

APARTMENT LEASE CONTRACT

Date of Lease Contract: February 06, 2020

1. DESCRIPTION OF THE PARTIES AND PREMISES:

Sample Ownership Name, (Owner) acting through its Agent, Sample Apartments, hereinafter jointly called "Landlord", does hereby lease to the following person(s), who are jointly and severally responsible under this Lease Contract; called (the "Resident"):

Sample Renter

For a Period commencing on February 07, 2020, and ending on May 06, 2021, subject to adjustments as hereinafter provided, the following described dwelling Unit/Premises: (the "Premises") Apt. No. 1234 at Sample Address #1234 (street address) at Sample Apartments (community), West Des Moines (city), IA (state), 50266 (zip code). This Lease Contract will automatically renew month-to-month unless either party gives at least a sixty (60) day written notice of termination or intent to move-out as required by Paragraph 23(a). It is agreed that this Lease Contract and any Addendums thereto may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS:

You will pay \$1,205.00 for rent in monthly payments in advance, without demand, deduction, or set off on or before the first of each month commencing February 07, 2020 to Landlord at the on-site management office or to such other location as the Landlord designates from time to time by written notice. The Resident agrees to pay rent on a prorated basis from the date of initial occupancy until the 1st day of the following month.

3. LATE CHARGE AND RETURN CHECK CHARGE:

A daily late charge of \$12.00 for rental amounts less than \$700.00 and \$20.00 for rental amounts equal to or more than \$700.00, including any additional charges, shall be paid to Landlord in addition to periodic rental for each month the rental payment is not received on or before the 1st of the month, until paid in full. Daily late charges shall not exceed five (5) days of charges.

A Return Check Charge of \$50.00 shall be due from Resident for each time a check is returned by Resident's bank unpaid plus initial and daily late charges from the due date until we receive acceptable payment. Nothing herein shall be construed to require Landlord to accept late payments from Resident.

4. OCCUPANCY OF THE DWELLING UNIT:

Occupancy is limited to 1 person(s) whose names are set out by Resident herein:

Sample Renter

Resident agrees not to assign this Lease Contract or to sublet or transfer possession of the premises without the written consent of the Landlord.

Resident further agrees not to use or permit use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Resident and those persons listed above. Conducting any kind of business from the apartment is prohibited unless "at home" by computer, mail, or telephone as long as customers, clients or other business associates do not come to the apartment for business purposes.

Renter's insurance is required. Refer to Paragraph 17.

5. UTILITIES:

Landlord will furnish without charge the following utilities:

-None-

Resident agrees to pay for all other utility charges and have those services transferred into Resident's name effective upon occupancy of premises. Resident covenants to continuously contract for utility services not provided by Landlord throughout the term of this Lease Contract. In the event Resident fails to have utility services transferred to his name, Landlord shall have the right, at Landlord's sole option, to:

- a) Declare Resident in default and cancel this Lease Contract,
- b) Add said utility charges to Resident's monthly rental together with an accounting/administrative fee of \$50.00 per month.

Absent Landlord's willful misconduct, Landlord shall not be liable to Resident, his family, children, guests, animals, employees, agents, occupants, servants, invitees or licensees, hereinafter referred to as "Others", including loss or damage to personal property for failure or delay in furnishing any services or utilities to be furnished by Landlord when occasioned by needed repairs, strikes or other labor controversy, accident, or due to any cause whatsoever.

The Landlord shall have the option with a thirty (30) day written notice to discontinue paying for any services including but not limited to utilities. In the event Landlord exercises its option, Landlord shall notify Resident if Resident is required to have such applicable utilities transferred into Resident's name or alternatively if Landlord intends to submeter said utilities. In the event Resident fails to immediately have said applicable utility services transferred, items a) and b) above shall apply.

6. ADDITIONAL RENTAL AND INTEREST:

Resident agrees to pay, in addition to the stipulated rental, all sums, damages, costs and expenses which Landlord may incur due to any failure of Resident to comply with any covenants of this Lease Contract, including costs and repairs necessary to re-lease the premises, and any damages to the premises caused by any negligent or intentional act of Resident or Others. Landlord may apply money received first to Resident's non-rent obligations and/or past due rent obligations before crediting payment to any current rent due. Charges under this Section, or any other section, shall be deemed to be additional rental, and in collecting same Landlord shall be entitled to the same remedies as Landlord has for unpaid rent. Any and all amounts due Landlord shall bear interest from the date due at the maximum legal rate.

7. SECURITY DEPOSIT:

Resident agrees to deposit with Landlord the sum of \$300.00, as security for the faithful performance by the Resident of the terms hereof, including damages to the dwelling unit during the course of the tenancy (normal wear and tear accepted) and any unpaid rent or additional charges pursuant to the Lease Contract.

Any fees or charges due from Resident shall be paid when billed. Failure to do so may be cause for termination of this Lease Contract by Landlord. Landlord may, at Landlord's option, deduct from Resident's security deposit for any fees or charges due from Resident, in which case Resident shall immediately deposit sufficient funds to bring the security deposit to its original balance.

Resident hereby agrees not to look to the Mortgagee, as Mortgagee, Mortgagee in possession, or successor in title to the property, for accountability for any security deposit, unless said sums have been received by said Mortgagee.

The security deposit shall not be used by Resident to pay any rental or additional charges including the last month's rent. Landlord may, at Landlord's option, apply the security deposit to any unpaid rent or other charges.

8. LAST MONTH'S RENT:

The security deposit referred to in Paragraph 7 may not be used by Resident to pay any month's rent including rental for Resident's last month of possession. In the event Resident does not timely deliver his last month's rent, an accounting/administration charge of \$100.00 shall be due and payable in addition to late charges and monthly rental.

9. RESIDENT'S HOLDING OVER:

In the event the Resident remains in possession of the rented premises with the consent of the Landlord after the lease term described herein, a new tenancy from month-to-month shall be created between Landlord and Resident, which, except as stated in the next sentence shall be subject to all terms and conditions hereof and terminable by either party by giving a sixty (60) day written move-out notice to the other. The Landlord may adjust the rent during any holdover period by giving notice to Resident of such rental adjustment at least sixty (60) days in advance of the adjustment. If holdover is

without the consent of Landlord then the rent shall immediately become 150% of the then current monthly rental and an amount equal to the actual damage sustained by Landlord and reasonable attorney fees allowed by court whichever is higher.

10. USE AND MAINTENANCE OF PREMISES:

Resident hereby agrees:

- a) To use the highest degree of care to keep the premises safe, clean and sanitary, and to comply with applicable standards of the Housing and Building Codes;
- b) to not keep pets or animals of any kind on the premises, or install a waterbed without the prior written consent of the Landlord;
- c) to not make any changes, remodel, redecorate, or add or change any lock, without the prior written consent of the Landlord;
- d) that nothing shall be attached to or hung from the walls weighing more than one pound without the prior written consent of the Landlord;
- e) to use all electrical, plumbing, heating, ventilating, air conditioning and other facilities in a reasonable manner;
- f) to turn off water faucets, lights, and electrical appliances when not in use. Resident agrees to keep heating and cooling equipment powered on and set at reasonable temperature levels to prevent deterioration of the premises and residents' property.
- g) to keep the apartment heated to at least sixty (60) degrees, keep kitchen cabinets and vanities open, and drip hot and cold water faucets twenty-four (24) hours a day during freezing weather;
- h) to refrain from littering, damaging, impairing the use of or removal of any part of the premises and not permit Others to do so;
- i) to conduct himself and assure that the conduct of Others is in a manner which will not disturb his neighbor's peaceful enjoyment of the premises and to conduct himself and to assure that the conduct of Others is in such a manner as not to harass, embarrass, or needlessly make complaints to Landlord's agents and employees;
- j) to not engage in or allow occupants or guests to engage in criminal conduct, loud, obnoxious or violent behavior or to disturb, threaten and/or pose a threat to the safety, health, rights, comfort or convenience of Residents, agents and staff or others in or near the apartment community or elsewhere;
- k) to, except for normal wear and tear, pay for all repairs resulting from his use of premises by Resident or Others, such payment shall be for the full cost to repair or replace damaged property;
- l) to not install any additional major appliances without the prior written consent of Landlord. If allowed, Resident agrees to pay additional utility costs for same;
- m) to not carry on any use of premises which would be deemed hazardous by the insurance carrier of the premises;
- n) to not use anywhere in the apartment community candles or kerosene lamps;
- o) to store on the premises bicycles, automobiles and motorcycles only in areas specifically approved by Landlord;
- p) to acknowledge that tile floors may be present in the residence and as such Resident agrees to use proper care to protect their personal safety by using floor mats in potential wet areas including bathrooms, kitchens, and entry ways;
- q) to promptly notify Landlord of any known need for repairs to the dwelling unit or premises including, but not limited to, dripping water faucets, running toilets, defective appliances, broken windows, broken doors, or any other defective part of the premises;
- r) air conditioning problems are not normally an emergency. If air conditioning malfunctions, you must notify our representative as soon as possible during normal business hours. Rent will not abate in whole or in part;
- s) to hold Landlord harmless for any loss or liability, including attorney fees, for any personal injury or accident sustained by Resident or Others, except where said injury results from the active and actionable gross negligence of the Landlord;
- t) to not create any waste or nuisance on or about the grounds or premises;
- u) to not possess a weapon prohibited by state law, or discharge a firearm in the apartment community; or display or possess a gun or other weapon in the common area in a way that may alarm others;
- v) to not use the balcony to accommodate groups of people and/or dynamic activities, such as dancing or jumping, which can impose a significant additional load. Residents are hereby warned that they shall be held liable for any and all damages that result from disregarding appropriate weight limits and applicable building codes and other state and federal laws. Check your balcony regularly for any wear and tear or deterioration and notify us immediately in such instance. In the event maintenance issues arise, refrain from use of your balcony until further directed by Landlord.

11. CONDITION OF PREMISES:

Within three (3) days of move-in, Resident shall inspect the dwelling unit and then sign and deliver to Landlord a report as to its condition. By signing said report, Resident acknowledges acceptance of the dwelling unit and that it is at the time of inspection in good order, repair, and in a safe, clean and tenantable condition except as specifically accepted by the Resident. When Resident vacates, Landlord shall inspect the dwelling unit and Landlord will give Resident a written statement of charges, if any, which Resident shall immediately pay. Resident acknowledges receipt of Landlord's schedule of move-out charges.

12. ALTERATIONS, ADDITIONS OR IMPROVEMENTS:

Without Landlord's prior written consent, Resident shall not make any alterations, additions, improvements, or changes in the premises, whether exterior or interior, or to the equipment or fixtures provided therein by Landlord, or install any equipment that may necessitate any changes or additions to, or require abnormal usage of water, heat, cooling or electrical system, nor paint nor paper, without Landlord's prior written consent. Any alterations, additions or improvements or changes which Landlord permits shall become the property of Landlord and shall remain on the premises at the termination of Resident's occupancy. Landlord may, at Landlord's sole option, require premises to be returned to its original state.

13. RIGHT OF INSPECTION:

Resident agrees that the duly authorized agent, employee, or representative of the Landlord shall be entitled to enter Resident's dwelling unit for purposes of inspecting the conditions therein, or making necessary or agreed repairs or improvements thereon during reasonable hours upon twenty-four (24) hours notice to Resident; provided, however, that the Landlord shall have the right to enter Resident's dwelling without prior notice to perform maintenance required by the Resident, or if Landlord reasonably believes an emergency exists which requires such entrance. Landlord will act with customary diligence to make repairs. Rent will not abate in whole or in part. The required sixty (60) day notice as described in Paragraph 23(a) hereof, shall be deemed notice to Resident of Landlord's intent to enter the dwelling unit to show said unit to prospective residents and repairmen at times in anticipation of the vacancy by the Resident.

14. VEHICLES:

Resident hereby grants Landlord the undisputed right without liability to remove any vehicle(s) from any parking space (or carport, if any) that remain stationary for two (2) consecutive days after a twenty-four (24) hour notice has been left on the vehicle. Resident further agrees that any vehicle owned by Resident remaining on the property after the termination of occupancy may be immediately removed by Landlord with full immunity from damages for such removal. Resident agrees and acknowledges that any assigned or unassigned parking spaces (or carport, if any) available for use by Resident are limited to private passenger vehicles, and Resident shall have no right to store any recreational vehicle, commercial vehicle, truck, boat, trailer, furniture, appliances or any other property on said parking space/spaces (or said carport), without written consent of Landlord. Car repairs/washing, if permitted, shall be performed in designated areas only.

15. INDEMNIFICATION:

Landlord is not liable to any resident, occupant, invitee or guest in connection with personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including but not limited to fire, smoke, rain, flood, water leaks, pipe leaks, hail, ice, snow, lightning, wind, explosions, vandalism, theft, interruption of utilities, and negligent or intentional acts of residents, occupants, invitees or guests.

16. LIABILITY:

Resident agrees that all property kept in the Premises shall be at the risk of Resident. Resident further agrees to indemnify and hold Agent and Owner harmless from any loss, lawsuit, or damages incurred as a result of any loss or damage sustained by action of any third party, fire, water, theft, or the elements, or for loss of any articles from any cause from said Apartment or any other portion of the Premises. Resident also indemnifies and holds Agent and Owner harmless from any lawsuit or damages resulting from any injury to Resident or Others entering the Apartment building property of which the premises is a part. Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the Apartment.

17. INSURANCE:

Resident's personal property is not insured or covered by Landlord for loss of any kind, including without limitation, loss due to theft, fire, smoke, wind, rain, lightning, seismic occurrence or water damage.

Evidence of renter's insurance is required at the time of occupancy and Resident agrees to maintain such Renter's Insurance throughout its residency. The renter's insurance to be maintained by Resident shall include a personal liability coverage to a minimum of \$100,000.00. Resident agrees to provide proof of such renter's insurance from time to time as requested by Landlord.

18. GENERAL CLAUSES:

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

This Lease Contract and the residency arising hereunder are and shall always be subordinate to the operation and effect of any mortgage or deed of trust which may now or hereafter affect the leased premises and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause is self-operative and no further instrument shall be needed in order to effectuate the subordination.

19. DAMAGE OR DESTRUCTION OF PREMISES:

Initials _____ Initials of our Representative _____

Other than through Resident's negligence or willful act or that of Others, if the leased premises or any part thereof shall sustain damage by fire or other casualty, but a substantial part continues to be fit for occupancy and use, then a fair and just proportion of the rent, according to the nature and the extent of the damage, shall be suspended, and so continue until said premises are repaired by Landlord for full occupancy by Resident. If the premises shall be so damaged to an extent that enjoyment of the unit is substantially impaired, the Resident may terminate this Lease Contract by giving written notice of his intention to do so within fourteen (14) days after such casualty. If the premises are damaged to an extent that repairs are unfeasible, or Landlord elects not to repair the premises, then Landlord may terminate the Lease Contract and rental payments shall abate from the date of termination of the Lease Contract.

20. RESIDENT ABSENCE:

Resident shall notify Landlord in writing of any anticipated extended absence from the premises in excess of seven (7) days, no later than the first day of the extended absence. During the absence, Landlord may enter the dwelling unit at times necessary for inspection to preserve the premises.

21. RULES AND REGULATIONS:

Resident agrees to abide by such necessary and reasonable regulations as may be promulgated during the term of this Lease Contract by Landlord, provided that the purpose of said rules, which shall apply to all Residents, is to promote the appearance, safety and convenience of the premises for the welfare of all Residents to preserve the Landlord's property from abusive use, and to fairly distribute services and facilities to all Residents. The Residents shall be provided with a copy of the written Rules and Regulations now in effect and shall be given thirty (30) days written notice of any changes.

22. EVENTS OF DEFAULT:

At the option of the Landlord, the following shall be considered Events of Default under this Lease Contract:

- a) Nonpayment of rent, or any other charges or any part thereof, at times herein before specified.
- b) Default in the performance of or the compliance with any other term or condition of this Lease Contract.
- c) If at any time during the course of the Lease Contract, there shall be filed by or against the Resident in any court a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a portion of the property of the Resident, or if the Resident makes an assignment for the benefit of his creditors.
- d) If Resident materially misrepresents or does not accurately complete any provision of a rental application form required by Landlord.

23. TERMINATION OF LEASE CONTRACT:

- a) This Lease Contract, or any extension thereof, may be terminated at the end of the lease term, or any extension thereof, by either party, provided advance written notice is given to the other party of your move out date (per Paragraph 26). The number of days of the advance notice must be at least the number of days of notice required in paragraph 1 - even if the Lease Contract has become a month-to-month contract. Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- b) This Lease Contract may be terminated by the Landlord after the occurrence of one of the default provisions in Paragraph 22. Specifically, this Lease Contract may be terminated by the Landlord in the event Resident fails to pay rent within three (3) days of written notice by Landlord. It may also be terminated by Landlord at the end of thirty (30) days after notice of a material non-compliance of this Lease Contract if the Resident has failed to correct said non-compliance within fourteen (14) days of a notice of said non-compliance. If a breach is corrected within the original fourteen (14) day notice period, and substantially the same breach occurs within six (6) months of the first notice of breach of this Lease Contract, the Landlord may require Resident to vacate the dwelling unit with fourteen (14) days of said second notice. This Lease Contract may also be terminated by a three (3) day written notice from the Landlord of a material non-compliance of this Lease Contract where the non-compliance cannot be corrected or remedied.
- c) If the Resident vacates the dwelling unit or the Landlord terminates this Lease Contract prior to the end of the term or agreed extension thereof, Resident shall remain responsible for all amounts due for the remainder of the term or extension of this Lease Contract; provided however, that if Landlord re-leases the dwelling unit, Resident's costs shall cease as of the date of occupancy by the new Resident. Landlord may, at its discretion, as agent for the Resident, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting and, at Landlord's option, hold Resident liable for the difference between the rent that would have been payable under this Lease Contract during the balance of the unexpired term, if the Lease Contract had continued in force, and the net rent for such period realized by Landlord by means of reletting. In addition to paying to Landlord all rent and additional rent through the date of occupancy by the new Resident, re-leasing fees shall be paid by the Resident to the Landlord in the amount of:
 - 1) \$1,205.00 and
 - 2) The costs of painting, cleaning, repairing and shampooing as necessary to re-rent the dwelling unit.
- d) After a notice under Paragraph 23(a), above, is given to the Landlord by the Resident, Landlord shall have the right to show the dwelling unit for the purpose of re-renting. Resident agrees to leave the dwelling unit in as clean and good condition as when rented (reasonable wear and tear accepted), and to return the keys to Landlord, which action shall establish the date and time of vacation of the premises by the Resident. It is agreed that it is Resident's responsibility to provide written notification of his forwarding address to Landlord. In the event Resident fails to return all keys, Resident may be charged for the expense of re-keying to secure the apartment building.

24. RECEPTION PERSONNEL AND OTHER SUCH SYSTEMS DETERRENDS:

- a) You acknowledge, agree and understand that Owner has furnished Deterrents on the Property for the sole purpose of protecting the property and not for Your security or that of Others. You further acknowledge, agree and understand that any benefit You may receive from the Deterrents is only incidental to the existence of the Deterrents.
- b) You acknowledge, agree and understand that the installation or use of the Deterrents shall not in any way prevent Owner, at any time from permanently removing or discontinuing the use of the Deterrents. Owner has absolutely no obligation to continue to maintain the Deterrents and should Owner elect, at any time, to remove or discontinue the use of the Deterrents, the removal shall not be a breach of any expressed or implied warranty, covenant or obligation.
- c) You acknowledge, agree and understand it is Your responsibility to learn how to use the Deterrents. You agree to use reasonable care in the operation of the Deterrents and to comply with any and all instructions, rules or procedures instituted by Owner from time to time.
- d) You acknowledge, agree and understand that Your security is the responsibility of the local law enforcement agency and Yourself. In the event that You are in need of police protection of any kind, You will contact the local law enforcement agency. Owner is not obligated under any circumstances to send personnel to Your unit in response to Your security inquiry or request. You should not contact the answering service or management office for Your security needs, for this could only delay the response time. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. You must make a written report to our representative and to the appropriate local law-enforcement agency if You or any occupant or guest is affected by a crime. Upon Landlord request You must also furnish a copy of the incident report from the local law-enforcement agency.
- e) You acknowledge, agree and understand that Owner's installation or use of the Deterrents does not constitute a voluntary undertaking, representation or agreement by Owner to provide security to You, Your family, Your guests or other occupants of Your Unit. There is absolutely no guarantee that the presence of a Deterrent will in any way increase Your personal security or the safety of Others or their respective belongings. Owner is not an insurer of You or Others and you agree to assume all responsibility for obtaining insurance to cover losses of all types. You acknowledge that Your personal security is Your sole responsibility.
- f) You acknowledge, agree and understand that Owner has made no representation, written or oral, as to the safety records of the property. Owner's agents are not authorized to make any representations written or oral as to the safety records of the Community or alter the terms and conditions. You agree to contact the local police to make such determination.
- g) You acknowledge, agree and understand that Owner is not liable to You or Others for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Deterrents. You further agree that Owner is not liable for injury, assault, vandalism or any other crime. You acknowledge that neither Owner nor Owner's agents, contractors, employees or representatives shall not be liable in any way for any disruption in the operation or performance of the Deterrents. In consideration of Owner's attempt to better serve You by protecting the Property, You agree that You shall never make demand upon, look to, institute to prosecute suit against Owner, or any of Owner's agents, contractors, employees or representatives, their heirs, successors or assigns, for any damages, costs, loss of personal property, damage or injury to Your person as a result of, arising out of or incidental to the installation, removal, operation, repair or replacement, or use of the Deterrents. This is an express covenant not to sue and You release Owner, Owner's agents, contractors, employees and representatives, their heirs, successors and assigns of and from any and all liability connected with the Deterrents.
- h) In the event Owner is found liable for any loss or injury as a result of Owner's installation or use of the Deterrents, notwithstanding Your express waiver of Owner's responsibility with respect to the Deterrents, You agree to waive and relinquish all right to proceed against Owner except to the extent of Owner's interest in the Property of which Your Unit is a part.

25. EMINENT DOMAIN:

If the dwelling unit in whole or part shall be taken by any public authority under the power of eminent domain, then the term of this Lease Contract shall cease except for the purpose of enforcing rights that may have accrued there under. At said time the rental shall be accounted for between Landlord and Resident, Resident paying up to such date and Landlord refunding the rent collected beyond such date on a prorata basis. All damages awarded from the taking by the public authority under eminent domain shall belong to and be the property of the Landlord.

26. NOTICES:

Any notice required hereunder shall be deemed sufficient if delivered in writing to Resident personally, or by U.S. Mail, properly addressed to the Resident, postage paid, or delivered by hand or mailed to Resident's last known address. For purposes of this Lease Contract, address of the dwelling unit above shall be deemed by Resident as the place for receipt of all communications. Notice to Landlord must be in writing and either hand-delivered to Landlord or its authorized Agent or mailed, properly addressed, postage paid to the following address:

Sample Apartments

Initials _____ Initials of our Representative _____

It is agreed and understood that for routine maintenance, repairs, decorating, or inspection by Landlord or Code Inspectors, posting a written notice on, including but not limited to, the building bulletin boards, common areas and/or in the laundry rooms of the Community shall be regarded as notice to Resident. Landlord may deliver any notice required to be provided, sent or delivered in writing or electronically.

27. CUMULATIVE REMEDIES:

All of the Landlord's remedies, whether specifically stated herein or afforded by law, shall be cumulative. If suit shall be brought because of any breach of this Lease Contract, and the breach is established, Resident shall pay to Landlord all expenses in connection therewith, including reasonable attorney fees, as ordered by any Court of competent jurisdiction.

28. BINDING EFFECT, COVENANTS:

Each individual Resident who signs this Lease Contract is individually and jointly liable for full and faithful performance of all duties and obligations hereunder. This Lease Contract shall be binding upon Resident's heirs, representatives and assigns; Resident acknowledges that the rental application is a part of this Lease Contract and by this referenced incorporated herein. Facsimile or electronic signatures are binding.

29. ABANDONMENT:

If at any time during the term of this Lease Contract, Resident abandons the demised premises or any part thereof, Landlord may, at its option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Resident for damages or for payment of any kind whatsoever. Landlord will consider the apartment abandoned if you are in default for non-payment of rent or utilities for five (5) consecutive days and/or you have not responded for two (2) days to our notice left on the main entry door, stating that we consider the apartment abandoned.

If Landlord's right of re-entry is exercised following abandonment of the premises by the Resident, then Landlord may consider any personal belongings of the Resident left on the premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of any and all liability for doing so.

30. MODIFICATION:

Resident and Landlord hereby agree that this Lease Contract and rental application represents the entire Lease Contract between the parties and there are no other contracts, written or verbal. This Lease Contract may not be altered except by written instrument signed by both parties hereto. Landlord's representatives are not authorized to enter any oral modifications/representations or to rely upon any oral Contracts/representations.

31. WAIVER:

Landlord's waiver of any breach by Resident of the covenants herein shall not constitute a waiver of any subsequent breach.

32. GENDER:

The masculine pronoun, wherever used, shall include the feminine and neuter, and the singular shall include the plural.

33. CLASS ACTION WAIVER:

You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and **you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PAR. 33 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

34. ADMINISTRATION:

It is agreed and understood that this Lease Contract is intended to be in full compliance with all provisions of the Iowa Residential Landlord and Tenant Act. In the event a final Court decree rules any individual provision in non-compliance, the remainder of this Lease Contract shall continue in full force and effect.

35. ACCEPTANCE:

By the execution of this Lease Contract the Resident acknowledges that he has read this Lease Contract, understands and agrees to the terms and conditions herein or attached hereto.

36. SPECIAL PROVISIONS:

\$100 non-refundable administrative fee. This shall serve as thirty (30) day notification that Landlord intends to allocate water/waste water per Iowa Code Section 562A13 (unless individually metered).

A facsimile or electronic signature on this Lease Contract is as binding as an original signature.

IN WITNESS WHEREOF, Landlord and Resident have executed this Lease Contract the date first above written.

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____

Landlord: _____