

KACENA REAL ESTATE MANAGEMENT L.L.C. RENTAL RULES, REGULATIONS & RESPONSIBILITIES

Revised 03/09

A. Lease & Rent Payments

1. Rent is due in our office by 5:00 p.m. on the 1st of every month. Late Charges will be applied as follows...\$10.00 per day for unpaid rent after the 1st until the 5th of the month, for a maximum charge of \$40.00 per month. If the 1st shall fall on a non-business day, such as a weekend or holiday, your payment must be received by Kacena Real Estate Management LLL by the first business day before 5:00 p.m. after the holiday.
 - a. Rent is accounted for on the day received in the office.
 - b. Rent may be paid at our office, 755 E. 2nd Avenue, Coralville IA 52241.
 - c. After normal business hours, rent may be placed in the rent drop box outside the entry door. If rent is placed in the rent drop box, it must be in an envelope, with your name and address. No cash is to be placed in drop box of manager. We are not liable for missing/stolen cash, deposited in our drop box.
 - d. Current address and unit number of tenant must be indicated on any check or money order payable to Landlord.
 - e. Correct change at all times. No cash is kept in office.
2. A \$25.00 administrative fee will be charged for the issue of each 3-Day Notice to pay unpaid rent. If rent is not paid within the three-day waiting period, the Landlord will continue the eviction process.
3. A \$25.00 administrative fee will be charged for the issue of each 7-Day Notice for violation of the lease agreement or rules.
4. Returned checks are subject to a \$30.00 charge plus late fees. If a check is returned for insufficient funds, future rent payment must be made in cash, cashier's check or money order.
5. Misrepresentation on application and/or lease by Tenant is grounds for immediate and irrevocable termination of lease by Landlord.
6. Tenant agrees to provide a home phone number, listed or unlisted to the landlord within 7 days following occupancy of the rental unit.
7. Tenant agrees to limit stays of guests or visitors to seven (7) days or less in a 30-day period and give proper written notice to the Landlord of same. Breach of this rule could be construed as an unauthorized sublet.
8. Tenant agrees that no persons except those specifically named on this Rental Agreement will be permitted to occupy the rental unit. If Tenant fails to inform Landlord of additional people occupying premises, the Landlord may ask for additional fees and/or terminate the Rental Agreement. Anyone receiving mail at this address or using this for an address is considered an occupant. A fee of \$400.00 per unauthorized occupant will be assessed.
9. Tenant shall not assign or sublet without Landlord's prior written consent and not upon less than 30 days prior written notice. A fee of \$250.00 will be charged for any alterations of lease and paid to the manager including but not limited to sublets, evictions and abandonment's. If Landlord incurs charges that exceed the sublet fee during this process, then the tenant will be responsible for the balance.

B. Move-in

1. Do not park vehicles on grass.
2. No move-in/move-outs between 9p.m. and 7 a.m. daily.
3. Tenant agrees to transfer utilities to Tenant's names(s) prior to occupancy or first day of lease. Utilities not transferred after the third day (five days if this falls over a weekend) of occupancy or first day of lease may be disconnected by Landlord. A fee of \$50.00 will be assessed to Tenant for failure to transfer utilities to Tenant's name in the agreed time. Landlord retains the right to charge to the tenant on a pro-rated basis from the time the unit is occupied or from the first day of the lease the cost of utilities until transfer into tenants name is made.
4. All damages to unit that are not noted at the time of move-in (ordinary wear and tear excepted) will be the responsibility of the current tenant.
5. Your Landlords insurance policy does not cover:
Your personal property from destruction or loss, nor does it cover your liability to others in case of injury, or damage. It is strongly recommended that you purchase renters insurance.

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C. Occupying Dwelling Unit

1. Tenant will not harbor pets or animals of any kind on or in the rental unit, nor provide facilities for the pet or animals of friends or guests. A fee of \$400.00 per pet will be assessed.
2. Wall decorations may be hung with picture nails, up to 10 per room. No toothpaste, sticky putty, stickers, decals, adhesive backed hooks are permitted. Absolutely no hooks, screws, nails or adhesive backed hooks are to be used on any door. The cost of repairs will be the responsibility of the tenant for all damages resulting from the use of these above items.
3. Tenant agrees to keep the dwelling unit that he/she occupies and uses as clean and safe as the condition of the dwelling permits.
4. Tenant and guests, who smoke or use any other form of tobacco products, are responsible for any damages and special cleaning caused by such. These damages are not considered as normal wear and tear and may include but are not limited to: walls, ceilings to be professionally cleaned and/or repainted; carpets, drapes, or blinds to be deodorized and/or cleaned; repair or replacement of carpet with burns; and other smoking/tobacco-related damages, etc.
5. The burning of candles and oil lamps is not permitted. The tenant will be responsible for any damages and special cleaning caused by such. These damages are not considered normal wear and tear and may include but are not limited to those contained in paragraph 4.
6. Tenants are not permitted to paint, stencil, draw, wallpaper or use borders to alter the appearance of a rental unit. Tenants are not permitted to make any repairs to the rental unit without Landlord's prior written consent.
7. Tenant is responsible for extermination of any insects, rodents, or other pests on premises if Tenant is the occupant of a single-family dwelling unit. If Tenant is occupant of a duplex, Tenant shall be responsible for such extermination within the unit occupied by him/her if that is the only unit infested. In multi-unit buildings, tenants are responsible for any infestation confined to their unit.
8. Light bulbs shall be furnished at time of occupancy; thereafter, Tenant will promptly replace all bulbs at Tenant's expense; Tenant shall not "borrow" the Landlord's bulbs in the halls, basement, laundry rooms, and porches, etc.; at check-out, Tenant will be responsible for all bulbs to be working and to be same wattage as originally provided. Most bulbs used are 60 watt.
9. Batteries and back up batteries in the smoke detectors shall be furnished at time of occupancy; thereafter, Tenant will promptly replace all batteries and back up batteries in the smoke detectors at Tenant's expense. Tenant shall not "borrow" the Landlord's batteries in the halls, basement, laundry rooms, and porches, etc.; at check-out, Tenant will be responsible for all batteries to be working and to be same voltage as originally provided. Most batteries used are 9 volt.
10. In units where heat is paid by Landlord, heat loss will be charged to the Tenant if windows are open when outside temperatures are below 45F. Tenant agrees to utilize utilities provided by Landlord in a reasonable and not wasteful manner.
11. Tenant agrees to notify Landlord on or before the 1st day of any extended absences (one week or more) from the dwelling unit. Tenant must maintain the temperature in each unit at a level that will prevent water pipes from freezing and shall quickly shut off water when necessary to prevent further damage. Tenant shall be responsible for all water damage to equipment, plumbing, ceilings, walls, floors, floor coverings, etc. resulting from not limited to: over-flowing sinks, toilets, showers, tubs; plugged basement drains; defrosting refrigerators; rain, wind, snow, sleet, hail or other elements from leaving windows open; broken, ruptured or burst pipes, hot water heaters, faucets, etc. resulting from no heat with utilities shuts-off or non-pay or final shut-off requested by Tenant and unknown to Landlord or Tenant's not maintaining cold weather temperature of at least 60 degrees.
12. No waterbeds allowed without permission of Landlord and proof by Tenant of satisfactory waterbed insurance for protection of Landlord.
13. Tenants are prohibited from changing or adding locks on any door in the rental unit.
14. Power strips with built-in circuit breakers are permitted. Absolutely no extension cords or plug-in adapters may be used.
15. Tenants must own or have access to a vacuum cleaner and vacuum carpeting weekly.
16. No live Christmas trees are permitted. A fee of \$100.00 will be assessed for violation of this provision.
17. Tenant must request rules from the Manager pertaining to installing a satellite dish. Tenant will be responsible for the removal and/or cost of removal when vacating rental unit. A fee of \$200.00 will be assess for installation of a satellite dish without Landlords approval or contrary to Managers rules regarding satellite dish.
18. Only non-stick shelf paper is to be used in cabinets and drawers and tenant must remove such prior to vacating rental unit.

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C. Occupying Dwelling Unit (cont.)

19. In a building of three (3) or more units or up/down duplexes, pool tables, foose ball table, air hockey and arcade games are prohibited.
20. Exterior holiday lights are permitted on single family, duplex or town house rentals only. Exterior holiday lights may not be installed prior to last weekend in November and must be removed by the following January 15.
21. Subscription publications i.e. newspapers, magazines, and mail if allowed to accumulate on the premises are subject to removal by Landlord at Tenant's cost.
22. Do not remove fire extinguisher from mounting bracket. Do not restrict access to fire extinguisher.
23. Welcome mats are permitted. Those allowed must be bound carpet or rubber backed without fringe. Unbound carpet remnants are not permitted. Any mats not in compliance will be removed by Landlord and disposed of without notice.
24. Tenant will not store combustible material within 3 feet of a fuel burning furnace or water heater.
25. Trampolines and swimming pools of any kind are prohibited.

D. Conduct

1. The tenant will reimburse the Landlord for damages arising out of any destructive acts of Tenants or Tenant's visitors.
2. Tenant must comply with noise ordinances of applicable city. The police will answer all loud noise complaints. A 7-day notice to cure will be issued to Tenant following all noise complaints received. If any further complaints are received after the seven days have ended, then your lease will be terminated according to Iowa Code. Tenant will control noise and keep down at all time the volume of music and/or any broadcast program from: within the rental unit, outside on the rental premises, and from Tenant's and/or guests vehicles parked on rental premises and/or on street so as not to disturb other people's peace and quiet; no loud/disturbing noises should be heard in halls nor outside dwelling unit, especially between 9:00 p.m. – 8:00 a.m. If you have a complaint, call the Law Enforcement Agency responsible for your location.
3. Tenant, any members of Tenant's household, or a guest or other person under Tenant's control shall not engage in nor permit: **a:** Criminal Activity, including drug-related criminal activity, on or near the rental unit. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance. **b:** Any act intended to facilitate criminal activity, including drug-related criminal activity on/near premises. **c:** The dwelling unit to be used for or to facilitate criminal activity including drug-related criminal activity. **d:** The manufacture, sale or distribution of illegal drugs at any location whether on/near location.
4. Tenant will not allow, under any circumstances, minors under age twelve (12) to be left unattended on rental premises, anyone to climb trees located at rental property, anyone to play/loiter in halls, stairways, entrances, porches and laundries of multi-family housing; anyone including guest(s) and friends to disturb other residents or neighbors.
5. No large open house type or keg parties are allowed inside our outside the building. A fee of \$150.00 will be assessed for each violation.

E. Repairs and Maintenance

1. Do not ignore a maintenance problem. Routine maintenance should be called into our office at 319-354-0386. After hours maintenance emergency calls should be made to 319-354-3100.
2. Television reception is the responsibility of the tenant.
3. Telephone and/or Television (cable) outlets may not be added or moved without the Landlord's prior consent.
4. All needed repairs to your rental unit must be reported to manager immediately. Small problems in the morning can turn into big problems by afternoon. Especially running water, i.e. leaking toilets or faucets. Failure to timely notify the landlord of needed repairs can result in billing to tenant for water loss resulting therefrom.
5. In rental units with dishwashers, the tenants must run it at least once a month.
6. Rental units with direct access to furnace are responsible for the installation of new furnace filters monthly during heating and air conditioning season and for regular cleaning permanent filters. Filter may or may not be supplied by Landlord.
7. If garbage disposer is jammed or plugged, Landlord will have it repaired. If foreign objects or excess garbage are found to be the cause, the tenants will be billed for the repairs.
8. Lockouts after office hours will be charged \$30.00 cash prior to Landlord providing access. These funds must be given directly to the person making entry for you. Identification will be required.

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E. Repairs and Maintenance (cont)

9. Tenant must own a plunger and know how to use it. Do not dispose of feminine products in the toilets. If Landlord is required to remove any foreign object from toilet, tenant will be charged for the cost of said repair or replacement.
10. For lockouts during office hours, tenant can pick up key from manager; pay a \$20.00 deposit for taking the key to make a copy. Once the key is returned to the Manager, the \$20.00 deposit will be returned to the tenant.
11. Tenant is responsible for all damage to the window screens and/or screen frames inside the rental unit excluding normal wear and tear.
12. Landlord is not responsible for loss of food if refrigerator or freezer malfunctions. It is the tenant's responsibility to take steps to preserve food items until repair or replacement is completed.

F. Common Areas, Decks, Patios & Parking

1. Never climb on, or use the roof or any part of the premises, except for escape from fire.
2. Tenants will not litter or damage those areas outside the rental unit owned by the Landlord, and are not to leave furniture, personal possessions or appliances on lawn, porches, roofs, or in common areas.
3. Units with a garage: Your garage is considered a parking space(s) for your unit. Garages must be maintained in a manner that a vehicle(s) may be parked inside at all times. Use of garages for storage or shops is not permitted. Tenant is responsible for replacing the battery in garage door opener remote and keypad. Garage doors should be kept closed.
4. Tenants must read sign and date Parking Permit rules where applicable. Addendum F
5. Park in designated areas only; parking on the lawn is strictly prohibited at all times.
6. All vehicles must be licensed, have current registration, inflated tires, no major fluid leaks, be in good repair, and be able to be moved at the request of the Landlord or be subject to tow at Tenant's expense.
7. Tandem parking is not permitted except if possible in front of garage. Tandem parking of motorcycles and/or mopeds is not permitted except where possible inside garage.
8. Tenant is responsible for snow removal around tenant's vehicle(s) and in front of tenant's garage.
9. No motorized equipment or vehicles may be brought inside the dwelling unit at any time.
10. Parking of boats, trailers, semi tractors, straight trucks and RV's on or about the rental premises is not permitted.
11. No major vehicle repairs are to take place on the property.
12. Smoking is not permitted in the hallways or interior common areas of the rental premises.
13. Grills are not permitted on decks or patios of buildings of three or more units.
14. Only outdoor furniture is permitted on decks, patios and (where permitted) on lawns.
15. Tenant may not store any personal property on the decks, common area hallways, laundry, on the steps, or attached to the steps. All such property will be considered abandoned property and such property will be discarded without notice and charges will be billed to Tenant. In single-family homes and duplexes, personal property should not be stored within sight of the street.
16. Please remove clothing items promptly from the washer and dryers so neighbors may use machines also.
17. Tenant is prohibited to conduct yard, garage, basement sales or auctions on or about the rental premises. A fee of \$200.00 will be assessed for each violation.
18. Latex and rubber-backed rugs can cause a reaction and discoloration if placed on a vinyl surface like bath, kitchen or entry floors. These types of rugs are not permitted in the rental unit.

G. Trash

1. Tires, batteries, appliances and oil are not permitted in dumpsters. Microwave ovens are considered appliances and are not permitted in dumpster.
2. Dumpster lids must be kept closed to keep out rain and rodents.

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G. Trash (cont).

3. Sofas, chairs, other furniture, or appliances including microwaves will not be hauled away unless arrangements are made with the Landlord or city. The tenant will be charged if furniture or appliances is left by the dumpster.
4. Trash stored outside of your unit awaiting pick up by city haulers (duplexes, single family homes) must be stored in a metal or plastic garbage can with a tight fitting lid.
5. Tear down and collapse boxes for depositing in dumpster.

H. Move Out

1. All units must be left in the same condition as when you moved in, excluding normal "wear and tear".
2. All charges for damages and cleaning will be charged to the Tenant. You are required to restore the unit to its condition at the start of your lease term, excluding normal "wear and tear".
3. Tenant agrees to thoroughly clean all floors, carpeting, bathroom fixture, and appliances before vacating premises and agrees to pay for cleaning charges for noncompliance.
4. The carpet in your unit needs to be professionally (no do it yourself rentals) cleaned. You should arrange for carpet cleaning as early as possible to make sure carpet cleaning companies can get you on their schedule. Failure to make this arrangement will result in a \$50.00 administrative fee if our office has to schedule this for you. A copy of the paid receipt for carpet cleaning must be provided to Landlord and placed on the kitchen counter as proof that this has completed.
5. There will be a \$25.00 fee charged for each re-inspection required after lease expiration as a result of Tenant's failure to vacate premises by deadline payable to Landlord.
6. Do not park vehicles on grass. No move-ins/move-outs between 9 pm and 7am daily.

I. Administrative Fees

1. Late Rent Maximum	\$40.00	(A-1)
2. 3-Day Notice for Non-Payment of Rent	\$25.00	(A-2)
3. 7-Day Notice for Violation	\$25.00	(A-3)
4. Returned Check	\$30.00	(A-4)
5. Sublet	\$250.00	(A-8)
6. Unauthorized Tenant	\$400.00	(A-8)
7. Utilities not in name 3-5 days	\$50.00	(B-3)
8. Pets	\$400.00	(C-1)
9. Live Christmas Trees	\$100.00	(C-15)
10. Unauthorized Satellite Dish	\$200.00	(C-16)
11. Large parties	\$150.00	(D-5)
12. Yard, garage, basement sales or auctions	\$200.00	(F-17)
13. Carpet Cleaning Scheduling	\$50.00	(H-4)
14. Move out re-inspection	\$25.00	(H-5)
15. Lawn mowing	\$25.00	(Addendum B)
16. Snow removal	\$25.00	(Addendum C)

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J. Security Deposit

1. Tenant agrees to pay, upon execution of this Lease and prior to possession of apartment, the full amount of the security deposit indicated and, in the event of renewal or extension of this Lease, any increase in security deposit required.
2. Landlord shall return the full deposit or return the remainder of the security deposit (if any) and a written itemized list of damages and/or deductions within thirty (30) days of the termination of tenancy and receipt of Tenant's mailing address or delivery instructions. If Landlord fails to provide said written, itemized list within thirty (30) days of the termination of tenancy and receipt of Tenant's mailing address delivery instructions. Landlord shall forfeit all rights to withhold any portions of the security deposit. If no mailing address or instructions for delivery are provided to the Landlord within one year from the termination of tenancy, the rental deposit shall revert to the Landlord and Tenant will be deemed to have forfeited all rights to the deposit.
3. Security deposit shall not be applied by tenant as advance payment of rent for the last month or any other month of the lease term.
4. Any dispute regarding security deposits will be submitted to manager in writing with copies of any pertinent documents.

**BY SIGNING BELOW I/WE AGREE TO THE RULES, REGULATIONS AND RESPONSIBILITIES OUTLINED
HEREIN IN ADDITION TO THE LEASE WHICH I/WE HAVE EXECUTED AS PART OF THIS DOUCMENT:**

BY: Tenant _____

Tenant _____

BY: Tenant _____

Tenant _____

SIGNED AND RECEIVED ON: ____/____/____

SIGNED AND RECEIVED ON: ____/____/____