

# Braun Properties

1251 Noble Hills PL; Boone, IA 50036 Phone: 515-432-0099

## Dwelling Unit Rental Agreement

It is Agreed, this \_\_\_\_ day of \_\_\_\_\_, AD. \_\_\_\_\_, by and between Braun Properties, Landlord, and

\_\_\_\_\_, Tenants.

That **Braun Properties** hereby lets to Tenants, and Tenants hereby leases from **Braun Properties** the following premises in the City of Grimes, Polk County Iowa, to wit: \_\_\_\_\_.

**1. Term.** The duration of this Rental Agreement shall be from 12:00 noon on \_\_\_\_\_, to 12:00 noon on \_\_\_\_\_. (1 year minimum)

**2. Rent.** Tenant agrees to pay to **Charles Braun**, as rental for said term as follows: \_\_\_\_\_ per month, in advance, the first rent payment becoming due upon \_\_\_\_\_ and the same amount per month, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement. **If the full rent amount is not paid by the 1st of the month, Tenant agrees to pay a late fee of \$20 for every day late, up to a maximum of \$100.00.** Rent is payable immediately by Tenants; or, Landlord may proceed under Par. 19. below. Tenants must still pay rent on the first day of each month thereafter. Tenants must pay rent by personal check, cashiers check, or money order, but not cash. If a personal check is dishonored more than twice in a 12 month period or if rent is ever paid more than three days late, Landlord at Landlord's option may require Tenants to pay by cashiers check or money order only. For each dishonored check Landlord may charge Tenants \$30 or the maximum fee allowed by Iowa Code 554.3512 or similar section. Rent can be mailed to the address listed above or deposited in the laundry room rent box at 841 Dickinson Ave, Ames, IA. Rent received early will be held until the 1<sup>st</sup> of the month.

**3. Rental Deposit.** Tenant agrees to pay a rental deposit of \$\_\_\_\_\_. **Braun Properties** shall return the full rental deposit, OR return the remainder of the rental deposit (if any) and a written itemized list of the damages or cleaning charges attributable to the Tenant(s) within thirty (30) days of the termination of the tenancy and receipt of the Tenant's mailing address or delivery instructions.

**4. Utilities.** Tenant is responsible to have utilities in the tenant's name for the entire term, throughout the last day of the lease, even if tenant does not reside in unit. Tenant shall reimburse landlord promptly for any utilities due from tenant, such as for failing to switch utilities into tenant's name, with an additional \$15 service fee for each bill sent to the landlord. Utilities shall be furnished and paid for by the party indicated on the following chart:

	Landlord	Tenant		Landlord	Tenant
Electricity	_____	X_____	Garbage	_____	X_____
Gas	_____	X_____	Snow Removal	_____	X_____
Water and Sewer	_____	X_____	Lawn Care	_____	X_____

**If leaving for an extended period of time during cold weather, the heat must not be set below 60°.** If proper heat is not provided, tenants will be responsible for all repair costs due to frozen pipes.

**5. Liability.** If this lease is executed by more than one person, **each Tenant shall be jointly and severally liable for the entire rent payment and security deposit payment.**

**6. Renewal of lease.** **Braun Properties** will, at their option, forward to the tenant a new lease at least 3 months prior to its expiration. If you wish to continue occupying the premises, you must sign and return the lease no later than the date specified. If you do not sign the lease, you must vacate the property no later than noon on the last day of the lease.

**7. Responsibilities of Landlord.** Landlord shall:

- Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- Make all repairs and do what is necessary to keep the dwelling unit in a fit and habitable condition.
- Maintain in good and safe working order the condition of all electrical, plumbing, sanitary, heating, air-conditioning, and other facilities.

**8. Responsibilities of Tenant.** Tenant shall:

- Comply with all obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety.
- Keep the Dwelling unit that the Tenant occupies and uses as clean and safe as the condition of dwelling permit.
- Dispose from Tenants dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- Use all electrical, plumbing, heating and other facilities and appliances in a reasonable manner.

E. Not deliberately nor negligently destroy, damage, impair, deface, or remove a part of the dwelling or knowingly permit a person to do so.

F. Tenant is responsible for all drains and waste pipes in unit including the cost of clearing or cleaning any partial or complete blockage during occupancy. **Be careful that no grease, coffee grounds, feminine products, etc. go down drains.**

**9. Vacating.** Tenant agrees to vacate the premises and deliver the keys and forwarding address to **Braun Properties** at the end of the lease period agreed upon by the parties.

**10. Pets.** Pets must be preapproved by **Braun Properties**, requiring an additional monthly rental fee (typically \$50/month for one animal and \$75/month for two), as well as an additional security deposit. **Violations result in a \$50 fine. In addition, the pet security deposit and fees will be assessed as though the pet were present from the first day of the lease. No temporary "pet-sitting" is permitted.**

**11. Reserved.**

**12. Duty for Repairs.** Tenant shall notify **Braun Properties** of repairs to dwelling as needed. Tenant agrees to promptly pay for any damage done to premises which might occur during the lease period, excluding normal wear and tear.

**13. Insurance.** Landlord strongly encourages tenant to obtain renter's insurance coverage.

**14. Alterations.** Tenant shall make no alteration to premises (including painting, papering, and the installation of locks) without the consent of **Braun Properties**.

**15. Access.** Tenant shall not unreasonably withhold consent to **Braun Properties** to enter into the dwelling unit in order to inspect the dwelling unit, make necessary or agreed repairs, alterations, improvements, or exhibit the dwelling unit to prospective or actual purchasers, tenants, or contractors. Landlord will provide 24 hour advance notice in such cases.

**16. Use.** The premises may be used as a personal residence only. No commercial use of the premises is permitted.

**17. ABSOLUTELY NO SMOKING** is allowed anywhere inside the unit.

**18. Recovery.** **Braun Properties** has the right to recover possession of the dwelling unit, at the end of the lease period, clean and in good condition. Security deposit will be refunded to the forwarding address less any charges for cleaning and damages.

**19. Remedies.** If there is a material noncompliance by tenant with any clause in the rental agreement, applicable housing or building codes, or laws governing Landlord/Tenant relations, Landlord is entitled to all remedies (including eviction) in the Iowa Uniform Residential Landlord and Tenant Act and other applicable laws.

**21. Other Provisions.** **A) Pending approval of rental application**

**B) Braun Properties will pay for water, sewer, and garbage removal until Oct 1, 2018**

**C)**

**D)**

**22. Signatures.**

\_\_\_\_\_, **Braun Properties**

\_\_\_\_\_, Tenant

\_\_\_\_\_, Tenant

\_\_\_\_\_, Tenant

\_\_\_\_\_, Tenant

\_\_\_\_\_, Tenant