

# 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 Ames, Story County Iowa, to wit: \_\_\_\_\_.

**1. Term.** The duration of this Rental Agreement shall be from 12:00 noon on August 1, 2018, to 12:00 noon on July 29, 2019.

**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 8/1/2018 and the same amount per month, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement. **A processing fee of \$10 will be charged if the full payment does not arrive in one envelope. 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.

**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	_____	<u>X</u>	Garbage	<u>X</u>	_____
Gas	_____	<u>X</u>	Snow Removal	<u>X</u>	_____
Water and Sewer	<u>X</u>	_____	Lawn Care	<u>X</u>	_____

**If leaving the apartment 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 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.
- Provide and maintain appropriate receptacles for the disposal of garbage and other waste.

**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. **This includes no grilling on decks.**
- Keep the Dwelling unit that the Tenant occupies and uses as clean and safe as the condition of dwelling permit.

C. Dispose from Tenants dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner. **All trash bags shall be tied and put into the dumpster. Any trash found outside the dumpster and/or blowing around the parking lot with a tenants name listed will result in a \$25 fine.**

D. 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 unit or knowingly permit a person to do so.

F. **Conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.**

G. **Firearms or use of illegal drugs are prohibited on the premises.**

H. 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. Parties.** Reasonable parties are permitted, but at no time should there be more than 15 persons in the apartment, and **absolutely no keg beer.** Violations of this rule will result in an immediate \$200 fine, and possible termination of the lease. Any police noise citations will result in an additional \$50 fine.

**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. A \$50 service charge will be assessed for each complaint. More than three complaints within the lease period may result in the termination of your lease. Any cigarette butts must be contained outside the apartment in a safe container. There is a \$25 fine if anyone is in violation of disposing cigarette butts on the property.

**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.

**20. Rules.** I have read the included rules statement, and agree to be bound by its terms.

**21. Other Provisions.** A) **High-speed INTERNET and cable TV is included in the rent.**

B) **Pending approval of rental application**

C)

**22. Signatures.**

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

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

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

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

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

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