

1220 Village Road #7

SAMPLE Condo Residential Lease Agreement

1. Identification of Landlord and Tenant(s)

This Lease Agreement is entered into between _____ ("Tenant") and Peter Heimer ("Landlord").

Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. The premises will be occupied only by the above named person(s).

2. Identification of Premises

- A. Location:** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, Tenant rents from Landlord, for residential purposes only, the premises (Cedar Garden Estates two-bedroom condo) located at 1220 Village Road #7, Iowa City, IA, 52240-2838 ("the premises") together with assigned carport.
- B. Appliances:** The following appliances are included: stove, oven, refrigerator, garbage disposal, dishwasher, microwave oven, washer and dryer, central air conditioning.
- C. Furnishings:** The following furniture and other items are included for tenant use and are to remain in the premises upon Tenant vacancy: 3 sets of single horizontal window blinds (kitchen, both bedrooms), large wood desk, metal filing cabinet, and kitchen ceiling fan.

3. Use and Occupancy of Premises

The premises are to be used only as a private residence for Tenant(s) listed in section 1 of this Agreement and their minor children. Occupancy by guests for more than 10 consecutive days or more, or any portion of 20 days or within any given 90-day period, is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

4. Term of Tenancy (10 months)

The rental term begins September 1, 2008, and ends June 30, 2009 (10 months). If Tenant vacates before the lease term ends, Tenant will be liable for the balance of the rent for the remainder of the term. This lease is renewable only with agreement by Landlord. If lease is not renewed, upon termination, Tenant will vacate the premises, remove all personal property, and leave the premises as clean and in the same condition as found upon initial occupancy.

5. Payment of Rent

- A. Regular monthly rent:** Tenant will pay to Landlord a monthly rent of \$xxx, payable in advance on the first day of the month, except when that day falls on a Sunday or legal holiday, in which case rent is due the next business day.
- B. Form and delivery of rent payment:** Rent will be paid by personal check or cashiers check made payable to Peter Heimer, or by money order, or by cash. Rent will be remitted by mail, along with a prepared deposit slip for Peter Heimer's checking account #-----, to Iowa State Bank & Trust, 102 S. Clinton Street, PO Box 1700, Iowa City, IA 52244-1700, 319-356-5800, 1-800-247-4418, or in person at any Iowa State Bank & Trust branch location.
- C. Late payment charge:** If rent is not received in full by the 5th day of the month, a late payment charge of \$5 per day will be immediately due and payable, with a maximum charge of \$50. Please contact Landlord via e-mail at pheimer@senri.ed.jp with rent payment questions.
- D. Returned check and other bank charges:** If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$30.

6. Security Deposit

A. Amount and use of security deposit: Security deposit is \$xxx, payable over two (2) months.

Tenant will make two (2) deposit payments as noted here, totaling \$xxx.

1st payment, in October - \$xxx

2nd payment, in November - \$xxx

This deposit is to be held as security for the faithful performance by Tenant of each provision of this Agreement. Tenant authorizes Landlord to use this deposit for any one or more of these purposes:

- (1) for payment of delinquent rent;
- (2) for repair of damages to the premises, including but not limited to furnishings, appliances, fixtures, walls, doors, windows, blinds, carpet, flooring, paint, outdoor deck, and yard, caused by Tenant, exclusive of normal wear and tear;
- (3) for cleaning of the premises, if necessary, upon termination of tenancy;
- (4) for professional cleaning of carpet and painting of walls to eliminate tobacco smoke and/or pet hair, stains, and odors (Randy's Carpets, 319-354-4344; approximately \$90);
- (5) for payment of any liquidated damages resulting from late rental payment and/or returned checks;
- (6) for locks and keys if keys are not returned upon termination of tenancy;
- (7) for unpaid rent if Tenant vacates or abandons premises prior to the end of the term of this tenancy.

Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement.

- B. Return of security deposit:** By July 31, 2009, after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or in part, along with a written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord. Landlord will bill Tenant for repair or replacement or cleaning expenses in excess of the security deposit, which Tenant agrees to pay upon receipt.

7. Utilities

- A.** Tenant will pay the following utility charges and other service fees: gas, electricity, water, telephone, cable TV, internet access, and other fees not paid by the Landlord.

- B.** Landlord will pay the condo association fees, which include garbage pick-up and lawn maintenance.

8. Assignment and Subletting

Tenant will not sublet premises or assign this Agreement without the prior written consent of Landlord.

9. Conduct of Tenant(s)

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas, including the outdoor patio or yard, in such a way as to:

- (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- (2) commit or permit property damage or waste;
- (3) create or permit a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of nearby residents.

Landlord will terminate this Agreement within 3 days from the date written notice is delivered to Tenant if Tenant or Tenant's guests or invitees willfully or intentionally commit a violent act or behave in a manner that constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of others.

10. No Smoking Policy

Tenant will not smoke indoors in the premises. Smoking can discolor walls, carpets, curtains, and ceilings, and can leave a smoke odor, and therefore is prohibited indoors. Tenant understands and agrees that Tenant may be held financially responsible for the professional cleaning of carpet and painting of walls to eliminate tobacco stains and smoke odor. Landlord reserves the right to terminate this Agreement if Tenant is found smoking in the premises. Outdoor smoking should be confined to the deck area. Please do not leave cigarette butts on the condo association common grounds.

11. Tenant Inspection of Premises

Tenant has examined the premises, including furnishings, appliances, fixtures, walls, doors, windows, drapes, carpet, paint, outdoor patio, garage, basement, and yard, and has found them to be in good, safe, and clean condition, except as noted in the separate Property Check Sheet.

12. Tenant's Maintenance Responsibilities

Tenant will:

- (1) keep and maintain the premises, including the outdoor deck, yard, and parking space, in good and sanitary condition and will comply with all state and local laws requiring tenants to maintain rented property;
- (2) make simple, minor, and inexpensive repairs and replacements, such as replacing light bulbs, replacing batteries in smoke detectors, unclogging drains with drain cleaners, defrosting the freezer, etc.
- (3) immediately notify Landlord or Property Manager of any defects or dangerous conditions in and about the premises of which Tenant becomes aware;
- (4) reimburse Landlord, upon demand, for the cost of any repairs to damage to the premises, other than normal wear and tear, caused by Tenant or Tenant's guests or invitees through misuse or neglect.

13. Repairs and Alterations by Tenant

- A. Repairs:** Tenant will keep and maintain the premises in good and sanitary condition and will comply with all state and local laws requiring tenants to maintain rented property. Tenant agrees to pay for any repairs of the premises due to Tenant's negligence. Tenant will immediately notify Landlord or Property Manager, first by telephone and then in writing, if any plumbing, electrical, mechanical, or other equipment or part of the premises become damaged, faulty, broken, or in disrepair.
- B. Alterations:** Except as provided by law, Tenant will not make any repairs, alter, or decorate the premises without the prior written consent of Landlord. Alterations and decorations include, but are not limited to, painting, wallpapering, nailing holes in walls, hanging of murals or paintings or posters in such a way as to damage the walls.
- C. Locks, keys, alarm systems, windows:** Tenant will not alter, re-key, or install locks to the premises, or install burglar alarm systems, or install any fire alarm systems, without the prior written consent of Landlord. Tenant will immediately notify Landlord or Property Manager, first by telephone and then in writing, when Tenant becomes aware of an inoperable, broken, or faulty lock or window. Landlord will not be liable for damages due to security deficiencies if not notified by Tenant.

14. Maintenance Requests (Refer also to separate Emergency Repairs Contact Information sheet.)

General requests for non-emergency maintenance and repairs should first be directed to Landlord via e-mail at pheimer@senri.ed.jp. Landlord will then contact Property Managers. For emergencies, Tenant should contact the Property Manager, Tom Barten of Barten Building Services, 315 East 1st Street, Iowa City, IA 52240, 319-351-4452, bartbuil@avalon.net.

15. Pets- indoor cat only (if applicable)

Tenant may keep only one indoor cat in the premises. The cat will be kept indoors in such a manner as to prevent any damage to the premises and disruption to the neighbors. Tenant will repair, at Tenant's expense, any damages to the premises caused by the cat. Tenant understands and agrees that Tenant is financially responsible for the professional cleaning of carpet to remove cat hair and/or odors (Randy's Carpets, 319-354-4344). No other cat or dog or other pet will be kept on the premises, inside or outside, even temporarily, except properly trained dogs needed by blind, deaf, or disabled persons.

16. Landlord's Right to Access

Landlord or Property Manager may enter the premises in the event of an emergency, to make repairs or improvement, or to show the premises to prospective tenants, buyers, workers, or contractors. Landlord or Property Manager may also enter the premises to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment, court order, or where it is impractical to do so, Landlord or Property Manager will give Tenant 24 hours notice before entering.

17. Use of Attic Storage Space

Tenant is not permitted to enter the attic storage space, except to climb the ladder to store and retrieve small, lightweight items such as empty suitcases and boxes. If there is a problem with the gas furnace, which is located in the attic, Tenant will contact Landlord first, or Property Manager in an emergency, or Kelly Heating in an immediate emergency, 337-3520 or 1-800-993-3520 (24/7 emergency service).

18. Safety and Security Measures

- A. General:** Tenant acknowledges that he/she has inspected the premises and has determined to his/her satisfaction that the smoke detector, door locks and latches, window locks and latches and any other security devices are adequate and in proper working order.
- B. Smoke detector:** Tenant acknowledges that the electric smoke detector was tested and its operation explained by Landlord or Property Manager at the time of initial occupancy, and the detector was operating correctly at that time. Tenant agrees to ensure the smoke detector is in good operating condition at all times, testing it once a week.
- C. Personal security:** Tenant acknowledges that Landlord does not guarantee, warrant, or assume the personal security and safety of Tenant, and that personal security and safety is primarily Tenant's responsibility.

19. Insurance

Landlord is not responsible for insuring Tenant, members of Tenant's household, or Tenant's guests or invitees in or about the premises, from any loss occurring in or about the premises, whether from bodily injury or property damage of any kind.

Landlord strongly recommends that Tenant maintains, at Tenant's expense, standard renter's insurance, which provides limits of liability adequate to protect Landlord's and other Tenants' property, as well as Tenant's own personal property from loss by theft, fire, water, rain, lightning, wind, storm, hail, explosion and any other causes outside of Landlord's control.

Tenant releases Landlord from any and all claims for damages or loss to Tenant's personal property in, on, or about the premises that are caused by or result from risks that are or would be insured under standard renters insurance, except for damage resulting from negligence by Landlord.

20. Parking

Tenant is granted access and use of the assigned #7 carport. Tenant will park in designated space only, and will be responsible for keeping the space clean and safe. Tenant will be respectful of the other parking spaces. Unauthorized, inoperable, or abandoned vehicles will be towed immediately at Tenant's expense. All guests will park in the visitor parking lot of the condo association.

21. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 14 or more consecutive days. During such absence, Property Manager may enter the premises as reasonably necessary to maintain the property and inspect for and make needed repairs.

22. Abandonment

Tenant's unexplained and/or extended absence from the premises for 30 days or more without payment of rent as due will be prima facie evidence of abandonment. Landlord or Property Manager is then expressly authorized to enter, remove, and store all personal items belonging to Tenant. If Tenant does not claim said personal property within an additional 30 days, Landlord may sell or dispose of said personal property and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs, and attorney's fees. Any unclaimed balance held by Landlord for a period of 6 months will be forfeited to Landlord.

23. Failure to Take Possession of Premises

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying all ten (10) months' rent and complying with all other terms of this agreement.

24. Payment of Court Costs and Attorney Fees

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

25. City of Iowa City Informational Disclosure and Acknowledgement Form

Tenant has read, understood, signed, and received an Informational Disclosure and Acknowledgement Form as required by the City of Iowa City (also found on-line at <http://www.icgov.org/documents.htm>).

26. Contact Information, Moving In/Out Instructions

Tenant has received, read, understood, and agreed to "Property Manager, Landlord, Emergency Repairs Contact Information," "Moving In/Out Instructions," and "Cedar Garden Estates Contact Information."

27. Notices

All notices provided for by this Agreement will be in writing and will be given to the other party as follows:

To Tenant, at 1220 Village Road Apt 7, Iowa City, IA 52240-2838.

To Landlord, via e-mail at pheimer@senri.ed.jp, or in care of Barten Building Services, 315 East 1st Street, Iowa City, IA 52240, 319-351-4452.

28. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

(1) Disclosure of information of lead-based paint hazards. *(None known.)*

(2) Disclosure of radon hazard. *(None known.)*

29. Validity of Each Part (Savings Clause)

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

30. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

31. Addenda

A. _____

32. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord or Property Manager and Tenant.

_____ Tenant signature	_____ August 2008 Date
_____ Tenant signature	_____ August 2008 Date
_____ Landlord signature- Peter Heimer	_____ August 2008 Date

1220 Village Road #7 Condo

Property Manager, Landlord, Emergency Repairs Contact Information

Contact Landlord with questions about the lease and non-emergency maintenance, repairs.

Landlord

Peter Heimer

Onohara-Higashi 5-26-15-903

Minoh-shi, Osaka 562-0031 JAPAN

pheimer@senri.ed.jp (tel/fax) +81-727287523

Contact Property Manager with emergency maintenance and repairs.

Property management

Tom Barten, Barten Building Services

315 East 1st Street, Iowa City, IA 52240

cell 319-631-1050, office 319-351-4452

Contact the following companies in case of immediate emergencies.

Plumbing emergencies

Benjamin Franklin Plumbing (ask for operator Dee; plumber Chris knows the property)

319-337-7377 (24/7 emergency service)

- 1) New bathroom faucet installed August 1, 2003 and caulked on August 1, 2004.
Two-year warranty on labor and parts.
- 2) New kitchen faucet kit (with sprayer) installed May, 2005. Five-year warranty.
- 3) Electric water heater (located above dryer) is somewhat old. No problems are anticipated, but if it should spring a leak or have some other emergency problem, please follow these instructions (also written in black marker on the water heater itself).
 - a) Turn off circuit breaker #6 (located next to the water heater).
 - b) Turn off the main water shut-off valve, marked with an orange tag, located in the closet of the smaller bedroom.
 - c) Call Benjamin Franklin (337-7377) and provide this description of the water heater:
A.O Smith electric water heater, 30 gallons, installed 1991, inlet/outlet located on top, 30 inches tall (short model), located on a 4-foot high shelf, needs to have a water heater pan with drain installed

Heating and air conditioning emergencies

Kelly Heating and Air Conditioning (24-hour emergency service)

1936 Riverside Drive, Iowa City, IA 52246

319-337-3520, 800-993-3520, fax- 338-0157

www.kellyheatingandair.com

Landlord has an annual inspection/maintenance plan with Kelly Heating and Air Conditioning. Kelly will visit the property to inspect and service the gas furnace, located in the attic, in the fall, and the central air conditioning in the spring. Kelly will call Tenant to schedule performance of this service.

1220 Village Road #7 Condo

Moving In and Moving Out Instructions

Moving In

Landlord will inhabit the premises until 12:00 noon, Wednesday, August xx, 2008.
Tenant will inspect the premises and receive the keys that day and can then start moving in.

All utility services - gas, electric, water, cable TV and internet - will be transferred out of Landlord's name on August xx, 2008. It is Tenant's responsibility to transfer utilities into Tenant's name. (Landlord is not allowed to do so.)

MidAmerican Energy (gas and electric)
1630 Lower Muscatine Road, Iowa City, Iowa 52240
1-888-427-5632
www.midamericaenergy.com

City of Iowa City, Treasury Division (water)
410 E. Washington, Iowa City, IA 52240
319-356-5066 \$80 deposit required; credit card accepted via telephone.
<http://www.icgov.org/utilities/water.htm>

Tenant should complete a change of address kit from the post office.

Official US postal address: 1220 Village Rd Apt 7, Iowa City, IA 52240-2383

Moving Out

Tenant will vacate premises by June 30, 2009, unless lease has been extended by mutual agreement by Landlord and Tenant.

Tenant will remove all personal property and leave the premises as clean and in the same condition as found upon initial occupancy.

Tenant understands that part or all of the security deposit may be used to professionally clean the carpets and/or paint the walls if tobacco odor remains.

Tenant will close all windows and lock the sliding glass door and front door.

Tenant will leave all keys (2 door keys and 2 mailbox keys) in the condo before locking the door knob (from the inside) and leaving the condo.

Tenant will provide a forwarding address to Landlord via e-mail at pheimer@senri.ed.jp.

Landlord or Property Manager will inspect premises and, by July 31, 2009, Landlord will return the security deposit in full or in part, along with a statement of the reasons for and the dollar amount of any of the security deposit retained by Landlord.