

J&M Associates

RESIDENTIAL RENTAL AGREEMENT

THIS RENTAL AGREEMENT in 4 pages is made and entered into this _____th day of _____, by and between Jalil Mostafavi, hereinafter referred to as Landlord and _____ hereinafter referred to as Tenant.

1. LEASE OF PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following described premises, situated in Johnson County, Iowa, to wit: _____ . Apt. No. _____ Iowa City, IA 52240 hereinafter referred to as the "rental unit," in consideration of the mutual promises of the parties herein, and upon the terms, provisions and conditions as set forth below.

2. TERM. The term of this Rental Agreement shall commence at 8:00 AM on the _____th day of _____, _____ and end at 5:00 PM on the _____th day of _____, _____.

3. RENT. Tenant agrees to pay Landlord as rent for the rental unit, during the original term, as follows: \$ _____ on or before the _____th day of _____, _____ as rent of the first month, and \$ _____ per month on or before the first day of each month thereafter, with interest or penalty for payments received after the 4th day of the month, or for returned checks as follows: \$20.00 charge for all returned checks, late rent payment, and miswritten check amounts. This provision shall in no way prevent the Landlord from exercising any of the remedy available under the terms and provisions of this Rental Agreement or the laws of the State of Iowa. All rents shall be payable without demand or notice on or before the date above set forth and shall be paid to the Landlord at 3541 Galway Ct., Iowa City, IA 52246 or at such other place as Landlord may, from time to time, direct.

4. OCCUPANTS. Occupancy under this Rental Agreement shall be limited to the persons named as Tenant above, except for occasional visitors whose visits shall be no longer than 7 days in length.

5. MANAGER. Mr. Jalil Mostafavi, whose address is 3541 Galway Ct., Phone: 319.358.7139 is the person designated by Landlord to manage the premises and to receive and receipt for all notices and demands upon the owner of the premises.

6. JOINT AND SEVERAL LIABILITY. If this Rental Agreement is executed by more than one person, each tenant shall be jointly and severally liable for the entire rent payment and security deposit payment. Rental payment for each apartment should be made by a single check each month.

7. SECURITY DEPOSIT. At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in trust the sum of _____ (equal to one month's rent) as a security deposit for the full and faithful performance by the Tenant of all the terms and conditions of this Rental Agreement. Such deposit shall be returned by the Landlord within thirty (30) days of the end of the Rental Agreement, less damages as provided in the Uniform Residential Landlord and Tenant Act, and conditioned upon tenant providing the Landlord a forwarding address.

8. PETS. _____ Pet not allowed. _____ Pet allowed. Only small animals totaling 40 lbs. or less in weight are allowed. Additional security deposit, equal to one-half months' rent, required.

9. USE-ABSENCES. The rental unit shall be used for residential purposes only. Tenant shall notify Landlord of any anticipated extended absences from the rental unit, an extended absence being defined as an absence of 14 days or more, not later than the first day of the extended absence.

10. UTILITIES. Utilities, including any necessary deposits and/or connection fees shall be furnished and paid for by the party indicated on the following chart:

	Landlord	Tenant
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water & Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garbage & Refuse Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lawn care & Snow Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>

11. UTILITY RATES AND CHARGES. Tenant hereby acknowledges that Landlord, or Landlord's agent, by full execution of paragraph 9 above, has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay or has explained to Tenant that said information can only be furnished by the utility company furnishing the services to be paid by the Tenant directly.

12. DELAY OF POSSESSION. Subject to other remedies at law, if Landlord is unable to give Tenant possession at the beginning of the term, the rent shall be rebated on a pro rata basis until possession can be given, which rebated rent shall be accepted by Tenant as full settlement of all damages occasioned by said delay, and if possession cannot be delivered within ten days of the beginning of said term this Rental Agreement may be terminated by giving prior written notice of such termination.

13. MAINTENANCE BY LANDLORD. Landlord shall maintain the premises in accordance with all applicable building and housing Codes and in accordance with the Iowa Uniform Residential Landlord and Tenant Law. If the rental unit is a single family residence it is understood and agreed that Tenant shall perform Landlord's duties as set forth in 562A.15(e) and (f), and shall also make whatever repairs, alterations and remodeling, and perform whatever maintenance tasks may be specified on an Addendum which shall be attached hereto and signed by the parties.

14. MAINTENANCE BY TENANT. Tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes and all requirements of tenants set forth in the Iowa Uniform Residential Landlord and Tenant Law.

15. RULES. Landlord from time to time may adopt rules and regulations for the rental unit however described concerning Tenant's use and occupancy of the premises. By initialing here ___ Tenant: acknowledges that all existing rules concerning Tenant's use and occupancy of the premises have been furnished to Tenant in writing. Additionally, Landlord may, in the manner provided by law, adopt further or amended written rules concerning Tenant's use and occupancy of the premises and Tenant hereby agrees as a condition of this Rental agreement to acknowledge receipt of said rules and regulations as they are presented to Tenant.

16. ACCESS. Landlord shall have the right, subject to Tenant's consent which consent shall not be unnecessarily withheld to enter the rental unit in order to inspect, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the rental unit to prospective or actual purchasers, mortgagees, tenants and workmen or contractors; provided, however, that Landlord may enter the rental unit without tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act. Except in case of emergency or if it is impracticable to do so, Landlord shall give Tenant at least twenty-four hours' notice of Landlord's intent to enter and enter only at reasonable times.

17. TENANT'S RESPONSIBILITY TO INFORM LANDLORD OF DEFECTS. Any defective condition of the rental unit, which comes to Tenant's attention which he has reason to believe may be unknown to Landlord, shall be reported to Landlord as soon as practical.

18. FIXTURES AND IMPROVEMENTS. Tenant shall make no alterations, additions or improvements nor attach fixtures, without Landlord's prior written consent. Tenants shall leave upon, and surrender to Landlord with the premises at the termination of this Rental Agreement all locks, brackets or curtains and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment therefore.

19. VACATING PREMISES. Tenant agrees to vacate the premises and to deliver all keys of the rental unit to Landlord at the end of the lease period.

20. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Rental Agreement, nor sublet the rental unit or any portion thereof without the prior written consent of Landlord. In order to sublet, a \$50.00 administrative fee will be charged to the tenant in the event the apartment is sublet prior to the termination of the lease. This is an administrative fee only and in no way releases the tenant from the term of this lease. All sublet tenants must be approved by Landlord.

21. ABANDONMENT. Abandonment of the rental unit shall be defined for purposes of this Rental Agreement to mean Tenant's absence from the Rental Unit during the lease period for at least three (3) days when combined with actions by Tenant which Indicate an Intention to abandon. Abandonment may not be found during any time period for which rent

has been prepaid. If Tenant abandons said premises before the expiration of this Rental Agreement Landlord shall make reasonable efforts to rent the rental unit and shall apply the money therefrom to the rent due or to become due under this Rental Agreement and Tenant shall remain liable for any deficiency and agrees to the same. Following an abandonment, for possessions left in the rental unit by Tenant, Landlord may sell or place in long term storage those items with value and Landlord may otherwise dispose of those items without any fair market value provided Landlord mails written notice to Tenant's last known address of Landlord's intention to sell, store or dispose of the possessions and Tenant does not claim the possessions or make arrangements with Landlord to reclaim the possessions within two weeks following the mailing of such notice. Proceeds from the sale or other disposition of the possessions shall be applied to rent or other charges due or to become due under this Rental Agreement or other costs of disposition and the balance if any joined with the security deposit of Tenant.

22. PROPERTY REMAINING AT TERMINATION OF RENTAL AGREEMENT. When the rental unit is scheduled for occupancy within three days of the Rental Agreement termination date, personal property left in the rental unit following termination of this Rental Agreement shall be presumed to be abandoned by Tenant unless Landlord is notified of Tenant's intention of immediate removal. When the rental unit is not scheduled for occupancy within three days of the Rental Agreement termination date, abandonment of personal property shall be determined as in Paragraph 21. In either case of abandonment, the procedure in Paragraph 21 shall be followed.

23. HOLDING OVER AFTER THE TERM OF THE RENTAL AGREEMENT. If the Tenant remains in possession after the termination of the Rental Agreement, whether the termination is at the option of the Landlord or not Tenant agrees to pay rent until possession is surrendered to Landlord and to reimburse Landlord for damages to Landlord arising from Tenant's holdover. Damages may include, but are not limited to, payment of rent until a new tenant takes possession, costs incurred in finding a new tenant (if Tenant's holdover results in loss of a subsequent tenant), costs to Landlord for alternative housing for a subsequent tenant during the holdover, and costs of eviction of Tenant including reasonable attorney fees.

24. INSURANCE-TENANTS PERSONAL PROPERTY. Tenant is responsible for insuring all personal property if insurance is desired by Tenant. Landlord's insurance may not cover Tenant's personal property. Tenant acknowledges that in case of water damage to personal property, Landlord be held harmless. Tenant may be held liable for damage to the rental unit caused by Tenant's neglect regardless of coverage by Landlord's insurance.

25. FIRE AND CASUALTY DAMAGE. If the rental unit or premises are damaged or destroyed by fire or other casualty to the extent that the enjoyment of the rental unit is substantially impaired, Tenant may (1) immediately vacate the premises and notify the 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 (b) if continued occupancy is lawful, vacate only that part of the rental unit rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution and the fair rental value of the rental 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 casualty.

26. DEFAULT. A default shall mean the failure of any party to perform under the terms and conditions of the Rental Agreement or any acts by either party contrary to the provisions of this Rental Agreement.

- a. In the event of the failure of the Tenant to pay rent as provided herein, Landlord may terminate this Rental Agreement by giving Tenant a three (3) day notice of non-payment and Landlord's intention to terminate the Rental Agreement if rent is not paid within that period of time.
- b. In the event of default in any other provision of this rental agreement, the party not in default shall have the right to utilize any and all remedies available to that party under the Iowa Uniform Residential Landlord and Tenant Act.
- c. In addition to the specific remedies set forth in this Rental Agreement either party shall have any additional remedies available under the law of the State of Iowa for any breach of any term or condition of this Rental Agreement.

27. NOTICES. Any notice, for which provision is made in this Rental Agreement, shall be in writing and shall be deemed given when (a) personally delivered, (b) delivered by service in the manner provided by law for the service of original notice, of (c) when mailed by registered mail postage prepaid, return receipt requested, to the place held out by such person as the place where receipt of the communication or in absence of such designation, to such person's last known place of residence.

28. PRESENT AND CONTINUING HABITABILITY. When initialed here () Tenant has inspected the property and fixtures and acknowledges that they are in reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and any addendum attached hereto constitutes the entire agreement between the Landlord and Tenant and no statement. Representation or promise with reference to this Rental Agreement or the rental unit 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 reasonable in this community for premises in their condition. In the event that the condition changes so that in Tenant's opinion the habitability of the premises is affected then Tenant shall promptly give reasonable notice to Landlord.

29. CONSTRUCTION. Words and phrases herein shall be construed as in the singular or plural of number and as masculine or feminine or neuter gender according to context.

30. BINDING UPON SUCCESSORS. This Rental Agreement shall be binding upon the respective heirs, executors, administrators and successors of the Landlord and Tenant, but nothing herein shall be construed as an authorization for Tenant to assign this Rental Agreement or sublet the rental unit or any portion thereof except in strict compliance with the provisions contained herein.

31. ENTIRE AGREEMENT. This Rental Agreement including

32. LAW GOVERNING. The validity, construction, enforcement and effect of this Rental Agreement shall be governed by the laws of the State of Iowa.

33. ADDITIONAL PROVISIONS.

- 2. Absolutely no bikes within the apartment.
- 3. Tenant hereby agrees to clean the carpet within their apartment when vacating premises.

Executed in duplicate this _____ day of _____, 20____.

Landlord

Tenant

Tenant

Tenant

Tenant

Tenant