

## Dwelling Unit Rental Agreement

IT IS AGREED, by and between Callahan Construction Inc., Landlord, and \_\_\_\_\_, Tenant:  
That Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following  
described premises situated in Dubuque County, Iowa, to-wit:

Apartment # \_\_\_\_\_ in apartment building \_\_\_\_\_, locally known  
as Commerce Park Place, Dubuque, IA 52002, 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. Terms.** The duration of this Rental Agreement shall be from the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to and including the \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

**2. Rent.** Tenant agrees to pay to Landlord, as rental for said term, as follows \$ \_\_\_\_\_ per  
month, in advance, with the first month's rent becoming due upon  
(i) the execution of this Rental Agreement or,  
(ii) the \_\_\_\_\_

**RENT IS DUE AND PAYABLE ON THE FIRST DAY OF EACH MONTH!!** Checks should be made payable  
to **Callahan Construction Inc.** Rent should be mailed to **7629 Commerce Park, Dubuque, IA 52002.**  
There will be a late rent service charge on all over due rents: more than five days late but less than  
eleven \$15.00, in the event that the rent is more than 11 days delinquent the tenant shall incur an  
additional charge of \$25.00. Late fees identified herein are cumulative and a total of \$40.00 per  
month can be incurred. This charge is necessary because of the additional paperwork and book-  
keeping expense of handling late payments.

All rent or deposit checks returned by the bank because of insufficient funds shall be charged a  
\$25.00 NSF fee in addition to the late fee charged. Please note that all received payments 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 being 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 tenant and  
documented in writing.

Prorated rent for early move in shall be \$\_\_\_\_\_/day x \_\_\_\_ days = \$ \_\_\_\_\_. All rules and regulations  
and lease agreement conditions shall be applicable at this time.

**3. Deposit Security.** At the time of execution of this Rental Agreement, Tenant shall pay to  
Landlord in trust the sum of \$\_\_\_\_\_, (not to exceed two months' rent) to be held and disbursed  
as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant  
Act.

**4. Pet Deposit.** At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in  
trust the sum of \$     N/A    , (not to exceed two month's rent) to be hold and disbursed as a pet  
security deposit.

**5. Renters Insurance.** Tenant is responsible for their own renters insurance. Commerce Park Place requires renters to buy and maintain **renters insurance with at least \$500,000 of liability coverage.** No policy held by the Landlord will cover Tenants losses. Tenants are only allowed in the unit after the office has received a copy of their certificate of renters insurance. When getting your renter insurance make sure to add Callahan Construction Inc. as your additional insured, allowing the insurance company to automatically send the copy of your certificate of insurance to the office. In the event that you would not be renewing your renters insurance you must provide Landlord a minimum of 30 days advance notice of cancellation or nonrenewal of policies.

**6. Used-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 absences from the premises not later than the first day of the extended absence.

**7. Utilities.** Utilities shall be furnished and paid for by the party indicated on the following chart:

	Landlord	Tenant
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Water/Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Garbage Removal	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

**8. 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.

**9. Manager.** Callahan Construction (Katie) 563-588-4273 is/are the person(s) designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

**10. 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 working 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) Provide and maintain appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal.
- f) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling units 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.

If the dwelling unit is a single family residence, it is understood and agreed that Tenant shall perform the landlord's duties specified in Paragraphs (e) and (f) above, and shall also make whatever repairs, alterations and remodeling, and perform whatever maintenance tasks, as may be specified on an addendum, which shall be attached hereto, and signed by the parties.

**11. 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.
- 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.

In addition, if the dwelling unit is other than a single family residence, Tenant shall perform those repairs, maintenance tasks, alterations or remodeling as shall be specified in a separate writing signed by the parties and supported by adequate consideration; and Landlord shall not treat performance of such separate agreement as a condition to an obligation or a performance of this Rental Agreement.

**12. 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.

**13. Pets.** No pets shall be allowed except in the pet protected units. Visitations of pet are also excluded unless in pet protected units. No attachments shall be allowed on the building or premises (ex. bird feeder)

- 14. Access.** Except in instances where we are requested not to enter an apartment when tenant is not at home, our staff will enter your apartment to do the job they are assigned to perform. If you are at any time doubtful as to the identity of maintenance staff, you are privileged to refuse admission. Please call the manager's office in these instances. The 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. The tenant will be charged for all repairs and damages which are due to carelessness or negligence whether deliberate or accidental. These charges must be paid upon receipt of a statement of charges.
- 15. Assignment and Subletting.** Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of the Landlord.
- 16. 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 attaches to doors, windows or woodwork , and all alterations, additions, or improvements made by Tenant, without any payment therefore. Tenant shall make no structural alterations without Landlord's written consent.
- 17. 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 unit 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.
- 18. 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.
- 19. Notice to Move Out or Vacate.** After the original lease period, the dwelling unit rental agreement **TERMS** will continue in effect on a month to month basis if a new lease is not signed. **A 30 day notice to vacate is due on or before the 1st of the month.**
- 20. 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.

**21. 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 said notice by certified or registered mail, return receipt requested, to the last known 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.

**22. 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.

**23. 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.

**24. Certification.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation names 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 administrated by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly on behalf of, or instigating or facilitating this transaction, directly or indirectly or behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from against any and all claims, damages, losses, risk, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of foregoing certification.

**25. Broken Lease Agreements.** In the event that tenant breaches the terms of the Lease Agreement, tenant shall be obligated to make payment for the monthly lease payment through the end of the lease term. Further, tenant shall be required to make payment for the minimum monthly charges through the end of the lease term. The landlord, upon tenant vacating the unit and advising landlord of such, shall attempt to minimize its damages by reletting the property. In the event that landlord successfully relets the property, then effective with the first month of rent paid by the new tenant, the prior tenant's obligation to pay the monthly rent and the monthly utility charges will terminate. Tenant shall further be charged for the costs associated with landlord reletting the property, which such costs to be itemized as follows:

- a) \$75.00 application and administration processing fee for each new tenant
- b) All advertising costs incurred by landlord
- c) \$10.00 for each unit showing by landlord or perspective tenants, which sum was arrived at based on a \$20.00 per hour wage and assuming that a showing will last approximately 1/2 hour. Such charge shall be adjusted based on the actual amount of time spent.

**26. Abandonment.** The landlord is attempting to exercise due diligence regarding the Tenant's property. The Tenant agrees that all personal belongs 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.

**27. 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).

**28. Additional Provisions.** This agreement incorporates by reference, as set forth hereof, the following documents: Rules and Regulations, Crime Free Lease Addendum, Garage Rental Agreement, Parking Addendum, Grill Agreement, Washer/Dryer Lease Agreement and Apartment Move-in/Move-Out Inspection

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date