

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (“**Agreement**”) dated _____ is by and between Drake University (“**Landlord**”), and the undersigned Tenant(s) (“**Tenant(s)**”), jointly and individually responsible. The Landlord and Tenant will be collectively referred to in this Agreement as the “**Parties**”.

1. **LEASE.** Landlord shall let to Tenant, and Tenant shall lease from Landlord, the following premises: _____ (“**Premises**”).

2. **TERM.** The duration of this Agreement shall be nine (9) months beginning on _____ and terminating on _____ (“**Term**”). Tenant understands that no early releases will be granted from the Term, with the exception of a documented Medical Withdrawal from Drake University. Signed medical documentation is required.

3. **HOLDING OVER.** If, after expiration of the Term, Tenant remains in possession of the premises, Tenant shall be a tenant from month-to-month. Upon the expiration of the Term and once annually thereafter, Landlord may reasonably increase the amount of Rent by providing Tenant with thirty (30) days prior written notice of such increase addressed to the Premises and mailed by ordinary U.S. Mail postage prepaid. As a month-to-month tenant, Tenant shall be subject to all provisions of this Agreement which may be applicable and consistent with a month-to-month tenancy. If Tenant continues to let the premises on a month-to-month basis, Tenant may terminate the tenancy by providing Landlord a minimum of thirty (30) days written notice prior to the effective date of termination, which may only occur on the 15th day or the final day of a given month. If the Tenant terminates the tenancy effective on the 15th day of a given month, Tenant shall pay pro-rated rent in an amount equal to fifty percent (50%) of the then-existing Rent. If the Tenant terminates the tenancy effective on the final day of a given month, Tenant shall pay the then-existing rent in its entirety for the given month. Nothing in this Section shall be construed to limit Landlord’s rights under this Agreement or Iowa law.

4. **RENT.** Rent is due on the first day of each month during the term of this Agreement, with no further notice or demand. Tenant shall pay _____ (“**Rent**”) to Landlord as monthly Rent. Tenant shall pay pro-rated rent in the amount of \$ n/a from the initial date of occupancy to the next periodic rental date.

Place of Payment. Rent must be made by a single payment instrument payable to Drake University and mailed or brought to:

Drake University
University Cashier’s Office
Carnegie, Suite 104
2507 University Avenue
Des Moines, Iowa 50311

Late Payment of Rent. Payments not received by midnight on the fifth day of the month will be assessed a late payment fee of Twelve Dollars (\$12.00) per day, with a maximum of Sixty Dollars (\$60.00) per month (“**Late Fee**”).

Returned Checks. If Tenant’s check is returned by the bank, Landlord will assess Tenant a surcharge of Twenty-five Dollars (\$25) in addition to the Late Fee. Any checks returned for insufficient funds must be immediately replaced with a cashier’s check or money order acceptable to Landlord. After one occurrence of a check returned for insufficient funds, Rent payments must be paid in the form of a cashier’s check or money order acceptable to Landlord.

Multiple Tenants. In the case of multiple co-tenants, the liability and obligations of such co-tenants under this Rental Agreement shall be joint and several. In other words, each co-tenant is liable for the entire amount of the monthly rent. If one co-tenant fails to pay his or her pro-rata share, the other co-tenants are liable for any amount unpaid.

Abandonment. If Tenant abandons or terminates this Lease before the expiration of the Term, Tenant will remain responsible for rent until either the expiration of the Term or until a new tenant leases the Rental Unit. The Landlord will use reasonable diligence to relet the Rental Unit.

5. **NONPAYMENT OF RENT.** If rent remains unpaid on the 10th day of the month, the Landlord shall be entitled to serve a Three-Day Notice of Nonpayment of Rent / Notice to Quit, pursuant to the terms of Iowa Code §562A.27(2) and §648.3.

6. **SECURITY DEPOSIT.** At the time of execution of this Agreement, Tenant shall pay to Landlord in trust in an amount equal to one month’s Rent (“**Security Deposit**”), to be held and disbursed pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.

7. **USE.** Unless otherwise agreed in writing, Tenant shall occupy and use the Premises for residential use only.

8. **ABSENCES.** Tenant shall notify Landlord of any anticipated absence from the Premises longer than fourteen (14) days not later than the first day of the extended absence.

9. **UTILITIES.** Utilities and/or services shall be furnished and paid for by the party indicated in the following chart:

	<u>Landlord</u>	<u>Tenant</u>
Electricity		
Cooking Gas		
Heat		
Water, Sewer,		
Solid Waste and Trash Removal	*** Varies by unit	
Lawn Work		
Snow Removal		
Public Sidewalk, Driveway		
Walks & Steps		

In no event should Tenant allow the temperature of the Premises to fall below 60 degrees Fahrenheit to prevent freezing of pipes.

10. **DISCLOSURE OF AGENT-MANAGER.** The Landlord/Owner has designated Brandi Wright (“**Manager**”) as its agent to manage the Premises and to process all notices and demands.

11. **PETS:** No pets may be kept on the Premises, unless upon Landlord’s written consent at Landlord’s sole discretion.

12. **MAINTENANCE BY LANDLORD.** If Tenant requires maintenance work on the Premises to be conducted by Landlord pursuant to this Section 12, Tenant shall make a maintenance request by calling the Real Estate Office at (515) 721-1982 or by emailing reworkorders@drake.edu. Emergency after-hours requests may be reported by calling Drake Security at (515) 271-2222. Landlord’s maintenance responsibilities shall be limited to the following:

- (a) Ensuring the Premises comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (b) Doing all repairs and doing whatever is necessary to put and keep the Premises in a fit and habitable condition.
- (c) Keeping all common areas of the Premises, if any, in a clean and safe condition, 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, a Tenant in the common areas of the Premises used by Tenant.
- (d) Maintaining in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.
- (e) Providing and maintaining appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal.
- (f) Always supplying running water and reasonable amounts of hot water and reasonable heat, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.

13. **MAINTENANCE BY TENANT.** Tenant shall:

- (a) Comply with all obligations primarily imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Keep the Premises clean and safe.
- (c) Dispose from the Premises all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (d) Keep all plumbing fixtures in the Premises as clean as their condition permits.

- (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the Premises.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises, or knowingly permit a person to do so.
- (g) Conduct him or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises.
- (h) Inform Landlord immediately of any damage or circumstances that may cause damage or necessitate repair.
- (i) Provide prompt requests to Landlord for repairs as needed.

14. **PROHIBITION OF CRIMINAL ACTIVITY.** Tenant agrees that neither Tenant nor any members of the Tenant's household or a guest or any person under the Tenant's control shall engage in criminal activity on or about the Premises. Neither Tenant nor any members of the Tenant's household or a guest or another person under the Tenant's control, shall engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating behavior, assault, or the unlawful discharge of firearms on or about the Premises, or any breach of the Agreement that otherwise jeopardizes the health, safety, and welfare of the Landlord, Manager, or other Tenant or results in property damage. Violation of any of this provision shall be a material and irreparable violation of the Agreement and good cause for termination of the tenancy. It is understood that a single violation shall be a good cause for immediate termination of the tenancy but shall not constitute a waiver in Tenant's obligation under this Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

15. **RULES AND REGULATIONS.** All existing Rules and Regulations, attached hereto and made a part hereof as **Exhibit A**, concerning the Tenant's use and occupancy of the Premises 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. Tenant shall comply with and ensure each and every guest of Tenant complies with, all Rules and Regulations currently existing or hereafter promulgated by Landlord. If any Rule or Regulation conflicts with the terms of this Agreement, this Agreement shall control.

16. **ACCESS.** Landlord shall have the right, upon twenty-four (24) hours written notice, to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, Tenants, workmen or contractors; provided, however, that Landlord may enter the Premises without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

17. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement, nor sublet the Premises, or any portion thereof, without the written consent of Landlord.

18. **FIXTURES AND IMPROVEMENTS.** Tenant shall leave upon, and surrender to Landlord, with the Premises at the termination of this Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment therefor. Tenant shall make no structural alterations without Landlord's written consent.

19. **FIRE OR CASUALTY DAMAGE.** If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Tenant may (i) 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 (ii) if continued occupancy is lawful, vacate only that part of the Premises until 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 Premises. If this Agreement is terminated under the provisions of this Section, Landlord shall return to Tenant all prepaid Rent and Security Deposit recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for Rent in the event of termination or apportionment shall occur as of the date of the casualty.

20. **NOTICES.** Any notice, for which provision is made in this Agreement, shall be in writing, and may be given by either party to the other, in addition-to any other manner provided by law, in any of the following ways: (i) by personal delivery (ii) by service in the manner provided by law for the service of original notice, or (iii) by sending said Notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place for the payment of Rent as provided in Section 4 above, shall be the place designated by Landlord for the receipt of any such notice.

21. **INSURANCE AND INDEMNIFICATION.** Tenants are solely responsible for and is encouraged to purchase and maintain renters' personal property insurance. Tenant understands that Landlord is not responsible for and does not carry any insurance for Tenant's personal property. Tenant shall indemnify and hold Landlord harmless for consequential or incidental damage or injury which may be sustained by the Tenant from latent defects on the Premises not known to Landlord.

22. **MAXIMUM OCCUPANCY.** Only the named individual(s) listed on page eight of this Agreement, AND NO OTHERS shall occupy the Premises. No person shall be permitted to stay in the Premises for a period greater than two nights, unless that person has signed this Agreement as a Tenant or is a spouse or dependent child of a Tenant, without prior written permission of the Landlord.

23. **WATERBEDS.** Tenant shall not put a waterbed or a fish tank in the Premises unless it is specifically covered in Tenant's renter's insurance policy. Tenant will provide a copy of such policy to the Landlord within thirty (30) days after the date of possession, which policy shall name Landlord as an additional insured. If Landlord discovers a waterbed or fish tank in the Premises and Tenant has not provided Landlord proof of insurance, Tenant shall be in default of this Agreement. If Tenant is in default under this provision Landlord may, at Landlord's sole discretion,

cancel this Agreement. Default under this provision does not relieve Tenant from any obligations under this Agreement.

24. **SMOKE DETECTORS.** If a smoke detector reveals a dead, chirping, or weak signal, Tenant will immediately provide a written notice to the Landlord or Manager so that adequate repairs can be made. Tenant will not remove or disable any detector from the Premises for any reason.

25. **LEAD-BASED PAINT.** If the Premises were built prior to 1978, Landlord and Tenant shall execute the attached Lead Based Paint Disclosure Addendum, and Landlord shall provide to Tenant the pamphlet, *Protect Your Family From Lead in Your Home*.

26. **NO SMOKING:** Neither Tenants nor their guests shall smoke inside the Premises, on the grounds of the Premises, or on other grounds of Drake University. Smoking within the Premises will result in damage to the Premises in an amount greater than the Security Deposit, and Tenant agrees to pay additional costs necessary to restore the Premises to its prior condition.

27. **COURTESY.** Tenant or Tenant's guests shall not cause or allow any improper or disturbing noises, disturbances, or odors in the building at any time, or to sing or play a musical instrument, radio/stereo, or television in a manner or at times which might be objectionable to neighbors or other residents. Minor children must be supervised, and guests escorted at all times while on the property. Tenant agrees at all times to keep noise generated by Tenant to a reasonable level.

28. **PREMISES APPEARANCE.** Tenant shall maintain Premises in a neat appearance and free from fire hazard at all times. No radios or television wires, antenna, connections, satellite dish or any other type of line or device shall be installed, placed on or attached to the building without the prior written permission of the Landlord. No sign, signal illuminations, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at the window or any part of the outside or inside of the building without the prior written permission of the Landlord.

29. **TRASH DISPOSAL.** Tenant shall dispose of all trash and garbage in the manner provided by the Landlord.

30. **KEYS AND LOCK OUTS.** Landlord shall provide door keys for the Premises. There will be a charge for any replacement key needs and for lock changes. Upon termination of the Agreement, all keys must be returned to the Landlord. Rent will be charged on a pro-rated daily basis until keys are turned in. There will be no service charge for Landlord or Manager to unlock Tenant's door during regular office hours. After office hours, there will be a \$25.00 service charge for each lock-out. Cash payment will be required prior to access being granted. This entry fee excludes any key replacement or locksmith charges if required.

31. **NO SALES.** Tenant shall not conduct any sale (yard, basement, rummage, estate, or garage) without the written permission of Landlord.

32. **DISPLAY OF SIGNS.** During the last thirty (30) days of this lease, Landlord or Manager shall have the privilege of displaying the usual “For Sale” or “For Rent” or “Vacancy” signs on the Premises and of showing the Premises to prospective purchasers or tenants.

33. **DEFAULT AND TERMINATION.** Violation of any provision of this Agreement by Tenant will be deemed a default of this Agreement by Tenant. In the event of default, Landlord may terminate this Agreement pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.

34. **CONSTRUCTION.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

35. **ENTIRE AGREEMENT.** This Agreement, including any exhibits or addendums 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 Premises leased, 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.

36. **MODIFICATION.** Any modifications, changes, or additions to the Agreement must be in writing and signed by both parties.

37. **NONWAIVER.** Failure by Landlord to enforce any of the provisions of this Agreement shall not constitute a waiver of that provision by Landlord.

38. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Iowa.

NOTICE Of COUNTERPARTS and ELECTRONIC SIGNATURES

Counterparts: This Contract may be executed in any number of counterparts, each which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Electronic Signatures: This Contract may be transmitted via electronic mail or facsimile machine, and faxed or electronic signatures shall constitute original signatures and be binding on the parties. The original document shall be promptly executed and/or delivered if requested.

[SIGNATURE PAGE TO FOLLOW]

May 2023

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Tenant Signature: _____ **Date:** _____

Tenant Signature: _____ **Date:** _____

Tenant Signature: _____ **Date:** _____

Cathy Hoch
Assistant Treasurer
Drake University

EXHIBIT A

RULES AND REGULATIONS POLICY

Welcome to Drake University and Drake Real Estate Housing! We're glad that you are living with us. This document is designed to provide general information about Drake Real Estate and our rules and regulations.

Real Estate Office hours: Monday - Friday
9:00 a.m. - 2:00 p.m.

Office is closed Saturday, Sunday and Holidays.

Mailing address: Drake University
2507 University Ave
307 Old Main
Attn: Brandi Wright
Des Moines, Iowa 50311

Phone: 515-721-1982

By signing the Rental Agreement, you acknowledge receipt and understanding of the **Rules and Regulations** policy and the **Repair and Move Out Restoration Charges** policy. Please retain these policies for future reference.

DRAKE UNIVERSITY REAL ESTATE DWELLING UNIT RULES AND REGULATIONS

The following rules and regulations have been developed to ensure the comfort and safety of our tenants and to aid us in maintaining reasonable operating costs. Failure to comply with the Rules and Regulations shall be considered cause for termination of the Rental Agreement. It is further agreed that unlawful conduct, as well as physical or mental condition of the tenant which renders independent living impractical shall also be sufficient cause for termination of tenant's lease.

- Alcohol and Drug Policy:** All state, federal, and local laws and university policies pertaining to alcohol and other drugs, including controlled substances, apply to residents and guests within all Drake Real Estate properties. The Drake University Student Handbook contains detailed descriptions of prohibited conduct and sanctions. All alcohol and drug policies referenced in the Student Handbook are hereby deemed applicable to all Drake University Real Estate Housing units. Bulk alcohol containers, such as, but not limited to, kegs or pony kegs, are expressly banned from inside Drake Real Estate Properties.
- Weapons:** The use or possession of firearms, ammunition, explosives, fire works, incendiary devices, BB guns, imitation guns or any dangerous weapons, substances or materials on Drake property is prohibited except as expressly authorized by the University.

GENERAL

1. **Liability:** Tenant agrees not to use property for any purpose deemed hazardous by the University's insurance carrier. Tenant further agrees that Drake University has no liability toward tenant's personal possessions in case of fire, theft, flood, heavy rains or other disasters, damage caused by breakage, leakage, or obstruction of pipes or related plumbing fixtures, and from latent defects not known to the landlord. **The University recommends that tenants contact their personal insurance carrier for coverage.**
2. **Work Orders:**
 - Occupants shall promptly report any structural, mechanical or equipment repair needed to the Real Estate Office.
 - Work orders may be submitted by calling 515-721-1982 or by emailing reworkorders@drake.edu
 - Emergency after-hours requests may be reported by calling Drake Security **515-271-2222.**
3. **Children:** Proper supervision of minor children on Drake property is required at all times.
4. **City Codes:** Tenant shall be in compliance with the Des Moines City Code at all times.
5. **Lockouts and keys:** For lockouts during normal office hours, contact the Real Estate office at **515-721-1982**. After regular office hours contact Drake Security at **271-2222**. Tenants will be charged a **\$25.00** fee for after-hours lockouts. Keys are distributed at the time the lease agreement is signed. Tenants may not have duplicate keys made. In the event of a lost key, charges will be assessed according to the attached **Repair and Move Out Restoration Charges** policy.
6. **Signs:** No signs or posters may be displayed on the lawn, attached to the building or displayed through windows.
7. **Child Care:** Commercial childcare services or baby-sitting for hire are not permitted.
8. **Utilities:** On Rental Agreements which specify the tenant is to pay for electric, gas and water, all charges (including solid waste and sewer) must be kept current. Failure to do so may result in termination of the Rental Agreement. If the University pays the electric bill for a dwelling, tenants are permitted to install window air conditioners. Tenant is responsible for purchase and installation of unit and will be charged \$40.00 for **each** unit in June, July and August. Tenant is also responsible for all damage and resulting charges due to a faulty air conditioner.
9. **Roommates:**
 - A. Only those individuals signing the agreement as tenants and their dependent children may occupy the unit. Occupancy by any other person is prohibited except with the University's written consent. A \$100.00 monthly fee per person for any additional occupants will be charged.
 - B. Tenant understands and agrees that if any party to the Rental Agreement continues to live in the dwelling unit after one or more of the other parties vacate, the tenants remaining will need to remit the prorated amount of deposit to Drake University Real Estate to fulfill the balance of the deposit. This amount must be remitted within five (5) business days from the date tenant vacates.
 - C. Tenant leaving must give the Real Estate Office a **60** day advance written notice if during the initial term, 30 day advance written notice thereafter.
 - D. In the event one tenant leaves a multi-tenant dwelling, any potential replacement tenants must submit an application and meet Drake Real Estate eligibility requirements prior to being added to the lease or permitted to move into the unit.

10. **Access:** Tenant shall permit authorized University employees to enter their premises in the following situations:
- **Emergency:** when a suspected emergency exists (e.g. fire or broken water pipe)
 - **Service:** To complete needed or requested repairs, maintenance or at any reasonable time to inspect for maintenance issues.
 - **Rental:** After receipt of notice to terminate by either landlord or tenant, tenant agrees to allow a representative of the University to show the unit to prospective tenants during normal business hours. This signed Rental Agreement shall serve as written notice of such showing. Landlord will also contact tenant by email or phone before each showing if tenant has provided a daytime phone number at which he/she may be reached. Tenant agrees to keep the unit in a reasonably neat condition during this time so it can be successfully re-rented.
11. The University reserves the right to make other rules and regulations as it may deem necessary for the safety, care, cleanliness, efficient and lawful operation of the dwelling unit. Such rules and regulations, when posted, shall become a part of this agreement.

THE DWELLING UNIT

1. **NO PETS:** No pets or animals of any kind, whether belonging to the tenant or visitor, shall be allowed in the dwelling unit or on the premises. **Violation of this rule may result in termination of the Rental Agreement and will incur a minimum \$150.00 cleaning charge.**
2. Redecoration and /or repairs are the responsibility of the management. Only employees of the Real Estate Department, or contractors approved by the University are allowed to accomplish this type of work. No additions or alterations of any kind are permitted.
3. Curtain rods and /or mini blinds have been installed at each window and they are not to be removed.
4. Water beds are not permitted.
5. Only nail-type picture hangers are allowed for placing pictures, mirrors, etc. on the walls. Adhesive-type hangers cause permanent damage to walls and are prohibited. The application of contact paper, imitation brick, wallpaper, paneling or mirror tiles is also prohibited. **Do not** tape items to walls.
6. Tenants are responsible for all broken or damaged windows in their dwelling unit regardless of cause and need to have them replaced immediately. The term “windows” includes glass, screens and storm doors. A work order must be promptly submitted to Drake Facilities at **271-4985**.
7. A working light bulb is furnished in each light fixture when you move into the dwelling unit. A working bulb is to be left in each light socket when you vacate the dwelling unit. Replacement of all bulbs is the responsibility of the tenant. Use maximum of 60 watt bulbs only.
8. Tenants are responsible at all times for their own conduct as well as that of their guest(s). Stereos, TV’s and other equipment shall not be operated in a manner which is disruptive to other residents of the neighborhood. Tenant shall obey all local, state and federal laws and cause all visitors to do the same.
9. Tenant is responsible for maintaining clean and sanitary conditions in the dwelling unit. Cleaning of windows and floors is the responsibility of tenant.

10. Flush only toilet tissue through the sewer system. Disposable diapers, sanitary napkins, tampons, Kleenex, Q-tips, etc. **are not** to be placed in the toilet. Tenant will be responsible for the cost of unclogging drains unless the clog is determined to be caused by defective plumbing.
11. The management will provide insect control in the public areas of Drake Real Estate properties by the use of professional spraying. The tenant is requested to use insect baits and sprays to control any pests inside the dwelling unit.
12. During occupancy, carpet cleaning is the responsibility and expense of the tenant. We request that you contact this office to obtain a list of authorized cleaning companies before having any carpet cleaned. Damage to carpet due to cleaning by the tenant or by an unauthorized cleaning contractor will be charged to the tenant.
13. Electronic transmitting equipment which interferes with other residents' reception of television signals shall not be allowed.
14. The use of real Christmas trees or greenery is prohibited due to potential fire hazards.

STAIRWAYS, HALLWAYS AND PORCHES

1. Stairways and landings must remain clear at all times. Storage of any items (e.g. children's toys, playpens, grill or bicycles) is not permitted on stairways or landings.
2. The use of gas or charcoal barbecue grills on the porch is prohibited due to fire hazards. Any damage resulting from prohibited use will be charged to the tenant.
3. Tenants or guests are not allowed on the roof or porch overhang of any Drake Real Estate properties.
4. Tenant may not place or store any furniture not specifically designed for outside use on porches, decks or lawn.
5. No smoking or vaping in or on the grounds of any Drake Real Estate property.

OUTSIDE GROUNDS

1. Motorcycles, mopeds and motorbikes are not permitted on walks, yard, stoops, porches or inside the dwelling unit.
2. The use of any part of the outside grounds will be at the risk of the tenant and no liability will incur against Drake University for any loss or damage.
3. In single family residences, Drake University will provide appropriate lawn care. Snow removal will be provided for the front public sidewalk only. All other snow removal (e.g. steps, driveway) is the responsibility of the tenant.

REMOVAL OF REFUSE

Tenant is responsible for all litter and refuse collected in your dwelling unit. It should be placed in covered receptacles in the appropriate area. Tenants in single family residences will be provided approved containers, both garbage and recycle, for their use. It is the responsibility of the tenant to move the containers to the curb for collection and to remove the container from the curb in a timely manner after collection.

PARKING AREA

1. No **parking** or **driving** on lawn or grass areas is allowed.
2. Winter “plug-ins” for vehicles are not allowed at multiple dwelling units.
3. Vehicles not in operating condition will be removed at owner’s expense. No vehicles may be left on jacks or blocks. Unlicensed vehicles may not be stored or parked on Drake Real Estate property.
4. Tenants shall be in compliance with the City of Des Moines Parking Code at all times.

REPAIR AND MOVE OUT RESTORATION CHARGES POLICY

During your tenancy, if it is necessary to replace or repair items, other than replacement or repair caused by normal wear and tear in your dwelling unit, you will be charged as per the following schedule.

CLEANING:

- General cleaning and/or removal of refuse and trash \$35.00/hr.

ADDITIONAL CLEANING CHARGES:

- Stove \$35.00/hr.
- Refrigerator \$35.00/hr.
- Bathroom \$35.00/hr.

WALLS / CEILINGS:

- Repair damages \$35.00/hr.
- Repainting \$35.00/hr.

FLOOR COVERING:

- Shampoo carpet \$150.00
- Carpet replacement \$12.00-15.00/sq. yd. + installation

REPAIR AND/OR REPLACEMENT:

- Bathroom and kitchen fixtures \$35.00/hr.
- Windows/screens/storm doors Actual cost

DOORS:

- Replace keys – doors \$50.00 each
- Replace keys - mailbox \$15.00 each
- Replace lock \$50.00 each
- Replace dead bolt lock \$50.00 each

LIGHT FIXTURES:

- Replace globes \$10.00 each
- Replace fixture \$25.00 each
- Replace missing or burned out light bulbs \$ 1.00 each

LEAD-BASED PAINT DISCLOSURE ADDENDUM

This Addendum is made by the undersigned Landlord and Tenant and is incorporated into and made a part of the Residential Lease Agreement between Landlord and Tenant (“**Agreement**”). This Addendum is referenced in the Agreement and pertains to the property described in the Agreement as the Premises.

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of know lead-based paint and lead-based paint hazards in the Premises. Tenants must also receive a federally approved pamphlet on lead - poisoning prevention.

Landlord’s Disclosure

1. Presence of lead-based paint or lead-based paint hazards (Landlord initial one below):

a. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

b. x Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Housing.

2. Records and reports available to the lessor (Landlord initial one below):

a. _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

b. x Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (Tenant initial each item below).

1. _____ Tenant has received copies of all information listed above.
2. _____ Tenant has received the pamphlet, *Protect Your Family from Lead in Your Home*.

Certification of Accuracy. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Tenant Signature: _____ **Date:** _____

Tenant Signature: _____ **Date:** _____

Tenant Signature: _____ **Date:** _____

LANDLORD

BY: _____
Date _____

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.