

APARTMENT LEASE
Campus Investors IS, LLC

THIS LEASE AGREEMENT made on _____ by and between, Campus Investors IS, LLC (hereinafter called Lessor) of the property described below, and the following persons (hereinafter collectively called Lessee):

_____; _____; _____;
_____; _____.

WITNESSETH, that Lessor does hereby demise and lease unto Lessee and Lessee does hereby jointly and severally rent and take the Apartment known and designated as apartment _____ in a building located at _____ in the City of Ames in the State of Iowa, to be used as a private residence and for no other purpose from **August 3, 2010 at 2:00 p.m., until July 30, 2011 at 8:00 a.m.** **No extension or renewal of the lease shall be valid unless executed by the Lessor in writing. Continued occupancy of any or all of the premises after the expiration or termination of the lease shall entitle the Lessor to recover actual damages and attorneys fees pursuant to Iowa Code section 562A.34(4),**

Lessee agrees to pay unto Lessor as rent therefore the total sum of \$ _____ payable as follows: \$ _____ on **August 1, 2009** and \$ _____ on the first day of each and every succeeding month in the term until the total sum of \$ _____ is paid in full. Rent shall be payable at Agent's business office located at 200 Stanton Avenue Suite 101, Ames, Iowa 50014. Rent is payable in the form of cash, cash equivalent, personal check, bank check, or money order.

Lessee agrees to pay the rent promptly as it accrues. If all or any portion of the rent due is not received at Agent's business office on or before the first day of each and every month rent is due there will be a late payment charge of \$10.00 per day for each of the first four days the rent or any portion is late.

In the event the first day of the month is a weekend or a holiday, Lessee shall have until 5:00 p.m. on the next normal business day to make the respective rental payments without a late charge. Rental payments made by mail will be considered "received" on the day **after** the postmark. In addition to the foregoing there shall also be a charge of **\$40.00** whenever a check is returned for insufficient funds or any other reason. In addition to all other remedies provided by law or in this Lease Agreement, in the event more than 2 checks are returned for insufficient funds or any other reason, Lessor reserves the right to only accept cash or cash equivalent payments. It is hereby agreed between the parties that all the amounts paid by Lessee to Lessor pursuant to this agreement shall be applied first to any past due and unpaid charges and thereafter to current charges. Lessee acknowledges Lessor provides a 24/hr rental drop box located in the east corridor of 200 Stanton Ave. Payments made in the rental drop box after 5pm will be considered "received" on the next business day. ***Lessee may make payments with more than one check, provided that at Lessor's discretion and with thirty days written notice, Lessee agrees to pay each rent payment in a single check.***

THE ABOVE LETTING is upon the following Express Covenants and Conditions, all and every one of which Lessee and Lessor hereby covenant and agrees to keep and perform.

1. **SECURITY DEPOSIT:** Lessee shall pay a security deposit to Lessor in the sum of \$ _____ due and payable concurrent with the execution of this Lease Agreement. The security deposit is set aside to secure Lessee's performance of each and every covenant and agreement to be performed by Lessee(s) under the Lease Agreement. Lessee shall be held fully responsible for any and all damages done to the demised premises, fixtures, furnishings, equipment, or other property belonging to Lessor, except for normal wear and tear, or to any part of Lessor's property caused at any time by misuse, carelessness or negligence on the part of the Lessee, the other Lessees or any member of any Lessee's family or any invitees of any Lessee. Such liability shall be joint and several. Where required by law or local ordinance, the Lessor shall pay to Lessee interest on Lessee's security deposit funds, held by Lessor, as prescribed and in the manner mandated by said law or local ordinance.

Within thirty days after termination of the lease term or any renewal thereof and upon inspection of vacated premises, should Lessor find no damages beyond normal wear and tear, and Lessee(s) is not in default, then the deposit shall be returned to Lessees with the

issuance of a single check drafted to _____ and mailed to

_____. _____ hereby assumes the responsibility of distributing the deposit to the other named Lessees as appropriate. In the event Lessee transfers to another property managed by owned by Campus Investors IS, LLC or managed by Campustown Property Management the security deposit will be transferred to rental account for the new lease. In the event some of the lessee(s) renew the lease or transfer to another apartment owned by Campus Investors IS, LLC or management by Campustown Property Management, the security deposit refund will be divided equally amongst lessees with checks issued to those who did not renew or transfer and fund transfers execute for those who did renew or transfer. In the event Lessee is in default and/or Lessor shall find damages beyond normal wear and tear, the cost of the repair or replacement shall be that of Lessee and the deposit herein shall apply towards the amount in default and/or cost of such repair or replacement, but in no case shall the amount of the deposit herein restrict the right of Lessor to proceed for additional damages.

Lessee expressly agrees that this deposit shall at no time during the lease term or renewal thereof be deemed or construed as an advance payment of rent for any month of the lease term, including specifically the last month's rent. Such deposit shall not affect the right of Lessor to commence legal action for payment of rent due in the event of non-payment of rent or for breach of any other covenant under this lease. The right of Lessor to apply the deposit shall in no way affect Lessor's right or ability to proceed against Lessee for the collection of additional damages sustained by Lessor arising out of the breach of the lease or for the damages done to the leased premises by and through Lessee.

The refund of the deposit is subject to the following:

- The full term of the lease shall have expired and the premises was timely surrendered to the Lessor.
- There is no damage to demised premises or to Lessor's property except normal wear and tear.
- The entire apartment, including range, refrigerator, kitchen, bath, closets, all drawers, etc. shall be clean.
- No tape or adhesive fastener marks are left on the painted walls.
- There are no unpaid late charges, maintenance charges, or delinquent rent.
- All issued keys have been returned.

- All debris, rubbish and discards have been removed from the premises.
- Correct forwarding address has been left with the Agent.
- There has been full compliance by Lessee with all lease terms, covenants, and Apartment rules.

Lessee acknowledges that with respect to cleaning and maintenance charges Lessor maintains a schedule of flat rate charges for the most common and recurring cleaning and maintenance tasks. Lessee further acknowledges that this schedule is available for inspection at Agent's offices during regular business hours. Lessee understands and agrees to pay cleaning and maintenance charges to Lessor in accordance with this schedule. Lessee agrees to pay Lessor's cost to have any and all carpets on premise steam cleaned. Lessor will automatically deduct \$15 per Lessee from the security deposit refund for building and ground trash removal. Lessee further agrees that any work not specifically provided for on the schedule will be billed to and paid by Lessee at the rate of **\$30.00** per man hour or if the work is performed by independent contractors, Lessee will be billed at the cost to Lessor. In addition to other charges set forth herein, at the time of move out Lessee agrees to pay a fee of \$5.00 per bedroom in the Apartment for Common Area garbage removal.

Lessee initials _____

2. FURNISHINGS: Lessor agrees to furnish the leased premises with the following: _____.
3. PETS: Lessee hereby acknowledges that no pets except aquariums, or service animals are allowed under any circumstances at any time, without Lessor's prior written consent. Lessor's consent, once given, may be revoked at any time. In addition to all other remedies provided by law or in this Lease Agreement, in the event a pet is on the leased premises in violation thereof, Lessee hereby agrees to pay a fine of **\$50.00** as liquidated damages and an additional fine of **\$10.00** per day for each day, or part thereof, the pet is on the leased premises in violation thereof.
4. USE, SUBLET, ASSIGNMENT: Lessee agrees that the leased premises, or any part thereof, shall not be assigned, sub-let, or permitted to be used for any purpose other than the above mentioned without the written consent of Lessor. Lessee understands that any permitted assignment or sublease will not release Lessee from liability for rent or other obligations due hereunder, and that Lessee expressly remains liable for payment of rent and full performance of all terms and provisions of this lease in the event of any default by any assignee or sub lessee. **Lessor reserves the right to allow only Lessee(s) to be in possession of a key to the apartment/house.**
5. UTILITIES: Lessor agrees to furnish and pay only _____ for the leased premises. Lessee agrees to contact all the applicable utility companies before occupying the leased premises to have the necessary utilities transferred to the name of Lessee, or any subsequent sub lessee, for the entire term of this lease. Lessee hereby authorizes the City of Ames or Alliant Energy to provide a utility consumption report to the Lessor at any time and without further written authorization. Lessor makes no representation or warranty that utilities will always be available due to unforeseen outages or disruptions of service that are beyond the control of Lessor.
6. MAINTENANCE: Lessor agrees to maintain the premises in accordance with all applicable building and maintenance codes and further agrees to promptly repair all reasonable repairs to the premises, appliances, and furnishings, at Lessor's sole expense, except damages caused by the negligence of Lessee or Lessee's agents or guests. Lessee will be responsible for damages caused by unreasonable use, misuse, abuse and/or negligence of the Lessee or Lessee's agents or guests. Labor for repairs will be billed at \$30 per man hour.
7. PEST CONTROL: Lessor agrees to provide for the extermination of insects, rodents, and vermin as necessary upon the reasonable written request of the Lessee.
8. BUILDING AND GROUNDS: Lessor will cause the Apartment to be generally cared for and will provide for the maintenance of the landscaped areas, accidents and unavoidable delays excepted.
9. NOISES AND PARTIES: It is agreed that Lessee will not permit any unlawful acts or cause or permit any loud, boisterous, or unseemly noises or actions or loud stereo in or about said premises that would be objectionable to other Lessees or Lessor. **Specifically after 12:00 A.M. Sunday through Thursday and after 1:00 A.M. Friday and Saturday, it is agreed that there will be no "parties" and no stereo or conversation loud enough to be heard in the common hallway or adjacent apartments.** The breach of this covenant shall be deemed a material breach of this Lease Agreement. In the event that there is a gross noncompliance with this express covenant Lessor will charge Lessee, and Lessee agrees to pay Lessor within seven days of notification a \$150.00 fine per occurrence. "Gross noncompliance" will conclusively be considered to have occurred when a police verification of the occurrence exists by virtue of an official police report or other official record of said event.
10. LIMITATION OF LIABILITY: It is agreed that Lessor shall not be held liable for damage if Lessor cannot give possession of the described Apartment on the day herein specified; Lessor however, will credit Lessee with an amount equal to **\$_____ per day** for every day Lessee is prevented from possession of the described apartment. Lessor shall not be liable for any loss caused by defects in the building or in the leased premises, unless due to Lessor's neglect, or any accidental damage to the personal property of Lessee in or about the building or leased premises, from water, rain, or snow which may leak into, issue or flow from any part of the building or leased premises, or from pipes or plumbing works of the same, or any other cause. Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time unless they result from the Lessor's negligence. Lessee agrees that Lessee, all of Lessee's guests and invitees, and all personal property in the premises or elsewhere in or about the building shall be at the risk of the Lessee only, and Lessee will carry such insurance, as Lessee deems necessary therefore. Lessor is not the insurer of Lessee's person, guests or invitees, or personal property.
11. **INDEMNIFICATION. Lessee agrees to indemnify lessor and holds lessor harmless against all claims for any personal injury sustained by lesse and lessee's family and/or any guests or invitees in their use of the individual rental unit, and common areas of the building.**
12. CONDITION OF PREMISES: Lessee acknowledges and recognizes that Lessee will be receiving, shortly after occupancy of the leased premises, a checklist prepared by Lessor describing the condition of the premises at the time of Lessee's possession. Lessee agrees to return said checklist to Lessor within one week of receipt, noting any discrepancies in the condition of the Apartment not indicated on said checklist. Lessee understands that if the checklist is not returned to Lessor within one week of Lessee's receipt of the same, it shall be presumed for the purpose of this lease that said checklist adequately describes the condition of the premises at the time of Lessee's at the time of Lessee's possession. Lessee covenants that Lessee will keep said premises in good repair and will keep said premises and appurtenances in a clean and sanitary condition. If damage other than reasonable wear and tear occurs to the leased premises or furnishings therein, Lessee agrees to notify Lessor of such damages. If such damages are caused by the negligence of Lessee, Lessee's agents or guests, the cost of such repairs shall immediately be paid to Lessor by Lessee, including the cost to repair damage to other portions of the building, if any, caused by such negligence. Lessor shall thereafter repair such damages. If property of the Lessor or the property of third parties is damaged or if any person suffers bodily injury and such damages or injury are due to the actions or inactions of the Lessee, the Lessee's guests or invitees, then Lessee shall indemnify and hold harmless the Lessor and Lessors' agents or employees for any such damages or injuries including but not limited to the reasonable costs of defense. **Lessor makes no guarantees for the condition of the carpet and/or walls of the apartment. Carpets will be professionally cleaned within 72 hours of the lease start date if not completed before lease commencement. Lessor will complete a property inspection within 30 days of the lease termination date. Lessor at its sole discretion will complete maintenance repairs and bill back any charges that resulted from misuses/negligence.**

Lessee initials _____

13. **ABSENCES:** Notwithstanding any other provision of this lease, Lessee shall notify Lessor of any anticipated absence from the leased premises consisting of fourteen (14) or more consecutive days no later than the first day of such absence.
14. **RETURN OF POSSESSION:** Lessee agrees to quit and surrender the leased premises at the end of the term in as good a condition as upon delivery of possession to Lessee, reasonable wear and tear accepted, and shall return all keys for the same. Lessee hereby acknowledges and agrees that there will be a **\$15.00** charge for each key which Lessee fails to return, **\$125.00** lock rotation charge will be assessed if any of the original apartment door keys are not returned, **\$25.00** for each electronic key not returned, and **\$35.00** for each garage door opener not returned. Duplicated keys will not be accepted. If Lessee fails to restore the leased premises to a clean and sanitary condition then Lessor shall perform such cleaning and charge Lessee in accordance with Section 1 above. Lessee further agrees that at the termination of this lease, by lapse of time or otherwise, to yield up immediate possession of the premises to Lessor and failing to do so, to pay as liquidated damages of **\$500**; but the provisions of this paragraph shall not be held as a waiver by said Lessor of any right of reentry hereinafter set forth; nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmation of the tenancy, operate as a waiver of the right to forfeit this lease and the term herein. Also the failure to yield up immediate possession upon such lapse shall constitute a forcible detainer.
15. **COMMON AREAS:** Common areas are defined as: Any area shared by all Lessees of the facilities. Common areas include, but are not limited to, recreation facilities, outdoor space, parking, landscaping, fences, elevators, laundry rooms, hallways, lobbies, trash rooms, loading docks, access alleys, and all other jointly used space.

USE OF COMMON AREAS: Use of common areas within the property shall be governed by the rules and regulations listed below and any and all Policies posted in the facilities. All such common areas shall be used at the risk of lessee and lessee's family and guests. No guest or invitee shall be permitted within the facilities unless lessee is also present. Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the property

In order to use facilities, lessee agrees that:

- a. Lessee shall not permit any guests or invitees to use FACILITIES without LESSEE present;
- b. Lessee shall use FACILITIES in a prudent manner, consistent with the customary residential use of the FACILITIES;
- c. Lessee shall not use FACILITIES in a manner which is offensive or dangerous to LESSEE or any users of FACILITIES;
- d. Lessee will follow policies as established by LESSOR in connection with the operation of FACILITIES;
- e. Lessor shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
- f. Lessor does not provide attendants or supervision of any kind for FACILITIES;
- g. Lessor has made no representation (i) that LESSOR'S representatives have any expertise in the operation of FACILITIES, (ii) that Facilities are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and
- h. **USE OF FACILITIES BY LESSEE SHALL BE WHOLLY AT LESSEE'S OWN RISK.**

In connection with Lessee's use of Facilities, Lessee is responsible for:

- a. payment for damages or costs to LESSOR from any claim based upon the acts of LESSEE or OCCUPANT or LESSEE'S guests or invitees or any other individuals whom are prohibited from using the FACILITIES without LESSEE present; and
- b. The legal costs of defending LESSOR if any claim is made against LESSOR because of the acts of LESSEE or OCCUPANT, LESSEE'S guests or invitees whom are prohibited from using FACILITIES without LESSEE present. LESSOR has the right to choose the attorney who will represent LESSOR.

16. **MANAGEMENT-INSURANCE CARRIER:** Campus Investors IS, LLC D/B/A Campustown Property Management is responsible for managing the leased premises. Their office is at 200 Stanton Avenue Suite 101 Ames, Iowa 50014. Their telephone number is 515-598-9000. The independent insurance carrier handling the insurance on the building is State Farm Insurance and their address is 101 Main Street, Ames IA 50010. Their telephone number is 515-232-0030.
17. **DEFAULT:** If Lessee should fail to make any payment due as required herein in a timely fashion or should breach any of the other covenants or agreements herein contained to be kept by Lessee or Lessee's assigns, then Lessee shall be in default of this lease agreement. Default shall include if Lessee materially misrepresents or does not accurately complete any provision of a rental application form required by Lessor. Default shall also include if at any time during the course of the lease, there shall be filed by or against the Lessee 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 Lessee, or if the Lessee makes an assignment for the benefit of his creditors. Any default by Lessee of this agreement shall entitle the Lessor to all of the rights, benefits, and remedies available pursuant to law, including but not limited to the right to terminate Lessee's possession, to terminate this Agreement or any Agreement incorporated herein, to recover actual damages, seek specific performance, as well as the rights and remedies described specifically in this Agreement. In describing Lessor's remedies in the event of a default, it is the parties' intent that these remedies shall be cumulative and not exclusive.
18. **TERMINATION FOR CLEAR AND PRESENT DANGER:** If Lessee creates or maintains a threat constituting a clear and present danger to the health or safety of other Lessees, Lessor, or Lessor's employees or agents, then Lessor shall have the right to recover possession of the leased premises pursuant to the provisions of the Iowa Uniform Residential Lessor and Lessee Act. A "clear and present danger shall include, but is not limited to, any of the following activities of Lessee or any person at the leased premises with the consent of Lessee:
- a) Physical assault or the threat of physical assault.
 - b) Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
 - c) Possession of a controlled substance.
 - d) Other acts deemed inappropriate as determined by Lessor.
 - e) Unlawful use of premises.
19. **ABANDONED PERSONAL PROPERTY:** Any personal property at the leased premises after termination of this lease agreement shall be deemed abandoned by Lessee and Lessor shall have no responsibility therefore whatsoever. In the event that Lessor holds the property for any period of time following the termination of this lease agreement, Lessee shall pay Lessor all expenses incurred in connection with the removal of the property from the leased premises and a reasonable storage fee. An "abandonment" shall include, but is not limited to, any of the following:
- a) Lessee's absence from the apartment for fourteen (14) consecutive days without notice to Lessor as provided herein.
 - b) Lessee's surrender to Lessor of the keys to the leased premises without other written agreement between the parties.
20. **RIGHT OF RE-ENTRY:** It is expressly agreed between the parties, that if default be made in payment of the rent above reserved, or any portion thereof, or in any of the covenants and agreements herein contained to be kept by Lessee or Lessee's assigns, it shall be lawful for Lessor or his legal representatives to enter into or upon said premises, with process of law, and repossess the same; and in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall be due but a demand for refusal or failure to pay at any time on the same day or at any time on a subsequent day, shall be sufficient; and after each such default shall be made, Lessee and all persons in possession under Lessee, shall be deemed guilty of forcible detainer of said premises under the statutes of the State of Iowa. In addition to any other rights which Lessor may have pursuant to law, if Lessor

exercises the foregoing right of re-entry and the leased premises has been abandoned, deserted, or vacated for fourteen (14) days successively, Lessee hereby authorizes Lessor and Lessee's agent to re-enter the leased premises, and remove all of Lessee's articles found therein, and proceed to re-rent the leased premises.

The obligation of Lessee to pay the rent specified herein during the full term of the lease, or any extension of this lease or any holdover tenancy, shall not be deemed to be waived, released or terminated by the service of any three day notice, demand for possession, notice that the tenancy herein stated will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the demised premises. It is further agreed by the parties hereto, that after service of the notice or the commencement of a suit or after final judgment for possession of the premises, Lessor may receive and collect any rent due, and payment of said rent shall not waive or affect said notice, said suit, or said judgment.

21. **LOSS BY FIRE:** Lessee agrees that in case the premises shall be rendered untenable by fire or other causality, Lessor may at the Lessor's option, terminate this lease agreement or repair said premises within (30) days. If Lessor does not repair said premises within said period, or if the building containing said premises is wholly destroyed, then the term hereby created shall cease and terminate. Lessor agrees to give written notices of its intent to repair the leased premises not later than (14) days following the fire or other causality damaging the leased premises. If the fire was caused by the actions or negligence of the Lessee, the Lessee agrees to indemnify the Lessor for all of Lessor's damages, including but not limited to damage to the building or other improvements, but also the Lessor's loss of rent from other apartment(s) and adjacent Lessor owned or managed property damaged in the fire for a period of not more than twelve months. Lessee shall indemnify Lessor for all damage or injuries suffered by Lessor which were caused or contributed to in whole or in part by any act or omission of Lessee or Lessee's invitees or guests resulting in fire or fire related damage to Lessor's premises, including but not limited to damages for loss of income from Lessor's apartments or other property, other than that leased to Lessee, if such other apartments were damaged by such fire. Rent paid by Lessee is not to be considered as a contribution to any insurance coverage premium paid by Lessor to an insurer providing coverage to Lessor for damage by fire to Lessor's premises leased to Lessee.
22. **PLURAL SUCCESSORS:** The words Lessor and Lessee when ever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to the lease; and all the covenants herein contained shall be binding upon and inure to their respective successors, heirs, executors, administrators and assigns and shall be his/her or their attorney or agent.
23. **WAIVER OF DEFAULT:** No failure on the part of Lessor to enforce any rights accruing to Lessor because of any default of Lessee in failing to perform promptly any of the provisions hereof, no matter how many times such failure to enforce such right may be waived by Lessor, shall operate as a waiver of any of the provisions of this lease, but the Lessor may at any time omit to take advantage of or waive any default in any of the provisions hereof without prejudice to Lessor's right to enforce each and all of the provisions of this lease with reference to other or subsequent defaults.
24. **SEVERABILITY:** If any clause, phrase, provision, portion of this lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such events shall not affect, impair, or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or any portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
25. **LEAD BASED PAINT:** If applicable, Lessee acknowledges receipt of the Lead Based Paint Disclosure. _____

RULES AND REGULATIONS

1. Throwing objects and/or debris from the balcony, window or otherwise from the leased premises is strictly prohibited. ***The failure to comply with the aforementioned sentence shall be deemed a material breach of the apartment lease and in addition to any other remedy allowed in this lease, shall subject the Lessee to a monetary fine as reasonably determined by Lessor and/or eviction. Lessor also reserves the right to restrict access to the balcony due to the violation of this rule. Lessee will be responsible to reimburse lessor for the expense to restrict balcony access. Lessee further agrees to keep the balcony in clean and sanitary condition. Storing garbage, furniture, and or cans is strictly prohibited. At its discretion, lessor may choose to clean the balcony and bill the lessee for the time and materials.***
2. Lessee acknowledges he or she is financially and legally responsible for guests' behavior both in the residential unit and building common areas and that the behavior of guests may result in fines and or eviction.
3. Possession of any weapon and/or ammunition is prohibited. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile or replica weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols, B.B. guns, and paintball guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons
4. Lessee agrees not to hang anything from or tamper with sprinkler heads and or piping on the ceiling.
5. Tampering with fire extinguishers and/or pull stations is strictly prohibited. ***The failure to comply with the aforementioned sentence shall be deemed a material breach of the apartment lease and in addition to any other remedy allowed in this lease, shall subject the Lessee to a monetary fine as reasonably determined by Lessor and/or eviction.***
6. Smoking, drinking and/or loitering or allowing guests to do the same in building common areas is strictly prohibited.
7. Lessee agrees not to paint or decorate the walls floors or woodwork in the leased premises; agrees not to change the location of the telephone or cablevision, agrees not to make any repairs, alterations, whatsoever, agrees not to add any shelves, cupboards, doors, etc. without the written permission and supervision of Lessor; and agrees not to remove any of Lessor's furniture or fixtures.
8. Lessee agrees that in the event Lessee places or leaves trash in the Common Area hallways or any other area not designated for trash or garbage collection they shall be subject to a fine by Lessor of \$150.00 per occurrence.
9. Lessor shall have the right, by his agents or representatives, to enter the leased premises to examine the same, to make such repairs, alterations or pest control treatment as may be deemed necessary for the safety and preservation thereof. Lessee(s) request for service will constitute permission to enter the leased premises. Lessor shall provide 24 hour notice via email or telephone to show the leased premises to persons wishing to lease the same. Lessor does agree to respect Lessee's right to privacy.
10. Pictures may be hung from the painted walls only by means of picture hooks and nails made for that purpose. Adhesive fasteners and tape shall not be used.
11. The above-described Apartment is to be occupied by only those persons whose names appear hereon as Lessee. ***The failure to comply with the aforementioned sentence shall be deemed a material breach of the apartment lease and in addition to any other remedy allowed in this lease, shall subject the Lessee to a monetary fine as reasonably determined by Lessor and/or eviction.***
12. If Lessee leaves the Apartment for one or more days in freezing weather, Lessee shall leave the heating system operational with the thermostat at a setting no less than 55 degrees and notify the office that the Apartment will be vacant. Lessee shall be liable for any damage caused by freezing water pipes by failing to comply with this regulation.

13. Waterbeds are not permitted on the premises.
14. Lessee agrees not to place hard objects, such as bottle caps, tab tops, pits of fresh fruit, etc., in the disposal for they will cause it to jam. Fibrous materials such as cigarettes, paper, banana skins, etc., will plug the disposal. In the event Lessor is called to fix a disposal and such materials are found therein, Lessor reserves the right to charge Lessee for the expense incurred.
15. Lessee agrees that no thread, string or rags, sanitary napkins, fruit parings or rubbish of any kind, will be allowed to enter the drainage, toilet or waste pipes, and the Lessee agrees to pay all damage or expenses incurred by such neglect.
16. Lessee agrees to not store personal belongings in mechanical closets that contain the water heater, and or furnaces. Lessee further agrees to keep return air vents clean and free and clear of obstructions.
17. All grills are strictly prohibited on balconies and patios. Lessee agrees not to store personal items on any outdoor porch except outdoor furniture. It is agreed that Lessor shall have the right to remove any other of Lessee's personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at Lessee's sole expense. The Lessees further agree that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising out of the violation of this rule. This same rule applies to any type of flame or fire apparatus, whether lit or not.
18. Lessee agrees to test the smoke detector on the premises periodically and immediately notify Lessor in writing if said smoke detector is ever found not functioning properly. Lessee agrees not to tamper with the smoke detector, nor to deactivate the detector or remove the batteries therein. *Lessee shall incur a \$50.00 charge, if in fact, the smoke detector is deactivated or tampered with.* Testing and reporting non-operating detectors shall be Lessee's liability.
19. Lessee, on behalf of Lessee and Lessee's guests and invitees, agrees to use and occupy the leased premises in strict accordance with the laws, regulations and ordinances of the City of Ames Iowa, and if applicable, Iowa State University, including specifically those laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this regulation shall be a material breach of this lease. Neither Lessees nor Lessee's guests and invitees may possess or attempt to possess anywhere within or on the leased premises alcoholic liquor in "**KEG**" packaging in excess of 16 gallons without having first complied with all rules and regulations of the State of Iowa and the City of Ames, without further obtaining the **prior written permission of Lessor**. Lessor reserves the right to withhold permission for any reason deemed acceptable to Lessor. ***The failure to comply with the aforementioned regulations of this paragraph shall be deemed a material breach of the Apartment lease, and in addition to any other remedy allowed in this lease, shall subject the Lessee to a monetary fine as reasonably determined by Lessor and/or eviction.***
20. Lessee agrees to provide Lessor with a valid email address for purposes of receiving any notice from Lessor. Any notices sent from Lessor by email shall be considered valid and effective upon transmission to the last such email address provided by Lessee. Lessee is responsible to provide Lessor with his/her current email address during the term of the Lease.

IN CONSIDERATION OF the mutual covenants herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the above described premises upon the terms and conditions hereinbefore stated, each of the undersigned Lessees being jointly and severally liable hereunder.

IN WITNESS WHEREOF, the parties here unto set their hands ,this _____. By signing below the Lessee acknowledges that the terms, covenants and rules of this lease are understood, especially those in bold and italic print. The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Lessor

Print: _____

Sign: _____

Print: _____

Sign: _____

Print: _____

Sign: _____

Print: _____

Sign: _____

Print: _____

Sign: _____

The Uniform Residential Landlord and Tenant Law, Iowa Code Chapters 562A and 562B, can be located on the Iowa Legislature Website: <http://www2.legis.state.ia.us/IowaLaw.html>.