

Fixed-Term Residential Lease (Home)

Clause 1. Identification of Landlord and Tenant

This Agreement is entered into on _____ between _____ (“Tenant”) and Brookview Property Management (“Landlord”). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ (“the premises”), together with the following furnishings and appliances: Stove, refrigerator, and dishwasher.

Clause 3. Limits on use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement. Occupancy by guests for more than one week is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The term of the rental will begin on _____ or sooner and end on _____. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. The term shall be automatically extended from month to month (referred to as an extended term) unless terminated by either party giving written notice to the other no later than noon on the last day of the month proceeding the ending month of the term.

Clause 5. Payment of Rent

Regular monthly rent

Tenant will pay to Landlord a monthly rent of \$_____ per month, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day.

Delivery of payment.

Rent may be paid:

X by mail, to Brookview Property management PO Box 524 Marion Iowa 52302 no later than the first day of the month.

Form of payment.

Landlord will accept payment in these forms:

X personal check or money order

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the fourth day after it's due, Tenant will pay

Landlord a late charge of \$40.00 Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$40.00.

Clause 8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$1100.00.as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within thirty days after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges and garbage Collection.

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord/ Tenant Checklist. Provided form to be returned 30 days after occupancy initials _____

_____ Date _____

Clause 12. Repairs and Alterations by Tenant

a. Except as provided by law, as authorized below or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.

b. Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the

premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No pets allowed.

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so. Landlord shall give the tenant 24 hours notice except in the case of an emergency.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for two or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

___ Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:
___ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards which the managers and owners have no knowledge or records, tenant has an opportunity to do any testing at their expense for lead base paint within ten days of acceptance of this lease.

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered

___ The following person at the following address: Brook View Property Management PO Box 524
Marion Iowa 52302

Clause 22. Additional Provisions

Additional provisions are as follows:

There is a \$40.00 lockout charge if tenant calls management to unlock the home.

All carpets are to be professionally cleaned at tenants expense upon termination of this lease.

Professionally cleaned by a company such as Americlean, ServiceMaster, Duraclean or another professional carpet cleaning company. Not by a rug doctor or other homeowner cleaning method. Receipt to be shown to landlord upon vacating.

A blue recycling bin with lid container were was issued by the city to the property and shall remain with property upon vacating

No recreational vehicles, boats, snowmobiles, or ATVs are to be parked on the property for longer than eight hours.

No smoking in the home.

No signs, flags, tapestry's can be used for curtains only white lined curtains mini blinds are acceptable.

Snow removal of the front side walk, steps and drive way is the tenant responsibility

No storage of bikes, baby strollers, wood and toys etc are to done outside.

No firearms or ammunition on the premises at any time.

Quiet and odors are a concern, please be considerate of your neighbors at all times.

Lawn maintenance, gutter cleaning and shrub trimming are the responsibility of the tenant.

We strongly encourage tenants to get renters insurance for the contents of the home, the owner's policy does not cover the tenant's contents.

An additional \$50.00 Per person per month is charged for any additional people who wish to occupy the apartment. Management approval must be given in writing.

Resident agrees not to drive nails, screws, tacks, or other objects into concrete or stone, walls or woodwork. Resident may use small nails or screws to hang pictures etc., provided resident removes them and fills holes when moving out. If there are what the owner believes to be an excessive amount of holes (filled or not) or the owner believes the walls or ceiling look unsightly and require repainting or that the wood work requires replacing, resident will be responsible for repainting or replacing, as the case may be, or for paying the owners expenses in having it done.

Resident can do absolutely no painting in the home or hang wallpaper or borders, remodeling or refinishing of any kind.

No satellite TV dishes may be attached to the exterior of the home.

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Clause 25. Entire Agreement

a. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

b. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Date _____

Date _____

Tenant _____

Phone _____

Date _____

Tenant _____

Phone _____