

RESIDENTIAL RENTAL AGREEMENT-EXAMPLE-2006/2007

It is mutually agreed the 15th day of December, 2005, by and between James B. and Becky J. Buxton, Landlords, and Tenants, as follows:

NAME

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.
6. _____.
7. _____.
8. _____.
9. _____.

That Landlords hereby lets to Tenants, and Tenants hereby lease from Landlords, 9 rooming units and related common areas located at 145 Hawkeye Street, Iowa City, Iowa, situated in Johnson County, Iowa, hereinafter referred to as the "rooming units" in consideration of the mutual promises of the parties herein, and upon the following terms, provisions, and conditions:

1. TERM. The duration of this rental agreement shall be from 6:00 pm on the 1st day of August, 2005, to and including 10:00 am on the 25th day of July, 2007. It is recognized that lease is for a period of 359 days and there will be no reduction in rent for the month of July, 2006.

2. RENT. Tenants agree to pay to Landlords, as rental for said term, the sum of \$2,9400.00 per month, in advance, without demand or notice, the first rental payment becoming due upon the 1st day of August, 2005, and the same amount per month, in advance, on the 1st day of each month, thereafter, during the term of this rental agreement. Each sum shall be paid to Landlords at 1811 Muscatine Avenue, Iowa City, Iowa, or at such other place as Landlords may subsequently direct. Each individual Tenant will issue rent checks to Landlords, in the amount of his or her individual share of the total monthly rental amount. See paragraph 20a and 20b regarding payment method and discount available.

Under no circumstances will the Tenants be allowed to use the damage deposit as the final month's rent.

3. RENTAL DEPOSIT. At the time of the execution of this rental agreement, Tenants shall pay to Landlords, in trust, the sum of \$2,650.00, to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act. Landlords shall return the full rental deposit, or return the remainder of the rental deposit (if any) and a written statement of the specific reason for withholding of the rental deposit or any portion thereof, within thirty (30) days after the termination of the tenancy and receipt of Tenants' mailing address or delivery instructions.

If Landlords fail to provide a written statement within thirty (30) days of termination of the tenancy and receipt of Tenants' mailing address or delivery instructions, Landlords shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to

Landlords within one year from the termination of the tenancy, the rental deposit shall revert to Landlords, and Tenants shall be deemed to have forfeited all rights to the rental deposit.

4. USE-ABSENCES. Unless otherwise agreed in writing, Tenants shall occupy the above-described premises only as rooming units and uses incidental thereto. Tenant shall notify Landlords of any anticipated extended absence from the premises not later than the first day of the extended absence.

5. UTILITIES. Electricity, gas, water, sewer, and trash utilities accounts shall be the full responsibility of Tenants. The utilities shall be put in the name of the Tenants at the start of the lease and they shall be the sole responsibility of the Tenants. Tenants must notify the City of Iowa City and MidAmerican Energy Co. about utility changeover. Landlords have Tenants' permission to receive a printout of property utilities in Tenants' name from MidAmerican Energy Co. In the event that Tenants do not change the utility accounts over to their names, Landlord shall deduct a \$20.00 administrative charge from Tenants' security deposit for each instance in which a utility invoice needs to be forwarded to Tenants for payment. Landlord shall be entitled to charge a \$50.00 administrative charge in addition to the utility amount in the event that Landlord needs to pay Tenants' utility invoice-in order to prevent damage to Landlord's credit rating.

6. DESIGNATED TENANT. It is the responsibility of Tenants to designate one of the individual tenants as the main Tenant who will communicate with Landlords concerning various issues and receive refund of security deposit at end of lease period. Name _____.

7. MAINTENANCE BY LANDLORDS. Landlords 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 rooming units in a fit and habitable condition.

c. 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 Landlords.

d. Provide and maintain appropriate receptacles and conveniences, accessible to Tenants, for the central collection and removal of garbage, rubbish, and other waste incidental to the occupancy of the rooming units. Tenants must arrange for removal of said garbage, rubbish, and other waste. Landlords shall not be liable for injury caused by any objects or materials which belong to, or which have been placed by, Tenants in the common areas of the premises used by Tenants.

e. Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the rooming units is not required by law to be equipped for that purpose, or the rooming units are so constructed that heat or hot water is generated by an installation within the exclusive control of Tenants and supplied by direct utility connection.

If the duty imposed by paragraph a of this subsection is greater than a duty imposed by another paragraph, the Landlords' duty shall be determined by reference to paragraph a.

8. RESPONSIBILITIES OF TENANTS. Tenants 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 Tenants occupy and uses as clean and safe as the condition of the premises permits.

c. To Landlords' satisfaction: Dispose from the rooming units, all rubbish, snow, garbage, and other waste in a clean and safe manner. Tenants shall also care for lawn, except for mowing. Landlord will mow lawn.

d. Any work done to improve the rental property, if Tenants decide work is necessary and that Landlords shall pay for it, shall be performed only with Landlords' consent. Payment of materials and labor shall be made by Landlords' check only. No reduction of Tenants' deposit or rent will be made.

e. Keep all plumbing fixtures in the rooming units or those used by Tenants as clean as their condition permits.

f. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises.

g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.

h. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

9. RULES FOR TENANTS. All existing rules concerning the Tenants' use and occupancy of the premises have been furnished to Tenants in writing. A rule is enforceable against the Tenants only if it is written and if:

a. Its purpose is to promote the convenience, safety, or welfare of Tenants in the premises; preserve Landlords' property from abusive use; or make a fair distribution of services and facilities held out for Tenants generally.

b. It is reasonably related to the purpose for which it is adopted.

c. It applies to all Tenants in the premises in a fair manner.

d. It is sufficiently explicit in its prohibition, direction or limitation of Tenants' conduct to fairly inform Tenants of what Tenants must or must not do to comply.

e. It is not for the purpose of evading the obligations of Landlords.

f. Tenants have notice of it at the time Tenants enter into the rental agreement.

Additionally, Landlords, from time to time, may adopt rules, however described, concerning Tenants' use and occupancy of the premises. A rule adopted after Tenants enter into the rental agreement is enforceable against the Tenants if reasonable notice of its adoption is given to the Tenants and it does not work a substantial modification of the rental agreement.

Tenants shall notify Landlords of repairs to rooming units as needed. Tenants are not liable for repairs or damages caused by normal wear and tear.

10. ACCESS. Landlords shall not abuse the right of access or use it to harass the Tenants. Except in case of emergency, or if it is impractical to do so, Landlords shall give Tenants at least twenty-four (24) hours' notice of Landlords' intention to enter and shall enter only at reasonable times.

Landlords may enter the rooming units without consent of Tenants in case of an emergency.

Tenants shall not unreasonably withhold consent to Landlords to enter into the rooming units in order to inspect the rooming units, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the rooming units to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Tenants shall allow Landlords to place signs on premises for rental purposes.

Tenants shall supply Landlords with key copies to doorlocks installed by Tenants.

11. ASSIGNMENT AND SUBLETTING. Tenants shall not assign this rental agreement, nor sublet the rooming units, or any portion thereof, without consent of Landlords. Such consent shall not be withheld without good cause relating to the ability of a prospective assignee or sublessee to comply with the provisions of this lease and any rules adopted under paragraph 10 of this lease. Any individual Tenant who secures a Subtenant is responsible for making sure that the individual Subtenant makes full monthly rental payments to Landlords. Tenants and subtenants shall act in accordance with the rules covering subtenants as discussed in tenant/subtenant lease application.

12. FIXTURES AND IMPROVEMENTS. Unless Landlords consent to their removal, Tenants shall leave within the premises, all locks, brackets for curtains and other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenants at the termination of the tenancy without payment, therefore. Tenants shall make no structural alteration without Landlords' written consent.

13. FIRE OR CASUALTY DAMAGE. If the rooming units or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the rooming units are substantially impaired, Tenants may (i) immediately vacate the premises and notify Landlords within fourteen (14) days of Tenants' intention to terminate this rental agreement, in which case this rental agreement shall terminate as of the date vacating, or (ii) if continued occupancy is lawful, vacate only that part of the rooming units rendered unusable by the fire or casualty, in which case Tenants' liability for rent shall be reduced in proportion to the decrease in the fair rental value of the rooming units. If this rental agreement is terminated under the provisions of this paragraph, Landlords shall return to Tenants all prepaid rent and security deposit 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.

14. VACATE PREMISES. Tenants agree to vacate the premises and to deliver the keys to the Landlords at the end of the lease period agreed upon by the parties.

15. PETS. Tenants shall not keep any animals or pets on the premises.

16. CHECKLIST. Prior to the commencement of occupancy, Tenants shall inspect the rooming units, complete the checklist provided by Landlords, and return it to Landlords. If Tenants do not return the checklist within seven (7) days of occupancy, a presumption will arise that there are no substantial defects in the rooming units. If Landlords do not notify Tenants of objections within ten (10) days of receipt of the completed checklist, Tenants' evaluation shall be deemed accepted by Landlords.

17. LIABILITY. If this rental agreement is executed by more than one Tenant, each Tenant shall be liable for the entire rental payment and each Tenant shall be jointly and severally liable to the Landlords for all amounts due hereunder.

18. CONSTRUCTION. Words and phrases herein shall be construed as in the single or plural, and

as masculine, feminine or neuter gender, according to context.

19. ENTIRE AGREEMENT. This writing, including an 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 Landlords and Tenants.

20. ADDITIONAL PROVISIONS.

a. At the signing of this lease agreement, each individual Tenant will deliver to Landlords twelve (12) rent checks, dated the first day of each month covered by this lease, to be retained by Landlords, and cashed by Landlords not before the dates entered on the checks. Tenants will be allowed to take possession of property only after all rent checks discussed above have been delivered to Landlords. This is for convenience of tenant rent payments and does not have a legal affect on the joint and several lease agreement. Tenants shall pay rent with individual checks each month. See paragraph 20b regarding rent payment discount.

b. Rent payment discount. Tenants receive a \$290.00 discount on rent for months that rent is paid on the first of the month. If there are no pre-dated checks, rent is received after the first of the month, or rent checks are returned for non-sufficient funds, full monthly rent of \$2,940.00 shall be the rental amount due for the month. Discounted total monthly rent will be \$2,650.00.

c. Landlords reserve the right to visit the property on or about the last day of each month for purposes of picking up rent checks and inspecting the property.

d. Landlords are not responsible in any way for telephone and cable television installation and service. These wiring systems are the full responsibility of Tenants.

e. Landlords are not responsible in any way for providing cleaning supplies for Tenants to be used in the ordinary cleaning and maintenance of the premises.

f. In the instance of refrigerated food becoming spoiled due to breakdowns in refrigerators, Tenants shall be solely responsible for notifying Landlords of needed repairs and temporary refrigeration of food. Landlords will not be responsible for spoiled food.

g. Repairs to the property that are made necessary as the result of unexpected circumstances shall be made in a prompt manner by Landlords. There will be no rent reduction for temporary inconveniences of tenant due to this type of repairs.

h. Couches and other upholstered/stuffed furniture will not be allowed to be on the rooming units' porches. Lawn furniture will be the only type of furniture permitted to be on the porches.

i. Individual Tenants and furniture are strictly prohibited from being on the roof of rooming units or porch for any reasons other than emergency situations.

j. Tenants are strictly prohibited from using barbecue grills on wooden surface areas, including porches.

k. Tenants are required to shampoo clean any carpet surfaces in the rooming units at the conclusion of the lease period.

l. Official notices from the City of Iowa City issued to Landlords as a result of Tenants not following proper neighborhood citizenship (for example loud parties, not properly picking up trash or other

debris, and not shoveling sidewalks) will result in a charge of \$25.00 against the Tenant security deposit by Landlords for each occurrence. Disorderly house charges against Tenants by the City of Iowa City will result in a charge by Landlord to Tenants' security deposit of \$200.00 for each citation.

m. This lease agreement is solely between the two parties listed at the top of page 1. Landlord will be required to deal with only those individual Tenants listed on the lease, and all communications shall be between the Landlords and Tenants, and not anyone else, unless agreed to in advance by both parties to the lease agreement.

n. Heavy cleaning may be necessary when Tenants move in at the start of the lease, due to prior Tenants not doing a good job of cleaning up. In the event this situation arises, Tenants specifically agree to do this cleaning and will be paid for their time by Landlords by using the prior Tenants' security deposits.

o. At the conclusion of the lease term large items of furniture and large quantities of trash should be properly disposed of by Tenants. Tenants will be held completely responsible for the removal of all large items of furniture and large quantities of trash that require special pickup to be hauled to the landfill at the conclusion of the lease term.

p. It is hereby acknowledged and understood that Landlords have provided tenants with all necessary information and disclosures in accordance with the United States Environmental Protection Agency regulations concerning lead-based paint. The disclosure form is hereby included as an attachment to this lease form, to be attached to the lease immediately following the signature page of the lease form.

q. Should the whole or any part of the let premises be condemned or taken by competent authority for any public or quasi-public use or purpose, Landlords shall be entitled to retain as their own property, the entire award payable on account of such condemnation without apportionment between the fee and leasehold interest, and Tenants shall not have any claim to any part of such award on account of this lease.

Condemnation or taking of all or part of the premises shall not constitute a default by Landlords nor entitle Tenants to damages from Landlords or any other person or entity.

r. Tenants shall notify Landlords in writing on or before December 1, 2005, if Tenants desire to lease the rooming units for the following year. Nothing herein shall be construed as granting Tenants an option or right to renew this lease or rent the premises for the following lease year.

s. It is estimated that discounted rent for the lease term August 1, 2006 through July 25, 2007 will be \$2,700.00 per month.

t. Landlords reserve the right to inspect the property in the final two weeks of the lease term, in an effort to determine the necessary amount of cleaning at the property at the end of the lease. If it appears to the Landlords that necessary cleaning will be a problem for Tenants to complete, Landlords reserve the right to hire a cleaning service to take care of necessary cleaning at the end of the lease term. The cost any necessary cleaning will be treated as a deduction from Tenants' security deposit.

u. Upon final inspection at the time indicated on the rental agreement as the official end of the lease term, if Tenants have not completely vacated premises and removed all personal property it will be viewed as a violation of the rental agreement, and Tenants will be completely responsible for any additional costs incurred by Landlords in preparing premises for successor Tenants.

This disclosure statement is an attachment to the lease for 9 rooming units located at 145 Hawkeye Street, Iowa City, Iowa, and covering the year beginning on August 1, 2005 and ending on July 25, 2006.