

6. Occupancy. Tenants shall occupy and use the Premises only as a residential dwelling unit. No persons who have not signed this Lease as Tenants shall occupy the Premises.

(1) There may be additional rent per month (rent will apply for remainder of lease) for each additional Tenant in excess of the number of bedrooms in the unit.

(2) Any person who is not a Tenant signed on the Lease and who moves their possessions into the unit without the Landlord's prior written consent is an additional Tenant for purposes of this Lease. Units found having Tenants not signed on the Lease could be subject to additional rent cost per month retroactive to the date they began living there. The lease may be modified to require an increased security deposit proportionate to rent for the unit.

7. Access. Landlord shall have the right to enter the dwelling unit with 24 hour notice in order to inspect the Premises, make necessary repairs or services, decorations, alterations, improvements, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; provided, however, that Landlord may enter the dwelling without 24 hour notice, in case of emergency, abandonment, to make agreed or requested repairs/services, and as otherwise provided by law. Tenants agree to allow all remodeling changes scheduled during the term of the lease with appropriate notice from the Landlord.

8. Fixtures and Improvements. Tenants shall make no alteration (including paint) without Landlord's prior written consent. Tenants shall leave with the Premises at the termination of this Lease all alterations, additions, or improvements made by Tenants, without any payment therefore. Costs to return the unit to its prior condition may be charged to Tenants. Normal wear and tear excepted.

9. Tenants Obligation. Tenants shall, in addition to any other obligations in this Lease, comply with all applicable building, housing, and zoning codes, and with Chapter 562A of the Code of Iowa (Residential Landlord Tenant Act), and conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises. Tenants further agree to keep that part of the premises that they occupy and use as clean and safe as possible (including kitchens, bathrooms, bedrooms, flooring, etc.).

10. Rent. Rent Installments are due no later than the 1st of each month, even if the 1st is on a holiday or weekend. For leases where rent is not more than \$700 per month, the late fee will be \$12 per day not to exceed \$60 per month. For leases where rent is more than \$700 per month, late fees will be \$20 per day, not to exceed \$100 per month.

(1) Rent paid by a mailed check is deemed paid upon receipt. Unit number and address must be on checks. There is a cost for all returned checks in addition to late fees. Rents and fees paid in more than one payment assessed additional cost per additional payment. There is a NSF bank fee for all returned online payments/checks in addition to late fees.

(2) Postdated checks must have prior written consent from the Landlord and include the appropriate late fees.

(3) Rent should be paid by ONLINE PAYMENT. Online Account Set-Up completed by Tenant prior to 1st payment | Tenants may request special exception to pay in another form.

(4) If rent is not paid when due, Landlord may terminate this Lease and seek damages for the remaining months of rent and fees due. If an eviction action is initiated by Landlord, Tenants can be charged any costs incurred.

(5) Rent is a payment to be made to the Landlord under a rental agreement. All payments required by the Landlord on the rental account, including but not limited to maintenance charges, fees, etc., shall be paid immediately.

(6) Failure to make required prepayments of rent by the dates set forth in this Lease entitles Landlord to terminate the Lease and seek damages for the balance of rent due.

(7) Tenants agree to provide one or more forms of credit card payment to Landlord upon request, to have on file for non-payment of rent.

11. Security Deposit. Landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions return the deposit. If no mailing address or instructions are provided to the Landlord within one year from the termination of the tenancy the rental deposit shall revert to the Landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.

12. Present and Continuing Habitability and/or Delay in Possession. According to Iowa Law.

13. Holding Over. If Tenants remain in possession after expiration of this Lease, Landlord may bring action for possession. If the holdover is not in good faith, Landlord may bring on action for actual damages.

14. Keys and Locks

(1) **Keys** can be picked up at the office between 1-4 PM the day your lease starts only. Prior to the start of the lease and picking up keys, Tenants shall have all rent paid and utilities where applicable connected in their name.

(2) **Lost Key:** 24-hour notice must be given to the office to obtain a duplicate copy of an original key. Tenants may be charged for extra keys and/or lock changes.

(3) **Locks.** No additional locks shall be placed upon any door/window, including doors within the unit without the written consent of the Landlord.

(4) **Entry Lock Change.** Contact the office to arrange a time for lock change. Landlords costs per lock change may be billed to the unit.

(5) **Lock Out.** There may be a cost assessed to Tenants for a lock out. The amount of the actual charge is based upon the circumstances including calls after midnight.

>> **Care of Property.** (15. thru 29.)

15. Each Tenant or guest is responsible for taking reasonable steps for protection of his or her own person and property.

(1) Extended absences shall be reported to Landlord of more than 7 days.

(2) The video cameras in the buildings (if present) may periodically record activities. Tenants are recommended to secure potential entry points such as doors, windows, and screens.

(3) Landlord recommends Tenant(s) to promptly report to the ICPD: acts of vandalism, criminal mischief, trespassing or other.

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Tenant Initials:	X	X	X	X	X	X	X	X
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>> **Care of Property.** (15. thru 29.) continued

16. Tenants agree to use the highest degree of care in maintaining the Premises and common areas throughout the lease term. Tenants agree to keep all fixtures, (bathroom, kitchen, flooring, etc.) in the apartment as clean as possible. Any alteration or damages to the apartment by the Tenants, visitors, or others, which causes a violation of City Ordinances or which necessitates repairs, may be assessed to the Tenants.

17. Tenants agree to check smoke detector and fire extinguisher at the first of every month and report to the Landlord any necessary maintenance.

18. Tenants are responsible for replacing any light bulbs and smoke detector batteries during their tenancy.

19. Wall and Ceiling Holes: Do not spackle nail holes, No tape-on hangers or ceiling hooks of any type are allowed.

20. No acids or abrasive cleaners shall be used on any of the bathtubs, sinks, plumbing, or tile work. Damp mops and Swiffer's shall be the only cleaners used on wood floors.

21. Shower curtains and shower rods are to be provided by Tenants (for sanitary reasons). Make sure it is inside the tub and tightly pulled to each end when showering. Damages caused by tenants without shower curtains or improper use may be charged for water damage to the floor and ceiling below.

22. Doors, blinds and smoke detectors shall not be removed or unattached for any reason.

23. Basements and attics (where applicable and non-habitable by City Code) may not be used as sleeping rooms or for storage. Roofs and fire escapes are not part of the Premises and are OFF LIMITS to Tenants and guests (except during emergencies).

(1) Tenants in units which are partially/fully below grade or first level apartments must operate dehumidification equipment in times of high humidity.

24. Bicycles are not allowed in the building, on entrance rails, or balconies. Use bike racks.

25. Items outside the building, on window ledges, or in the hallways will be disposed of at the Tenants cost, including items attached to rails such, as bikes, tires, etc.

26. Balconies and porches, where present, are mainly ornamental and are functional for limited use only. Balconies are not guaranteed at all locations. (no indoor furniture shall be placed on porches or balconies)

(1) No more than 2 people may use the balcony/porch at a time and only light patio furniture of no more than 2 chairs and 1 table are allowed.

(2) After a heavy snowfall, Tenants shall clear balcony/porch of snow & ice.

(3) Absolutely no parties are allowed on the balcony or porch. Tenants will not use the balcony/porch after consumption of alcohol. No grills are allowed.

(4) NOTHING may be stored on balconies (This includes kegs, garbage, bikes, and grills). Tenants may be charged for the cost Landlord incurs to rectify the situation.

27. Cooking or doing anything else in such a way as to allow offensive odors to penetrate into public halls or other dwelling units is prohibited.

28. The exterior back steps and door, where present, are not to be used except for emergency.

29. Tenants agree to reimburse the Landlord for damages arising out of destructive acts of their visitors. Any debris or mess caused by Tenants or their visitors that is not immediately cleaned up will cause the apartment to be billed a cleanup charge. Any damages caused by the foregoing will be charged to the Tenants of that apartment.

30. **Parking** Landlord may have parking available at additional cost but does not guarantee specific stalls. Visitor parking is NOT provided.

31. >> **MAINTENANCE (31-32-7)**

32. **Maintenance.** Tenants are obligated to report any problems in the apartment to the maintenance department during regular business hours Monday through Friday.

(1) **MAINTENANCE Online Service Request:** www.AptsDowntown.com (Online Service Request) **PHONE NUMBER IS 319-351-6000** and will be answered by a telephone recorder.

(2) **EMERGENCIES: An emergency is a heat outage, an electrical outage, no water, or a sewer back up** (meaning sewage is backed up in the tub or sink). In the event of an emergency, first call the office: (319)354-2787. If no answer, call the **Emergency Phone Number: 319-338-0209**. In case of a fire, notify the fire department at **911**.

(3) Maintenance companies approved by Landlord will do repairs. Tenants may request in writing authorization from Landlord to have work performed by other contractors prior to damages being found by Landlord. Landlord reserves the right to accept or reject any work performed by contractors. Maintenance charges may include materials, sub-contractor bills, hourly labor charges and cost for incurred for work performed. Nights and weekends may incur additional costs.

(4) Once maintenance is requested, the maintenance call/online request is tenant's authorization for entry into the unit. Tenants agree to allow Maintenance to enter their apartment for necessary repairs for apartment turnover with proper notice. Tenants agree to allow a preventative maintenance crew to enter their apartments with proper notice during the spring/summer months in preparation for apartment turnover to repair any damages occurring during the Lease year. Charges associated with these damages must be paid immediately.

(5) Prices and material costs are subject to vary. All charges must be paid immediately, or they are added to the account's rent due balance.

(6) Tenants should obtain a ball type plunger to plunge toilets.

(7) If damage, defacement, alteration, or destruction of property by the Tenant is intentional, the Tenant may be criminally charged with criminal mischief pursuant to Chapter 716 of Iowa Law.

(8) **Mailboxes.** Landlord reserves the right to remove the mailboxes for cleaning or repairs. The Post Office requires the names of all occupants to be listed on the exterior of the mailbox.

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Tenant Initials:	X	X	X	X	X	X	X	X
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33. **Pest Control** for insects is performed at apartments every months. Landlord reserves the right to change pest control to quarterly, bi-weekly, weekly or otherwise with proper notice. Pest Control will enter every apartment around the 20th of the month to treat, including spraying pesticides. If a bug problem exists, Tenant shall promptly notify Landlord and provide a sample of a bug, so Pest Control knows which treatment or chemical to use. The building is pest (rodents, bed bugs, roaches, ants, etc.) free as of move-in date to the best of Landlord’s knowledge and ability. If treatment is required, please contact office for treatment policy.

34. **Renewals.** All lease changes are required to be in writing.

(1) Prior to rental season, Tenants will receive the new rental rates for the coming year and/or they will be posted in the management office. Landlord reserves the right to accept or reject any renewals.

35. **Inspections.** At the end of the lease, or when the summer tenant signs the next year’s lease for an apartment, and when all tenants from the apartment move out, consult the “Cleaning Expectations” info which can be picked up at the office prior to the final inspection.

36. Tenants will be notified of final inspection date and time in July and may choose to be present. All dates and times are final and cannot be changed by the Tenants.

(1) Failure to be moved out by the inspection appointment scheduled after the lease expires constitutes holdover and may incur rent for each additional hour plus actual damages.

(2) Tenants can be charged a lock change fee for failure to hand in ALL original keys and additionally requested keys at the inspection. Copies of original keys will not be accepted. The locks will need to be replaced or re-keyed for the security of subsequent tenants.

(3) Tenants shall keep their unit (including kitchen, bath(s), bedroom(s), flooring, etc.) as clean as the condition of the premises permits at all times. Tenants can be charged reasonable costs for general cleaning to restore the unit to its condition at commencement of the lease. All units must be vacant of all belongings at the expiration of the lease.

(4) Tenants must have all utilities (required by lease) on and in Tenant’s name at the time of inspection. Utilities must be operable for proper inspection and any necessary cleaning.

(5) The floor coverings are clean at commencement of your tenancy. Tenants shall keep the flooring within the unit as clean as the condition of the premises permits at all times throughout the lease term. At the expiration of the lease, if flooring is not found to be as clean as they possibly can be (ordinary wear & tear excepted), Tenants may be charged reasonable costs for cleaning to restore the flooring in the unit to its clean condition.

(6) Stove drip pans must be completely cleaned and undamaged at the final inspection. Tenants can be charged labor and materials for necessary replacement.

(7) Tenants can be charged for painting, drywall damages, corner bead damages, etc. that exceeds normal wear and tear.

(8) Tenants can be charged for necessary furniture and garbage removal.

>> **Appliances and Utilities. (37. thru 44.)** .**Landlord reserves the right to remove or change appliances as needed or determined.**

37. **REFRIGERATOR:** If the refrigerator should break down, call maintenance. Please make arrangements with friends/neighbors to store your food.

(1) Whenever the unit’s electricity is turned off, make sure the refrigerator door is left open and the breaker switch is turned OFF. Failure to do so may result in ruining the refrigerator, which will be replaced at Tenants cost. Do NOT use any sharp instruments to remove frost and ice from the freezer.

(2) Tenants should keep the refrigerator clean at all times. Uncleanliness and sticky substances cause seals to stick and tear. If the seal tears the compressors that cool the appliance will run indefinitely until they burn out causing the appliance to need replacement or repair. Tenants may be charged for the appliance repair or replacement.

38. **LAUNDRY EQUIPMENT** (if present) Cleanup after each use (keep dryer lint traps clean). No non machine laundry work shall be done in apartment.

(1) Any machine not working should be reported to maintenance. For the benefit of other tenants please place an “OUT OF ORDER” sign on the machine immediately.

39. **DISPOSAL:** Do not throw bones, celery, popcorn, rice, gravy, grease, etc., into the garbage disposal or sinks. Make sure the garbage disposal is cleared before running the dishwasher. Before leaving for extended period, turn on disposal and flush two sinks full of water through the running disposal.

40. **VENT FANS:** Any damage to the unit as a result of Tenants not using proper ventilation (vent fans or windows) in the kitchen or in the bathroom can be charged to the Tenants.

41. Make certain the thermostat is kept above 65 degrees at all times to guard against pipes freezing. **DO NOT TURN YOUR HEAT OFF IN THE WINTER.**

(1) Excess utility charges can be assessed to any apartment found with open windows while the heat is on.

(2) Tenants shall protect pipes to prevent freezing and bursting of the water pipes and keep the faucets closed to prevent waste or flooding of said Premises and shall be responsible for all damages to the Premises and for any loss, damage, or injury occasioned by the neglect or failure to properly look after the water pipes or faucets.

(3) Maintenance may periodically enter apartments with proper notice during the cold months to check heating systems and may turn up heat if necessary.

42. Tenants are responsible for excessive utility costs (dripping faucets, running toilets, open windows, etc.) due to Tenants failure to immediately report maintenance problems.

43. Tenants are obligated to mitigate losses (shutting off water supply, covering broken window, etc.) and calling emergency maintenance until problem is resolved.

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>> **Appliances and Utilities.** (37. thru 44.)

44. Apartment refuse must be in plastic bags and placed inside the dumpster provided. Additional policies on separation of refuse may be implemented as required by City Codes.

(1) Units may be charged Landlords cost for trash left in the laundry rooms, hallways, decks, front lawns, etc.

(2) Disposal of appliances, furniture, tires, wood products, oil, batteries, cardboard, etc. are not allowed in or around the dumpsters. Please take directly to the City landfill.

>> **Rules of Occupancy.** (45. thru 52.)

45. No grilling (charcoal, gas or wood) is allowed on the premises as they pose a fire hazard to the building. No parties or events of any kind are allowed in the common areas. The roof and fire escape are off limits for all activities.

46. All loud noise and boisterous conduct are strictly prohibited at all hours.

(1) Doors, patio doors, and windows must be kept closed, if necessary, to prevent your stereo, TV, etc. noise from penetrating hallways or other apartments.

(2) All social gatherings are to be held within the confines of the apartment so that the stereo and noise does not filter into the halls or any other apartment. No kegs are allowed in any unit or common area.

(3) If the office receives noise complaints regarding an apartment, corrective legal remedies will be pursued as provided by City ordinance or State law.

47. All social gatherings/parties in excess of 10 guests must be registered at the management office at least 24 hours in advance.

(1) Tenants may be assessed a labor cleanup charge for any parties on the premises that are not kept clean.

(2) Tenants may be assessed any fines assessed by the city of Iowa City for a disorderly house, citations for illegal drugs, alcohol, etc. on the Premises.

(3) For safety reasons the maximum number of people in the apartment at one time is fifteen (15).

48. Smoking is prohibited on the Premises anywhere. This includes the entire apartment, balcony, all common areas and garage/courtyard. Please inform visitors of smoking policy.

(1) Tenant found in non-compliance with smoking regulations can be assessed per incident for damages.

(2) Any discoloration or smell due to smoking is considered damage to the property and the costs of remedies may be assessed to the Tenants. Remedies may include, but are not limited to, replacing the flooring and painting of the unit. Landlord may increase the rental deposit to cover the costs of actual damage.

49. Natural evergreen trees and pumpkins are not allowed in the apartments or on balconies for safety reasons.

50. It is recommended for tenants to file a police report for any damage to the Premises, attempts to enter the Premises, or vandalism to the Premises by unknown persons as promptly as possible.

51. No pets are allowed in the building or on the Premises at any time. Tenants may be assessed labor cleanup charges (if applicable) for each violation. Tenants agree to an increase in the rental deposit due to potential damage if found with a pet. Reasonable accommodations accepted.

52. The Landlord reserves the right to adopt additional or revise rules, for the safety, care, and cleanliness of the Premises and for the preserving of good order therein.

>> **House, Duplex & Townhouse Tenants.** (53. Thru 57.)

53. ***** The following provisions apply to lease where a house, duplex or townhouse is rented as one unit *****

54. House Tenants are responsible for their own extermination of any insects, rodents, or pests on the Premises throughout the lease term.

55. House Tenants are responsible for shoveling and salting/sanding the sidewalks, driveways (detached dwelling units), and entry into the dwelling unit by 8 AM following each snowfall. Tenants are responsible for unmaintained sidewalks/driveways.

56. Yards must be neat and clear of trash and debris at all times.

57. House Tenants must purchase two 30-gallon trashcans and place at the side of the curb once a week for pickup unless City provided containers are available. Contact the City for your trash collection day. (Townhouses may not apply)

>> **Miscellaneous.** (58. thru 62.)

58. This writing, including any addendum(s) attached, constitutes the entire agreement between the parties with respect to the subject matters; and no statement, representation or promise with reference to this Lease, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenants. All Tenants must sign this Lease.

59. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender.

(1) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision in the Lease agreement.

(2) If any lease provisions are found to be inconsistent with 562A, the law shall supersede the terms of this lease.

(3) All addendums hereto are by this reference incorporated in this Lease and made a part hereof.

60. Tenants grant permission to Landlord to release their phone number to incoming or outgoing Tenants for general questions.

(1) Tenants agree all information regarding the lease may be shared with the parent/guardian or emergency contact listed on the Tenant information sheet.

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1. **Unit Address:** 2311 417 S Gilbert Street Unit # 2311 - IOWA CITY, IA 52240

2. **City Website.** The website for the City of Iowa City is www.icgov.org and provides extensive information about the City of Iowa City and its services. To access information concerning the Department of Housing and Inspection Services, including the Rental Housing Inspection Division, visit www.icgov.org/housing. To access the City Code, visit www.icgov.org/CityCode.

3. **Occupancy.** The number of occupants/tenants is limited by the number of off-street parking and floor area. Please contact Senior Housing Inspector at 356-5135 for more information on the maximum occupancy of this rental unit. The undersigned acknowledge that they are responsible for complying with the maximum occupancy limits prescribed by the City Code and that violation of the maximum occupancy limits can result in a fine to the owner, operator, and/or tenant. Nothing in this document prevents an owner or operator from limiting the number of tenants in a dwelling unit to less than the maximum allowable occupancy permitted by the City Code.

4. **Tenants.** The names of the tenants, including those under 18 years of age, who may occupy this unit:

5. **Sleeping Rooms.** Basements, attics, and other rooms cannot be used as sleeping rooms if they do not comply with requirements for windows, exits, square footage, and other Housing Code requirements. **BASEMENT is: {N/A} Habitable / {N/A} Non-Habitable ATTIC is: {N/A} Habitable / {N/A} Non-Habitable**

6. **Trash/Recycling.** Complete this only if this unit has four (4) dwelling units or less. Trash and recycling pickup for this unit is **Daily, Dumpster Provided at most locations.** Please see the City of Iowa City Garbage Pick-up Schedule available online at the following link <https://www.icgov.org/city-government/departments-and-divisions/resource-management> (day of the week). City Code section 16-3H-9D provides that garbage receptacles can be brought to the curb after 3 p.m. the day before pickup and must be brought back to the property on the same day as collection. City Code section 16-3H-8 provides that owners shall supply approved containers and covers. Each unit can place up to two 35-gallon containers for pickup, and the containers must be stored (when not at the curb for collection) at an approved location (sideyard or backyard). Additional garbage or oversized garbage can be picked up for an additional charge. Contact 356-5180 for specifics on those charges. A City supplied recycling container or other approved container shall be used for recycling. Recycling information is available online at www.icgov.org/recycling. Curbside composting of organic material (food waste and yard waste) is available. To learn more about these services, view www.icgov.org/foodwaste or call 356-5180.

7. **Parking.** We acknowledge that we cannot park on the grass or across the public sidewalk and that the Landlord provides off-street paved parking spaces or other parking areas as approved by the City. **Parking for Purchase in April each year for the upcoming Lease Year**

8. **Noise/Disorderly House.** It is a simple misdemeanor (punishable with a fine of \$65 to \$625 plus surcharge and court costs) to keep a "disorderly house." Under Iowa City Code section 8-5-5, a "disorderly house" is:

No person shall permit or suffer to continue, without taking legal steps to prevent the same, any quarreling, fight, disorderly conduct, or other conduct or condition that threatens injury to person or damage, or **loud, raucous, disagreeable noises to the disturbance of the neighborhood, or to the disturbance of the general public,** upon a premises owned by the person or in the person's possession. For purposes of this Section, "to the disturbance of the general public" includes the disturbance of persons beyond the subject premises and/or to the disturbance of person upon public places, including peace officers.

9. **Snow and Grass.** City Code section 16-1A-8A provides that snow must be removed within 24 hours of a 1-inch snowfall and section 6-3-2 provides that lawns/grass/weeds cannot exceed 10 inches in height. Regardless of the agreement between the landlord and the tenant, the City Code provides that the City may hold the owner, operator, or tenant ultimately responsible, and violation of either section noted above can result in a fine of \$250.00 for the first violation and/or the City mowing the grass/shoveling the snow and assessing the cost of doing so to the property owner. Pursuant to the lease, we acknowledge that the **Landlord - is responsible for snow removal and the Landlord - is responsible for mowing the grass.**

10. **Neighborhood Services Coordinator.** Iowa City has a neighborhood services coordinator. For more information, call 356-5237 or visit www.icgov.org/neighborhoodservices.

11. **State Law.** The Iowa Uniform Residential Landlord and Tenant Act (Iowa Code Chapter 562A) can be found at the Iowa City Public Library and can be found at www.legis.iowa.gov.

12. **Rental Deposits.** The Iowa law on rental deposits can be found at Section 562A.12 of the Iowa Code. The landlord has the right to withhold from the rental deposit (also called the security deposit) such amounts as are reasonably necessary to restore the premises to the condition at the commencement of the tenancy, ordinary wear and tear excepted. The tenants need to provide the landlord with the tenant's mailing address or delivery instructions for return of the rental deposit. Additional information related to leases, move-in, move-out, and checklist may be found at <http://web.offcampuspartners.com/116/resource/iowa/?p=tenant>

13. **Floodplain.** A floodplain map is available to show whether this rental unit is in a floodplain. To access the map, go to http://bit.ly/2CTwFnE_FloodplainRentals. We, the undersigned, have read the Informational Disclosure and Acknowledgment form and completed the blanks to the best of our knowledge.

Landlord: _____ Date: _____

Date & Signature(s) of Tenant(s)	Date & Signature(s) of Tenant(s)	Date & Signature(s) of Tenant(s)

****Note** All tenants, except minor children of tenants, must sign this form even if they have an oral rental agreement.** informational disclosure10-18.doc

Tenant Initials: X X X X X X X X X