. The Tenant agrees that any property remaining after tenancy termination becomes the property of the Landlord and that the Tenant has forfeited possession rights. Landlord may dispose of the property at Landlord's sole discretion. Tenant has no further right to claim to said property. Any arrangements contrary to the preceding statements must be agreed upon by Landlord and Tenant prior to tenancy termination and must be made in writing.

III. Additional Remedies

In addition to the remedies outlined within this Lease Agreement, the Landlord is entitled to remedies available pursuant in the Iowa Code including, but not necessarily limited to, the Uniform Residential Landlord/Tenant Act (Iowa Code Chapter 562A), the Mobile Home Parks Residential Landlord and Tenant Law (Iowa Code Chapter 562B), and the Forcible Entry or Detention of Real Property (Iowa Code Chapter 648).

Tenant

Landlord (agent)

Tenant

Date