

RESIDENTIAL RENTAL AGREEMENT

CLAUSE 1. Identification of Landlord and Tenant

This Rental Agreement (“Agreement”) is entered into this day _____ and between Top Priority Property Management, LLC (Landlord) and

- Tenant 1: _____ Date of Birth: _____
- Tenant 2: _____ Date of Birth: _____
- Tenant 3: _____ Date of Birth: _____
- Tenant 4: _____ Date of Birth: _____

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 following described real property (“Property”):

PROPERTY ADDRESS: _____

(Which shall include for purposes of this Agreement appurtenant common areas, if any)

in consideration of the mutual promises set forth herein, and upon the following terms, provisions, and conditions:

CLAUSE 3. Term of Tenancy

The term of this Agreement shall be month-to-month (unless otherwise specified in this Agreement) beginning _____ and ending at **11:59 PM** on _____

1. Tenant shall vacate the Property on or before the date set forth above for the expiration of the term of this Agreement with a written (30) days' advance notice, unless:
 - a. Landlord and Tenant have signed a new Agreement or
 - b. Landlord accepts rent from Tenant in the amount specified herein (other than past due rent), in which case a month-to-month tenancy shall be created until terminated by either party providing the other at least thirty (30) days’ advance written notice. In the event a month-to-month tenancy is created, all other terms and conditions of this Agreement shall remain in full force and effect until terminated as set forth herein.
2. Upon the expiration or termination of the term of this Agreement, Tenant shall remove any and all personal effects and peaceably yield possession of the Property to Landlord in as good a condition as when delivered to Tenant (ordinary wear and tear excepted).
3. **Move IN/OUT Inspection:** All tenants will be given an inspection sheet for condition of Leased Property at move IN and move OUT. At Move Out, you will be given a similar check list to be completed and reviewed at final exit walkthrough to avoid related deductions from the deposit. **Initial:** _____

CLAUSE 4. Payment of Rent

Regular Monthly Rent

Tenant agrees to pay Landlord a monthly rent amount of: \$_____ payable in advance or on the first day of each month. **Rent shall be paid on or before the 1st day of each month** during the term of this Agreement and shall be considered delinquent the following day. **Initial:** _____

Delivery of Payment

All payment required pursuant to this Agreement shall be payable to Top Priority Property Management (TPPM) by **money order, cashier’s check or electronic funds transfer** **Initial:** _____

- by mail or in person, to 617 Birmingham Ave, Waterloo IA 50702
- via drobox located at the office
- online to your resident portal, on www.tppmia.com

Please note that CASH IS NOT ACCEPTED

Prorated First Months’ Rent

- Check box if Prorated First Month’s Rent DOES NOT apply to Tenant(s)

For the period from the Tenant’s move-in date, _____, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$_____. This amount will be paid on or before the date the Tenant moves in.

Move-In Rent Special

- Check box if Move-In Special DOES NOT apply to Tenant(s)

For the periods from the Tenant’s move-in date, _____, through _____, Tenant(s) will pay to Landlord a move-in special monthly rent amount of \$_____. **This amount will be paid on or before the 1st day of each month** and shall be considered delinquent the following day until the following end date _____. Following this Move-In Rent Special, the Tenant(s) will resume paying the Regular Monthly Rent.

CLAUSE 5. Late Charges

For each rental payment that is not paid on or before the 1st of each month, the payment will be considered late and will incur a late charge, Tenant agrees to pay a late fee equal to: \$_____. **Initial:** _____

Per Iowa Code §562A.9 – “For rental agreements in which the rent does not exceed seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twelve dollars per day or a total amount of sixty dollars per month. For rental agreements in which the rent is greater than seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twenty dollars per day or a total amount of one hundred dollars per month.”

CLAUSE 6. Returned Check and Other Bank Charges

If payment made is returned for insufficient funds or stopped payment, Tenant shall be charged **\$75.00** as reimbursement for expenses incurred by Landlord and Landlord shall have the right but not the obligation to issue a written demand that all future payments be paid by cashier’s check or money order. Nothing herein limits other remedies available to Landlord as payee of a dishonored payment. Tenant and Landlord agree that three (3) or more dishonored payments in a twelve (12) month period shall constitute material noncompliance with this Agreement.

CLAUSE 7. Security Deposits

On signing this Agreement, Tenant shall pay to Landlord the sum of \$_____ (not to exceed *two* months' rent) as a security deposit, to be held in trust and disbursed or retained as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenants Act **(and NOT applied toward the final monthly rent payment required pursuant to this Agreement).** **Initial:** _____

Release of this security deposit is subject to the following provisions:

- a) Full term lease has expired and all provisions therein complied with
- b) Tenant provides a valid forwarding address to Landlord in writing upon termination of this Agreement
- c) A proper written notice has been given **at least 30 days** prior to vacating the unit
 - a. Please note, we do **NOT** allow middle of the month move-outs **Initial:** _____
- d) No damage to the unit, or its contents
- e) Entire unit, including stove/oven, refrigerator, bathroom, closets, cabinets, and windows are cleaned and intact per the move out cleaning expectation list
- f) No indentations, scratches or holes in woodwork or walls
- g) No unpaid charges or delinquent rent
- h) All debris, rubbish, and personal property removed from the premises
- i) **ALL** keys returned **Initial:** _____

If two or more tenants are on the lease, the security deposit shall be returned to the following:

- All tenants; split evenly
- One tenant; Tenant name: _____
 - Lease only has one tenant to return deposit to

(ALL TENANTS MUST INITIAL) Tenant(s) initials _____, _____, _____, _____

Upon termination of this Agreement, Landlord may deduct reasonable charges from the Tenant's security deposit for:

- a) Damages to the Property, excluding normal wear and tear ("normal wear and tear") is defined as deterioration that occurs without negligence, carelessness, accident, or abuse), and all reasonable costs associated to repair the Property
- b) Costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property
- c) Unpaid rent and interest accrued on unpaid rent
- d) Unpaid late charges
- e) Unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property
- f) Replacing unreturned keys and/or garage door openers
- g) Removal of any unauthorized locks or fixtures installed by Tenant
- h) Landlord's cost to access the Property if made inaccessible by Tenant
- i) Missing or burned-out light bulbs (at the same location and of the same type and quality that are in the Property on the date the Agreement commences)
- j) Packing, removing, and storing of any, and all, abandoned property
- k) Removal of abandoned or illegally parked vehicles
- l) Reasonable costs of re-letting the Property in the event Tenant is in default
- m) Mailing costs associated with sending notices and service to Tenant for any violations of this Agreement; and
- n) Any other unpaid charges or fees or other items for which Tenant is responsible under this Agreement.

Tenant shall further be responsible to Landlord for any amount by which such charges exceed the amount of the security deposit. **Initial:** _____

CLAUSE 8. Utilities

Utilities and services shall be furnished and paid for by the party here indicated:

- | | | |
|---------------|---------------------------------|--------------------------------|
| Electricity | <input type="checkbox"/> Tenant | <input type="checkbox"/> Owner |
| Gas | <input type="checkbox"/> Tenant | <input type="checkbox"/> Owner |
| Water | <input type="checkbox"/> Tenant | <input type="checkbox"/> Owner |
| Trash Removal | <input type="checkbox"/> Tenant | <input type="checkbox"/> Owner |

In cases where Tenant is required to furnish and pay for utilities, it shall be Tenant’s sole responsibility to contact the appropriate utility service prior to the commencement of the term of this Rental Agreement to arrange for the connection of utilities and to set up a billing account in Tenant’s name. Tenant’s failure to arrange for the connection of utilities shall result in the immediate disconnection of utilities to the extent permitted by law. If at any time utilities become delinquent, Landlord shall have the right but not the obligation to bring the utility bill current and charge Tenant for the full amount paid.

Tenant understands that it is a requirement to provide Landlord with proper utilities and services numbers prior to the signing of this Agreement. **Initial:** _____

ALL UTILITIES ARE TO REMAIN CONNECTED DURING THE ENTIRE DURATION OF THIS RENTAL AGREEMENT. **Initial:** _____

Utilities Rates

Tenant hereby acknowledges that Landlord or Manager has heretofore fully explained to Tenant the utility rates, charges, and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service, if any.

CLAUSE 9. Lawn Care and Snow Removal

Lawn care and snow removal on the Property shall be handled as indicated below (check appropriate box):

Lawn care and snow removal for the Property to be provided by Tenant at Tenant’s sole cost and expense and shall under no circumstances constitute an offset to Tenant’s rent as set forth in this Agreement. Tenant shall be responsible for immediately reimbursing Landlord for any special assessments assessed against the Property by any municipality as a result of Tenant’s failure to perform obligations assumed by Tenant with respect to lawn care and snow removal.

Lawn care and snow removal for the Property to be provided by Landlord and the cost included in Tenant’s rent as set forth in this Agreement. **See Addendum.**

Failure to keep lawn and snow removal in proper accordance with city laws, resulting in any notices/fines from city, will fall on tenant’s sole responsibility to pay. **Initial:** _____

CLAUSE 10. Limits on Use and Occupancy

Tenant further agrees to abide by the following rules and regulations of Landlord

Occupants

The only persons Tenant may permit to reside at the Property during the term of this Rental Agreement other than the Tenants named in this Rental Agreement are (names of all potential occupants):

- Occupant 1: _____
- Occupant 2: _____
- Occupant 3: _____
- Occupant 4: _____

Persons staying on the Property in violation of the provisions of the Agreement shall **NOT** be considered tenants.

Guests

Tenant may not permit any guests to stay on the Property longer than ten (10) consecutive days or more than a total of ten (10) days in any six (6) month period without Landlord’s prior written consent. No more than two (2) guests may occupy any bedroom at any one time.

Use of Property as Private Residence Only

Tenant may use the Property as a private residence only. Notwithstanding the foregoing, Tenant shall not be prohibited from maintaining a professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Property or involve delivery personnel coming to the Property more often than would be customary for residential purposes), or making professional telephone calls or other correspondence in or from the Property.

Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without prior written consent of Landlord. Neither shall Tenant sublet or rent any part of the premises for short-term stays of any duration, including but not limited to vacation rentals. Violating this clause is grounds for termination of the tenancy. Landlord, however, shall be entitled to assign its interest in this Agreement at any time and for any reason, provided Landlord shall be required to provide Tenant written notice of any such assignment prior to the date by which Tenant’s next rental payment is due, or as soon thereafter as practicable.

CLAUSE 11. Pets

No animal, bird, or other type of pet, except as otherwise provided by law with respect to service animals, will be kept, raised, bred, or maintained on the premises without Landlord’s prior written consent, except those pet(s) approved by Landlord and identified in this Agreement or in an addendum hereto signed by both Landlord and Tenant.

Name	Breed	Sex	Weight	Age

Pet Fee

A **non-refundable** pet fee equal to 1/2 of one month’s rent per pet will be paid by Tenant prior to moving into the property OR upon the renewal of any leasing contract if an animal was obtained during the terms of the initial contract without the knowledge of the Landlord. **Initial: _____**

Check Box if exempt from pet fee (no pet, Emotional Support/Service Animal, etc.)

No other pets of any type shall be permitted on the Property, even temporarily with a visiting guest, without Landlord’s prior written consent. Pets must be kept within the residential dwelling except when being exercised. While outside pet(s) shall, at all times, be accompanied by a responsible adult and kept on a leash of no more than six (6) feet in length. Pit bull and pit bull mixes (deemed to be any dog exhibiting characteristic traits of a pit bull) are strictly prohibited, as are any pets defined as vicious pursuant to state or local laws or regulations. Tenant affirmatively represents the pet(s) in question have never exhibited aggressive tendencies towards humans and have not been determined to be vicious by any local government or court of law. Pets are required to be up to date on all necessary vaccinations, including but not limited to rabies, and Tenant agrees to provide proof of vaccinations to Landlord upon request (within 48 hours).

Pet Waste

Tenant(s) is responsible for removing pet waste in a sanitary manner as spelled out by Iowa Code 21-67.3(2)

Flea or Other Pet-Related Insect Infestation

In the event of a flea or other pet-related insect infestation, Tenant agrees to engage a professional exterminator to treat the Property at Tenant's sole cost and expense. **Initial:** _____

In the event Tenant fails or refuses to do so, Landlord shall have the right but not the obligation to unilaterally engage a professional exterminator to treat the Property and to charge Tenant for any and all related cost and expense. Landlord will, in accordance with law, charge for any damage caused by a pet at the termination of the Agreement.

CLAUSE 12. Tenant's Maintenance Responsibilities

Tenant will:

- a. Keep the premises clean, sanitary and in good condition, in accordance with all applicable provisions of Iowa's Uniform Residential Landlord and Tenant Law, as the same may be amended from time to time, by and upon termination of Agreement, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear.
- b. Comply with all obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety. **Tenant(s) agrees to test smoke detectors monthly and to check and replace batteries as necessary to keep smoke detectors in working order.** **Initial:** _____
- c. Tenant is responsible for changing own light bulbs.
- d. Immediately notify Landlord of any defects, observed problems, malfunctions, and/or dangerous conditions in and about the premises of which Tenant becomes aware.
- e. Be responsible for the extermination of any pests after 60 days of tenancy and determined by a professional exterminator to have originated with or been transferred by Tenant(s) at Tenant(s)'s sole cost and expense.
- f. Be responsible, at Tenant's sole cost and expense, for cleaning or replacing flooring found by Landlord to be worn or damaged beyond normal wear and tear.
- g. Be responsible for professionally cleaning any and all carpets in the property before vacating **and** providing a receipt of aforementioned cleaning. Failure to do so will result in necessary deductions from deposit. **Initial:** _____
- h. 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.
- i. Dispose from the Property all ashes, rubbish, garbage, pet waste, personal items and other waste in a clean and safe manner.
- j. Keep all plumbing fixtures in the Property used by Tenant as clean as their condition permits
 - i) Tenant(s) shall be responsible for clearing any clogs/stoppages found to be caused by the Tenant(s) at Tenant(s)'s sole expense and shall be held responsible for any damage resulting from overflowing bathtubs, toilets, and/or sinks.
 - ii) Tenant(s) shall **not**, under any circumstances, dispose of sanitary napkins, tampons, condoms, paper towels, toys, etc., down the pipes or the toilets on the premises. **Initial:** _____
- k. Use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including replacing furnace filters every thirty (30) days or as needed, and inspecting sump pump(s) and related equipment every thirty (30) days.
- l. Immediately notify Landlord of any plumbing issues, including but not limited to: (a) dripping sink(s), (b) continuously running toilet(s), and (c) leaking pipes. Except in emergency situations, all maintenance and repair requests must be made in writing and delivered to Landlord.
 - i) **Any maintenance request submitted to Landlord will be deemed permission to enter and will serve as your notice for the Landlord or its agents, representative, or contractors to enter the Property to**

perform such maintenance or repairs regardless of if Tenant is present at the time of repair or not.

Initial: _____

- m. Not deliberately or negligently destroying, defacing, damaging, impairing, or removing any part of the Property, or knowingly permitting another person to do so.
- n. Conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

Initial: _____

Contact Information

Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, mobile, work) and/or email addresses no later than five (5) days after any change(s).

Initial: _____

CLAUSE 13. Landlord's Maintenance Responsibilities

Landlord shall maintain the Property in accordance with all applicable provisions of Iowa's Uniform Residential Landlord and Tenant Law, as the same may be amended from time to time by:

- 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 Property in a fit and habitable condition.
- c. Keep all common areas of the Property in a clean and safe condition as applicable, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by Tenant within or upon the Property by Tenant.
- d. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities, and appliances supplied or required to be supplied by Landlord.

Management

The Property is managed by Top Priority Property Management LLC. Tenant shall report any issues or concerns to Manager at such address 617 Birmingham Ave, Waterloo IA 50702, or by calling 319-300-4224. Manager shall have full authority to act for an on behalf of Landlord with respect to any and all rights, duties, and/or obligations of Landlord pursuant to this Agreement or required by law. All communications to Landlord required, pursuant to this Agreement, including but not limited to maintenance requests and requests for prior written consent shall be made directly and exclusively to Manager.

CLAUSE 14. Tenant Rules and Regulations

Rules

Tenant acknowledges all existing rules concerning the Tenant's use and occupancy of the Property have been furnished to the Tenant in writing. Additionally, Landlord may, from time-to-time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises without notice.

Prohibitions

Tenant shall not permit any part of the Property to be used for:

- a. Any activity, which is a nuisance, offensive, noisy, or dangerous
- b. Any activity which violates any zoning ordinance
- c. Any illegal or unlawful activity
- d. Any activity that obstructs, interferes with, or infringes on the rights of other persons near the Property. Further, Tenant shall not keep or permit any hazardous material on the Property such as flammable or explosive materials, or any other item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased.

Keys

Tenant will be given ____ house key(s), ____ mailbox key(s), and ____ garage door remote(s) or key(s). In the event Tenant fails to return all keys and/or garage door remote(s) upon the termination of this Agreement, Tenant shall bear the cost of replacing all applicable locks, reprogramming the garage door opener (or replacing the garage door opener, if necessary), and replacing any missing garage door remotes. Tenant shall not change any lock or place additional locking devices on any door or window of the Property without Landlord's prior written consent. If approved, Tenant shall provide Landlord with a key to any changed lock immediately upon installation. **Initial:** _____

Lockouts

A lockout is not deemed an emergency. If Tenant becomes locked out of the Property, Tenant will be charged actual labor and material cost to regain entry per event. A \$100 fee for any service call to open locked property will be imposed. **Initial:** _____

Parking

Tenant may permit vehicles to be parked **only** in the driveway, garage, designated parking area(s), or on the street if not prohibited by an owners' association or local government. In no event, shall Tenant permit vehicles to be parked on any grass surfaces. Nor shall Tenant permit the parking of any semi-truck, box truck, motor home, camper, boat, trailer, or any sort of recreational vehicle on the Property, for any period of time, without Landlord's prior written consent. No repair or maintenance of vehicles shall be permitted on the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense:

- a. Any inoperable vehicle on or adjacent to the Property
- b. Any vehicle parked in violation of this paragraph or any additional parking rules made part of this Rental Agreement
- c. Any vehicle parked in violation of any law, local ordinance, or owners' association restriction, rule or regulation.

Smoking

Smoking within the Property, including the garage, if any, shall be strictly prohibited. All outdoor smoking debris shall be immediately discarded in an appropriate trash receptacle. Tenants found smoking inside property are subject to immediate eviction. **Initial:** _____

Fireplaces

Use of wood burning fireplaces, if any, by Tenant shall be strictly prohibited.

CLAUSE 15. Repairs and Alterations by Tenant

Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including but not limited to nail holes in the walls, hanging of TV mounts, painting any portion of the Property, make any alterations, additions, or improvements except with the prior written consent of Landlord. Tenant will not, without Landlord's prior written consent, alter, rekey, 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 rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. Tenant shall leave upon the Property, and surrender to Landlord all locks, brackets for curtains, and all other fixtures attached to doors, windows, walls, or woodwork.

CLAUSE 16. Prohibition of 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:

- a. Violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs
 - b. Commit waste (severe property damage)
 - c. 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 17. 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, inspect the premises, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Property to prospective or actual purchasers, mortgagees, Tenants, workmen or contractors, and as otherwise provided in the Iowa Uniform Residential Landlord and Tenants Act. 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 impractical to do so, landlord shall give Tenant 24-hours' notice before entering. The Second (2nd) Wednesday of every month, Landlord may enter the Property to check and/or replace furnace filter and does not need to notify Tenant 24-hours in advance. **Initial:** _____

CLAUSE 18. Extended Absences by Tenant

Tenant shall notify Landlord of any anticipated extended absence from the Property no later than the first day of the extended absence. For purposes of this provision, an extended absence shall be any continual absence from the Property lasting ten (10) days or longer. Tenant is **not** allowed to permit any persons not on this Agreement to reside in the Property during this extended absence unless prior written consent is given by the Landlord. Landlord will consider the Property abandoned (and not surrendered) if it is found to be unoccupied for more than ten (10) days without notice of the vacancy given to the Landlord in writing as required herein. Notwithstanding the foregoing, when temperatures are below 32° Fahrenheit at any point of the day or night Landlord will consider the property abandoned (and not surrendered) **IMMEDIATELY** upon learning utilities have been disconnected.

CLAUSE 19. 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 Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

CLAUSE 20. Damages

Damage to Personal Property; Renter's Insurance

Personal property placed within the Property, or upon outside areas appurtenant to the Property, shall be at Tenant's own risk. Tenant acknowledges that Owner's insurance **does not** cover personal property damaged by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. Tenant is **REQUIRED**

to independently purchase renter's insurance and provide proof prior to the commencement of the term of this Rental Agreement. **Initial:** _____

Fire or Casualty Damage

If the Property is damaged or destroyed by fire or other casualty to the extent that enjoyment of the Property is substantially impaired, Tenant may:

- a. Immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Agreement, in which case this Agreement shall terminate as of the date of vacating, or
- b. If continued occupancy is lawful, vacate only that part of the Property rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Property. If this Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenants all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenants Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

CLAUSE 20. Disclosures and Legal Information

Lead-Based Paint Disclosure

A Lead Paint Disclosure Form and EPA Pamphlet shall be provided to Tenant for any Property built prior to 1978.

Initial: _____

Default: Nonpayment of Rent

In addition to Landlord's other remedies provided by law, and without prejudice thereto, if the rent required pursuant to this Agreement is not paid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Agreement if the rent is not paid within that period, then Landlord may terminate this Agreement.

Initial: _____

Default: Material Noncompliance

Upon any material noncompliance with this Agreement not involving the non-payment of rent, Landlord may terminate this Agreement and require Tenant to surrender possession of the Property to Landlord upon giving such notice as may be required pursuant to the laws of the State of Iowa.

Initial: _____

Notices

Any notice from Landlord to Tenant, for which provision is made in this Rental Agreement, shall be made in writing, and forwarded by mail, postage prepaid, addressed to the Property. Any notice from Tenant to Landlord, for which provision is made in this Rental Agreement, shall be made in writing and forwarded by mail, postage prepaid, addressed to Manager the address set forth below, or such other address as Landlord or Manager may designate from time-to-time:

**TOP PRIORITY PROPERTY MANAGEMENT LLC
617 BIRMINGHAM AVE
WATERLOO IOWA 50702**

Notice served by mail is deemed completed three (3) days after the notice is deposited in the mail and postmarked for delivery, whether the recipient signs a receipt for the notice. Any notices for which provision is made in the Iowa Uniform Residential Landlord and Tenant Act shall be made as set forth therein

Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

Subordination

This Agreement is subordinate to any mortgage that now or may exist in the future with respect to the Property.

Present and Continued Habitability

Tenants have inspected the Property and fixtures and acknowledge that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord, or in the alternative, Landlord shall promptly give notice to the Tenants. In the event notices are provided by City, County, or State officials, Tenant shall provide such notices to Landlord immediately upon receipt; and Landlord shall notify Tenant of any such notices in the same manner. In the event there is a notice or violation unable to be remedied by Landlord and/or Tenant, this Agreement shall mutually terminate.

Initial: _____

Construction

Words and phrases herein shall be construed as in the single or plural number, and as masculine or feminine gender, according to the context. The captions contained in this Agreement are not a part of the context hereof and shall be ignored in construing this Agreement. Captions are intended only as aids in locating the various provisions hereof.

Entire Agreement

This Agreement, including any addendum or attachments 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 Agreement, or the Property, or any repairs, alterations or improvements, or any change in the term of this Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

Joint and Several Liability

If Tenant consists of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Rental Agreement.

Certification

Tenant certifies Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Validity of Each Part

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

Termination

In addition to the termination rights under this Agreement, Landlord and Tenant may terminate this Agreement as provided by the Iowa Uniform Residential Landlord and Tenant Act or as otherwise provided by law. In the event Tenant is an active member of the United States Armed Forces additional requirements shall apply, as set forth in Iowa Code §29A.101.

Termination Upon Sale of Premises

Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold. Tenant acknowledges it is the Landlord's right to list and sell the Property at any time.

Estoppel Certificate

Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt, the purposes of which is to inform any perspective purchasers of rental properties of the rights of existing tenants.

Credit Report; Report to Credit Agencies

Tenant affirmatively represents and warrants that all statements set forth in Tenant's Rental Application are true and accurate. Tenant further authorizes Landlord to obtain Tenant's credit report periodically during the term of this Agreement as may be required with respect to the modification or enforcement thereof. Landlord may cancel this Agreement at any time upon discovering information contained in Tenant's Rental Application is false. Tenant acknowledges and understands that non-payment or late payment may be submitted/reported to a credit reporting agency and that this may have a negative impact on Tenant's credit worthiness.

Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the United States of America.

Cumulative Rights

The rights of the parties under this Agreement are cumulative and shall not be construed as exclusive unless otherwise provided by law.

Severability

If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

No Waiver

The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Agreement, nor excuse any conduct contrary to the terms and conditions of this Agreement, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Agreement.

Signature of Guarantor

If the signature of one or more guarantor is required, this Agreement shall not be valid, and occupancy and possession of the Property will be granted unless and until any guarantor(s) have signed the Agreement. Guarantor shall be jointly and severally liable for all rent, fees, and charges arising under this Agreement jointly and severally together with Tenant.

Willful Holdover

In the event should either Landlord or Tenant give notice to vacate, and Tenant does not vacate by date given it is considered a Willful Holdover and the tenant will be liable for 2 months' rent. THIS IS IN ACCORDANCE WITH THE IOWA UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT § 562A.34(4): (4) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover the actual damages sustained by the landlord and reasonable attorney's fees. **Initial:** _____

BY SIGNING THIS AGREEMENT, YOU AGREE AND UNDERSTAND TO ALL TERMS SET FORTH

TENANT 1:

Signature: _____

Date: _____

Home/Cell: _____

TENANT 2:

Signature: _____

Date: _____

Home/Cell: _____

TENANT 3:

Signature: _____

Date: _____

Home/Cell: _____

TENANT 4:

Signature: _____

Date: _____

Home/Cell: _____

LANDLORD,

**By: Top Priority Property Management, LLC
Agent:**

Leasing Agent:

(Signature)
Broker

(Signature)
Leasing Agent



Address: 617 Birmingham Ave, Waterloo, IA 50702
Daytime & After-Hours Emergency Phone Number: 319-300-4224
Email: rental@tpmia.com

