

Additional Provisions

8. ASSIGNMENT BY LANDLORD Landlord reserves the right to assign its interest in this lease and any sums received or to be received. This lease may be terminated by Landlord in the event of the sale of premises, or if premises must be altered or razed by giving Tenants 30 days' written notice. The termination time and yielding of possession shall be specified in the notice.

9. INSURANCE Landlord strongly encourages Tenant to obtain renter's insurance coverage. Landlord is not responsible for damage to or loss of Tenant's property, where such damage or loss is insurable by Tenant.

10. Manager Furman Property Management, 2607 Northridge Parkway, Ames, Iowa (515-232-8884) is agent designated by owner to manage premises.

11. Occupancy Limits Only Tenant and Tenant's minor children may occupy the Unit. Tenant shall not permit more persons to occupy unit than permitted by law.

12. Access Landlord shall have the right, subject to Tenant's consent, which shall not be unreasonably withheld, to enter the unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the unit to prospective or actual purchasers, mortgagees, Tenants, workmen or contractors; provided, however, that Landlord may enter the unit without Tenant's consent in case of emergency, scheduled repairs, or if impracticable to secure permission and as otherwise provided in the IURLTA.

13. Fixtures and Improvements Tenant shall leave premises at the lease's termination and surrender to Landlord all locks, curtain brackets, and all other fixtures attached to doors, windows or wood, and all alterations, additions, improvements made by Tenant, without any payment. Tenant shall make no structural alterations to premises without Landlord's prior written consent. Tenant shall surrender possession of premises to Landlord in as good repair and condition as the same are now, or may hereafter be placed, ordinary wear-and-tear and non-negligent damage by fire or the elements excepted, at the expiration of this lease without notice to quit. Tenant shall not perform, or permit another to perform, any interior decoration or remodeling without Landlord's prior written consent. Interior decoration or remodeling shall include, but is not limited to: painting; wallpapering; removal/replacement of doors, locks or windows; and nailing, tacking, gluing, or taping anything to walls, floors, or ceilings.

14. Landlord Maintenance Landlord Shall:

- a. Comply with requirements of applicable building and housing codes.
- b. Perform all repairs and keep unit in habitable condition.
- c. Keep common areas in a clean and safe condition, except that Landlord is not liable for any injury caused by objects or materials which belong to, or which Tenant may have placed in common areas.
- d. Maintain in good, safe working order and condition all electrical, plumbing, sanitary, heating, air conditioning, ventilating, elevators, and other facilities and receptacles.
- e. Maintain receptacles accessible to Tenant, for central collection and removal of ashes, garbage, rubbish, and other waste incidental to tenant's occupancy and arrange for the removal except when Tenant is designated (see paragraph 5, page 1).
- f. Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the unit is not required by law to be equipped for that purpose or the 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 consumption.

15. Tenant Maintenance, Other Duties Tenant Shall:

- a. Comply with all obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety.
- b. Keep the premises that Tenant occupies and uses as clean and safe as the condition of the premises permits and refrain from disposing of ashes, rubbish, garbage, and other waste in an unclean or unsafe manner.
- c. Refrain from deliberately or negligently destroying, defacing, damaging, impairing, or removing a part of the premises or knowingly permitting another person to do so.
- d. Keep all plumbing fixtures in unit as clean as condition permits and use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in a safe and reasonable manner. Tenant shall not discard any items other than human waste and reasonable amounts of toilet paper down the toilet and refrain from putting blue (or any colored) cleaning tablets in toilet. Do not put grease, potato peels, rice, non-food items, and /or large quantities of food in the garbage disposal.
- e. Pay charges from phone company. Landlord is responsible for having one working phone jack at the lease term commencement.
- f. If Tenant must do lawn/snow care, Tenant must mow, rake, and trim and/or remove snow within reasonable time frame, and in any event within the time required by any state or local law.
- g. Light bulbs are furnished at move-in. Thereafter, Tenants replace all bulbs with same wattage and at their expense. DO NOT use any light bulbs higher than 60 watts.
- h. Provide garbage containers if responsible (refer to paragraph 5, page 1).
- i. Plunge toilets, run exhaust fans when necessary, defrost freezer, notify Landlord to recharge fire extinguisher, disconnect exterior water hoses during winter, use proper cleaning supplies, change smoke detector batteries, change light bulbs and replace furnace filters in appropriate units.
- j. Reasonably use electrical, plumbing, sanitary, heating, ventilation, air conditioning, other facilities and appliances, including elevators. Thermostat (heat) should not be shut off or set below 65 degrees in the winter months. Tenant must maintain a 3-foot clearance around the furnace, water heater, electrical panel, and any other related fixtures.
- k. Refrain from using furnace area as storage room.

- l. Promptly report all leaking water and electrical or mechanical malfunctions observed in unit and/or building.
- m. Ensure at the time of vacating the premises that all carpeting and other flooring is returned to the same condition it was in prior to move-in, normal wear-and-tear excepted. Upon vacating, carpet must be cleaned to professional standards. Because tenants typically lack the training, experience, and access to specialized equipment that is generally required in order to meet this high standard of cleanliness, carpeting should be professionally cleaned by a carpet service company, the selection of which company shall be subject to the approval of Landlord, which shall not be unreasonably withheld. Approved forms of professional carpet cleaning include the extraction method and the dry clean method. Information may be requested from Landlord as to approved or recommended methods and cleaning companies. The Unit must be completely vacated before carpets are cleaned so there is no traffic on the carpet. A receipt for cleaning should be given to the inspector at the time of inspection. Carpets must be cleaned to professional standards prior to inspection; failure to do so will result in a \$50 fee charge in addition to professional carpet cleaning charges, all of which shall be deemed additional rent. Tenant acknowledges that the failure to have carpets cleaned to professional standards prior to inspection will cause Landlord to incur costs and expenses, which may include but not be limited to "same-day" professional carpet cleaning charges or overtime or non-business-hours rates. Landlord and Tenant agree that the \$50 fee represents a reasonable estimate of the costs Landlord would incur by reason of Tenant's failure to have carpets cleaned to professional standards prior to inspection. Should Landlord determine at the time of inspection that carpeting must be replaced, Tenant shall not be entitled to reimbursement for carpet cleaning costs or for Tenant's liability for carpet replacement costs to be reduced by the amount of such costs.

Tenant acknowledges that, under the IURLTA, Tenant has a duty to maintain the premises, and this duty includes, but is not limited to, compliance with the above requirements. Any violation of these or other requirements herein or failure to maintain the premises that materially affects health and safety shall constitute an actionable breach of this Agreement entitling Landlord to demand Tenant to cure the breach, terminate the Agreement, seek to retake possession of the Unit, and/or seek an award of Landlord's actual damages. *If Tenant breaches Tenant's duty to comply with the statutory duty to maintain the Unit or with any other obligation imposed by law or this Agreement and that noncompliance materially affects health and safety, Landlord may enter the Unit, cause any work necessitated by Tenant's breach to be performed in a skillful and workmanlike manner, and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value as additional rent on the next date when periodic rent is due, or, if the Agreement has terminated, for immediate payment.* Landlord may only enter the Unit to remedy Tenant's breach if the breach is remediable by repair or replacement or cleaning and Tenant fails to comply as promptly as conditions require in an emergency or within the applicable period as stated in Landlord's written notice to Tenant specifying the breach and demanding that the breach be remedied by Tenant within 7 or more days. If the breach is remediable by repairs or the payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, this Agreement shall not terminate. However, if substantially the same act or omission which constituted the breach for which notice was given recurs within six months, Landlord may terminate this Agreement upon at least seven days' written notice specifying the breach and the date of termination of the Agreement.

16. Renewal Lease Landlord may elect to send Tenant a proposed new Agreement about 210 days before the termination of this Agreement's term. If Tenant desires to continue occupying the unit, Tenant shall sign and return the lease no later than 180 days prior to the end of the term. Failure to do so will mean the term will expire. Such time limits allow Landlord and Tenant time to plan for the next term.

17. Holdover If Tenant remains in possession without Landlord's written consent after expiration of the term of this agreement or its termination, Landlord may bring action for possession. If Tenant's holdover is willful and not in good faith, Landlord may also recover the actual damages sustained by Landlord and reasonable attorney's fees allowed by court.

18. Present and Continuing Habitability Tenant has inspected the property and fixtures and acknowledges they are in reasonable and acceptable conditions of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in like condition. If conditions change such that, in Tenant's opinion, the habitability and rented value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord. Tenant is expected to return Unit in same condition upon vacating, ordinary wear-and-tear excepted.

19. Use-Absences-Abandonment Unless otherwise agreed in writing, Tenant shall occupy the premises as a Unit. Tenant shall notify Landlord of any anticipated extended absences (14 days or longer) from the premises no later than the first day of the extended absence. Failure to do so may result in Landlord seeking damages or treating the absence as abandonment. It shall be presumed Tenant has abandoned the premises if an absence lasts longer than 21 days without notice to the Landlord. If Tenant abandons the unit, Landlord will make reasonable efforts to rent it at fair rental. However, Landlord will not be deemed to have accepted any abandonment as a surrender unless written notice of the election to do so is given to the Tenant. Acceptance of keys to the Unit does not constitute an acceptance of any abandonment. If Tenant abandons personal property in or about the Unit, Landlord's obligation with respect to such property shall be limited to (1) the obligation to protect it from injury if removed by Landlord, and (2) if possible, to give Tenant notice that such property will be disposed of by the sale are treated as a security deposit and are subject to paragraph 4, page 1, provided the 30-day period allowed by statute shall run from the date of the sale. Landlord may make a determination that the value of personal property is of no nominal value.

20. Fire and Casualty Damage If the Unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Unit is substantially impaired, Tenant may (a) immediately vacate the premises and notify the Landlord within 14 days of Tenant's intent to terminate this lease, in which case this lease shall terminate as the date of the vacating, or (b) if continued occupancy is lawful, vacate only that part of the Unit rendered unusable by fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the Unit's fair rental value. If this lease shall terminate under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the IURLTA. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

21. Notices Any notice, for which provision is made to the 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: (a) personal delivery, (b) service in the manner provided by law for the service of original notice, or (c) by sending said notice by certified or registered mail to the recipient's last known address. Tenant shall provide any notice to the Landlord, or the Landlord's agent, at the place for the payment of rent as identified herein.

22. Construction, Entire Agreement Words/phrases shall be written in singular or plural number, and masculine, feminine, or neutral gender, according to the context. This writing and any addendum constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no statement, representation, or promise with reference to this lease or the subject matter thereof shall not be binding upon either of the parties unless in writing and signed by both Landlord and Tenant. It is valid if signed in counterparts in the event Tenants, Co-Tenant, or Guarantors sign separate copies which Landlord executes.

23. Subleasing/Assigning of Lease, Termination Tenants shall not assign this lease, nor sublet the unit or any part of their interest, without Landlord's prior written consent. If Tenant wants to assign or sublet, the proposed Assignee(s) shall submit a rental application to Landlord, and Tenant shall pay the actual costs and expenses incurred by Landlord by reason of Tenant's actual or proposed subleasing/assigning of Tenant's lease or any of Tenant's interest thereunder, if any, which shall be deemed additional rent payable on the next date when periodic rent is due. Tenant's repayment obligation shall be reduced in amount to the extent that Landlord is able to avoid incurring such costs and expenses because Tenant exclusively finds and shows the Unit to Tenant's own Assignee. The Assignee shall pay a deposit equal to one month's current rent. Landlord has until two weeks after the Assignee takes possession to choose whether to release Tenant. A release shall only be given upon Landlord's approval of a qualified Assignee, which approval shall not be unreasonably withheld, and may become effective upon the Assignee's payment of a deposit equal to one month's current rent, the Assignee's execution of a written rental agreement acceptable to Landlord, and the Assignee's taking possession. Until then, Tenant shall remain liable for rent, utilities, and cleaning subject to the other terms of this agreement. In any event, Tenant's obligation to pay rent shall continue following termination of the lease unless Landlord expressly agrees otherwise in writing.

24. Additions/Changes of Tenants Tenant understands that Landlord may or may not approve of any requests for Tenant additions or changes depending on the creditworthiness of the proposed New Tenant, Outgoing Tenant, Remaining Tenant, or Guarantor. All Tenants and Guarantors must be approved by Landlord. All requests for the change or addition of roommate(s) shall be made by completing the Request for Roommate Addition or Change form supplied by Landlord for such purpose. Tenant acknowledges that, in processing requests for Tenant additions or changes, Landlord incurs costs and expenses, including, but not limited to: costs relating to processing applications, preparing documents, credit checks, and other costs and expenses. *Accordingly, if Tenant wants to add or change a roommate, the proposed additional/different roommate shall be required to submit a rental application to Landlord, and the Tenant(s) requesting to add or change a roommate shall be required to submit a Request for Roommate Addition or Change Form and to pay to Landlord a nonrefundable Tenant Change/Addition Fee of \$50.00, which must be paid at the time of this request.* Landlord and Tenant agree that the Tenant Change/Addition Fee represents a reasonable estimate of the costs Landlord would incur in processing requests for Tenant additions or changes.

25. Move Out Inspection Landlord will schedule a move-out inspection before the termination of the lease and send the Tenant guidelines concerning inspection along with the date and time of the inspection. All keys and forwarding addresses must be submitted to Landlord at time of inspection. Tenant will be charged for the actual costs of replacing keys/changing locks and for all re-inspections due to Tenant not being ready by the inspection time originally scheduled by Landlord.

26. Pest Control Tenant is responsible for pest control when pests come as a result of Tenant negligence. Tenant agrees to cooperate with extermination attempts and remove belongings from cabinets and closets if necessary. If Tenant fails to cooperate, any additional costs incurred by Landlord will be assessed to the Tenant, including retreatment.

27. Payment Policy Tenant must pay the full amount of rent due each month by only one personal check, or one cashier's check, or one money order. If rent is not paid in full with only ONE of the forms of payment requested by the Landlord, Tenant will be charged for the actual costs associated with processing each additional form of payment received.

28. Release of Rental Information Tenant agrees to authorize Landlord to release their rental history to other Landlords that request this information. Tenant also agrees to authorize Landlord to release all names on this lease agreement and any future occupancy name changes to the United States Postal Service.

29. Application of Payments Tenant acknowledges that all monetary sums submitted to Landlord by Tenant shall first be applied to any delinquent monies due and owing to Landlord by Tenant prior to being applied to any sums currently due and owing to Landlord by Tenant. In the event that such application of payments results in partial payment of rent currently due, Tenant may be charged a Late Payment Fee (see paragraph 2, page 1).

30. Clear and Present Danger Tenant shall not create or maintain a threat constituting a clear and present danger to the health and safety of other tenants, the Landlord, the Landlord's employees or agents, or other persons within the dwelling unit or within 1,000 feet of the Landlord's property.

31. Kegs No alcoholic containers larger than 2 gallons allowed (kegs, party balls, etc.) on premises. Violating this rule constitutes material noncompliance with this lease and may result in the termination of your lease. Tenant will be charged for the actual costs and expenses incurred by Landlord by reason of Tenant's violation of this provision.

32. General Conduct - Tenant (and Guest) Shall Not:

- a. Permit or do anything to annoy, harass, embarrass or inconvenience another Tenant in said or adjoining premises.
- b. Provide false or misleading information on the rental application. If such information is or would have been relevant to Landlord's decision to rent unit, Tenant will have materially breached these Rules.

- c. Destroy, deface, damage, impair or remove a part of the premises or knowingly permit a person to do so.
- d. Profane, obscene, loud or boisterous language or unseemly behavior and conduct is prohibited.
- e. Engage in or permit criminal activity on or near the premises. Any such criminal activities, whether engaged in by a Tenant, any member of the Tenant's household, or any other person under the Tenant's control, may result in the termination of your lease.

33. Noise Pianos, radios, television sets, and other such devices shall not be played or operated at an unreasonable volume at any time. Each Tenant is required by his or her lease to conduct his or her self in a manner that will not disturb a neighbor's peaceful enjoyment of the premises. More than 2 complaints within the lease period may result in the termination of your lease.

34. Pets NO PETS OR OTHER ANIMALS ALLOWED ON PREMISES!!! Pet-sitting is prohibited. Although pets/animals are not allowed, service animals assisting the handicapped will be permitted as required by law. Landlord considers violation of this rule particularly serious because of damage done by pets to units. Aquariums that do not pose a significant risk of harm to the Unit, other tenants, or other property of the Landlord or cause leakage or condensation in the Unit may be permitted with Landlord's prior written consent. Tenant will be charged for the actual costs and expenses incurred by Landlord by reason of Tenant's violation of this provision.

35. Motor Vehicles, Parking, Garages

- a. Washing/repairing vehicles on premises is prohibited.
- b. Motor vehicles must be operable and have current licensing and registration or they will be towed at the vehicle owner's expense.
- c. No parking on lawns or in other areas not designated for parking, even while loading or unloading. Damages, including towing charges, shall be assessed against the offending Tenant.
- d. If a garage is provided, tenant may not rent out to anyone NO MATTER WHAT THE CIRCUMSTANCE!
- e. No more than 2 cars for a 1 or 2 bedroom will be allowed.

36. General Rules

- a. Do not place any upholstered furniture or other indoor furniture in the yard for use as lawn furniture.
- b. No kerosene heaters or lamps are permitted on the premises. No petroleum powered vehicles.
- c. No live Christmas trees are permitted on the premises. Artificial trees are allowed. Tenant will be charged for the actual costs and expenses incurred by Landlord by reason of Tenant's violation of this provision.
- d. No bicycles are allowed in apartments or interior common areas due to the risk of damage to the carpet and walls. Tenant will be charged for the actual costs and expenses incurred by Landlord by reason of Tenant's violation of this provision.
- e. Tenant will be charged for the actual costs and expenses incurred by Landlord in responding to lockouts during regular business hours, and such charges shall be deemed additional rent payable on the next date when periodic rent is due. For lockouts not during regular business hours, the Tenant must contact a locksmith and Tenant will be solely responsible for all charges.
- f. Waterbeds are permitted only with written proof of renter's insurance with policy provisions covering damages associated with waterbeds.
- g. No candles are to be lit in the units due to the obvious fire hazard posed by the same.
- h. Do not cover any part of the interior or exterior of the stove/oven with tin foil, aluminum foil, or any other materials for any reason. Tenant will be charged for the actual costs and expenses incurred by Landlord by reason of Tenant's violation of this provision.

37. Entrance, Exit, Common Area - Tenant Shall Not:

- a. Block entrances or exits. Tenant shall properly use halls, stairs, laundry rooms, storage, garages, sidewalks, drive & parking lots. Landlord reserves the right to remove and dispose of any items in the common halls, stairs, laundry rooms, sidewalks, drive, and parking lots at its discretion with no notice.
- b. Use toys, bikes, grills, or other property in common areas. Landlord may hold property to protect Tenants from injuring themselves.
- c. Attach or display signs, notices, or ads on the premises.
- d. Drink alcoholic beverages in common area.
- e. Smoke in halls, laundry, or other indoor common areas.
- f. Use and/or store grills (charcoal, gas, pellet, wood, or other combustible) on decks or patios. Tenant will be charged for the actual costs and expenses incurred by Landlord by reason of Tenant's violation of this provision.
- g. Place anything except approved lawn furniture (see paragraph 36(a), page 5) on decks or patios. Tenant will be charged for the actual costs and expenses incurred by Landlord by reason of Tenant's violation of this provision.

38. Washers, Dryers, etc.

- a. Tenant shall not install or store a washer/dryer, air-conditioner, dishwasher, or other electrical appliance that uses significant electricity and/or water without Landlord's prior written consent. Tenant will be charged for the actual costs and expenses incurred by Landlord by reason of Tenant's violation of this provision.
- b. In certain units, washers, dryers, portable dishwashers, and window air conditioners are provided on an as-is basis only. Coin-operated laundry facilities do not apply.

39. Windows, Decks

- a. Tenant shall not cover windows with plastic, unless 3M-type shrink plastic without adhesive tape or nails.
- b. Tenant shall not rest items on outer window sills or balcony rails.
- c. Tenant shall not hang any clothing, blankets, towels, etc on the deck/patio for any reason, including drying.
- d. Windows should be properly curtained or draped: bed sheets or other materials should not cover the window.
- e. Table cloths, rugs, etc. should not be hung or shaken from balcony. Tenant must secure all items to prevent anything from falling/blowing off their deck/patio.

40. Basement The basement may not be used as a habitable space. The basement may only be used for storage and laundry (if applicable), since there are no two means of egress (exit) leading to the outside. Under the City of Ames Rental Housing Code, a basement is not a habitable space if the basement does not have at least two means of egress.