

February 1, 2019

GENERAL LETTER NO. 24-C-AP-6

ISSUED BY: Division of Mental Health and Disability Services

SUBJECT: Employees' Manual, Title 24, Chapter C, Appendix, ***Physical Quarters Appendix***, the following forms:

| | |
|----------|-------------------------------------------------------------------------------|
| 470-3796 | <i>Institutional Rental Property Agreement for Apartment or Room, revised</i> |
| 470-2350 | <i>Institutional Rental Property Agreement for House or Duplex, revised</i> |

Summary

Chapter 24-C-Appendix is revised to change the Iowa Code reference from 213.18 to 218.13 and update the logo to reflect the Department's branding. These changes were made to the following forms:

- ◆ 470-3796, *Institutional Rental Property Agreement for Apartment or Room*
- ◆ 470-2350, *Institutional Rental Property Agreement for House or Duplex*

Effective Date

Immediately.

Material Superseded

This material replaces the following from Employees' Manual, Title 24, Chapter C, Appendix:

| <u>Form</u> | <u>Date</u> |
|-------------|-------------|
| 470-3796 | 2/04 |
| 470-2350 | 2/04 |

Additional Information

Refer questions about this general letter to:

Eric DeTemmerman
Division of Mental Health and Disability Services
Hoover Bldg., 5th Floor
1305 E Walnut St
Des Moines, IA 50319-0114
(515) 725-2237
edetemm@dhs.state.ia.us



Institutional Rental Property Agreement for Apartment or Room

THIS RENTAL AGREEMENT, dated _____ day of _____ 20_____,
 is between _____, (hereinafter called the "Tenant") whose address
 for the purpose of this Rental Agreement is _____ (Address),
 _____ (City), Iowa _____ (Zip Code), (the address of the rental
 unit) and _____, (hereinafter called the "Landlord") whose address
 for the purpose of this Rental Agreement is _____ (Address),
 _____ (City), Iowa _____ (Zip Code).

It is agreed that Landlord lets to Tenant and Tenant leases from Landlord the following described premises
 situated in _____ County, Iowa, and referred to as the "Dwelling Unit."

The Dwelling Unit includes furnishings, equipment, fixtures, materials and other items as follows.

Landlord and Tenant agree to the following:

1. TERM

The duration of this Rental Agreement (not to exceed six months) is from _____ day of
 _____ 20_____, to and including _____ day of
 _____ 20_____, unless terminated according to Paragraph 20 below.

2. SOLE TENANCY

This Rental Agreement is made by and between the Landlord and the Tenant as an employee of either
 the Landlord or a contractor or lessee of the Landlord performing work on the Landlord's premises. The
 Landlord and Tenant specifically agree that the Tenant does not enter into or hold this Rental Agreement
 as a tenant-in-common with any other person or as a joint-tenant with any other person. This provision
 does not prohibit the Tenant from using the Dwelling Unit described herein as a residence for the persons
 identified in Paragraph 6, below.

3. OCCUPANCY

Tenant agrees that occupancy of the Dwelling Unit is conditioned upon the following:

- a. Employment with the Landlord; or
- b. Employment with a contractor or lessee performing work on the property of the Landlord.

4. RENT

Tenant agrees to pay to Landlord as rent for the term stated in Paragraph 1 above \$_____ per _____. For Tenants who are employees of the institution, rent must be deducted from the Tenant's bi-weekly paycheck. Authorization shall be provided by the Tenant in writing on Attachment A of this Rental Agreement. In the event that the Tenant's paycheck is not sufficient to cover the rent due or Tenant does not authorize payroll deduction, Tenant agrees to pay any additional amounts due on the day that payment is normally made by the Landlord to employees as a bi-weekly payroll check.

All sums to be paid by Tenant shall be paid to the business office of the above identified institution. Rent shall be paid on _____ day of _____.

5. DEPOSIT

A deposit of _____'s rent shall be required prior to this Rental Agreement becoming effective. At the time the Tenant vacates the Dwelling Unit, Landlord shall inspect the property. If there is no damage to the Dwelling Unit beyond that of normal wear, the deposit will be returned to the Tenant at the address provided by Tenant or at Tenant's last known address. If there is damage to the Dwelling Unit, so much of the deposit as is necessary to clean or repair the Dwelling Unit will be retained by the Landlord. Any remaining amount will be returned to the Tenant at the address provided by Tenant or at Tenant's last known address.

6. UTILITIES AND/OR SERVICES

Tenant, during the term, shall pay before delinquency, all charges for use of telephone, water, sewer, gas or other fuel, heat, electricity, trash and garbage disposal and other utilities and services not provided for by Landlord. Tenant will be responsible for all long distance telephone charges. Utilities and services furnished by Landlord and paid by Tenant as part of rent are indicated on the following chart:

| Utility or Service | Place "X" in the appropriate box | |
|--------------------------|----------------------------------|--------------------|
| | Tenant Furnished | Landlord Furnished |
| Telephone | | |
| Water/Sewer | | |
| Fuel (Gas, Oil, Propane) | | |
| Heat (Gas) | | |
| Electricity | | |
| Trash/Garbage | | |
| Linens | | |
| Snow Removal | | |
| Lawn Service | | |
| Other: Air Conditioning | | |
| | | |
| | | |

7. USE (Unless Otherwise Agreed to in Writing)

Tenant shall occupy and use the Dwelling Unit only as a residence. Tenant agrees that no businesses will be conducted from the Dwelling Unit. Only the following individuals shall reside at the Dwelling Unit:

Name:

Relationship:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Tenant is allowed visitors and/or overnight guests in the Dwelling Unit for a period not to exceed fourteen (14) consecutive days.

Tenant agrees to use the Dwelling Unit and act in a manner that will not disturb any other tenants', employees', clients', or visitors' peaceful enjoyment of the Dwelling Unit or facility. Tenant will be responsible for ensuring that the use and conduct of any other occupants of the Dwelling Unit or visitors to the Dwelling Unit complies with this requirement for use.

8. RECORDS CHECK

If Tenant or any person listed in Paragraph 7, above, is determined through a records check to have been convicted of a crime or has a record of founded child or dependent adult abuse pursuant to Iowa Code section 218.13, the Landlord shall determine whether the crime or founded abuse warrants prohibition of residence in the Dwelling Unit pursuant to the provisions of that section. If Landlord determines residence is prohibited, the Rental Agreement shall be immediately terminated. Tenant and all persons occupying the Dwelling Unit must vacate the Dwelling Unit within seven days of the Business Manager notifying Tenant of termination pursuant to this section.

9. BUSINESS MANAGER

The Business Manager _____, whose address is _____ (Address), _____ (City), Iowa _____ (Zip Code), is the person designated by Landlord to manage the Dwelling Unit and to receive any notices required to be provided to Landlord by this Rental Agreement.

10. RULES

All existing rules concerning the Tenant's use and occupancy of the Dwelling Unit have been furnished to the Tenant and are a part of this Rental Agreement as Attachment B. Additionally, Landlord may from time to time, adopt further or amended rules concerning the Tenant's use and occupancy of the Dwelling Unit.

11. MAINTENANCE BY LANDLORD

Landlord shall:

- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- b. Make all repairs and do whatever is necessary to put and keep the Dwelling Unit in a fit and habitable condition.
- c. Keep all common areas of the Dwelling Unit 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 Dwelling Unit used by Tenant.
- d. Maintain 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. Provide and maintain appropriate receptacles and conveniences, accessible to the Tenant, for the central collection and removal of garbage, rubbish, ashes, and other waste incidental to the occupancy of the Dwelling Unit. Landlord will arrange for removal of receptacles used for the central collection of garbage, rubbish, ashes, and other waste.
- f. Supply running water and reasonable amount of hot water at all times and reasonable heat, except where the building that includes the Dwelling Unit is not required by law to be equipped for that purpose, or the Dwelling Unit 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.

12. MAINTENANCE BY TENANT

Tenants and occupants 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 that part of the Dwelling Unit that Tenant occupies and uses as clean and safe as the condition of the Dwelling Unit permit.
- c. Dispose from the Dwelling Unit all ashes, rubbish, garbage, and other waste in a clean and safe manner. No rubbish, garbage, or other waste may be burned by Tenant.
- d. Keep all plumbing fixtures in the Dwelling Unit or used by Tenant 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 Dwelling Unit.
- f. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Dwelling Unit, or knowingly permit a person to do so.
- g. Act in a manner that will not disturb a neighbor's peaceful enjoyment of the Dwelling Unit.
- h. Furnish Tenant's or occupant's own interior and exterior decorating with written approval of the Landlord. The Landlords' approval shall not be unreasonably withheld. Tenant will not permit or allow the dwelling to be damaged or depreciated in value by any act or negligence of the Tenant, Tenant's family or Tenant's agents or any other person visiting or occupying the Dwelling Unit.

13. ACCESS

Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the Dwelling Unit in order to inspect the Dwelling Unit, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or exhibit the Dwelling Unit to prospective or actual purchasers, tenants, workers or contractors, provided, however, that Landlord may enter the Dwelling Unit without Tenant's consent in case of emergency and as otherwise provided for in the Iowa Uniform Residential Landlord and Tenant Act.

14. FIXTURES AND IMPROVEMENTS

At the termination of this Rental Agreement, Tenant shall surrender the leased Dwelling Unit to the Landlord in good and clean condition, except for the effects of ordinary wear and depreciation which arise from the lapse of time or which is damage that occurred without fault or liability of Tenant. When Tenant surrenders the Dwelling Unit, Tenant shall leave all fixtures that are attached to the Dwelling Unit structure, doors, windows or woodwork and all alterations, or additional improvements made by Tenant without any payment by Landlord to Tenant.

15. FIRE OR CASUALTY DAMAGE

If the Dwelling Unit is damaged or destroyed by fire or other casualty to the extent that enjoyment of the Dwelling Unit is substantially impaired, Tenant may:

- a. Immediately vacate the Dwelling Unit and notify the Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or
- b. If continued occupancy is lawful, vacate only that part of the Dwelling Unit 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 Dwelling Unit. If this Rental Agreement is terminated under the provision of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act if it were applicable. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

16. SAFETY

Tenant agrees, that in order to assure the safety of all individuals working, residing or present on the property of the Landlord, Tenant will not possess, keep, control or use nor allow any person visiting, staying in, residing at or using the Dwelling Unit which is subject to this Rental Agreement to possess, keep, control or use on the Landlord's or Tenant's Dwelling Unit or property any guns, handguns, or firearms of any type or any ammunition or explosive material which is intended for use in guns, handguns, or firearms. Tenant agrees that violation of this provision, either by Tenant or a person visiting, staying in, residing in or using the Dwelling Unit subject to this Rental Agreement shall be grounds for immediate termination of this Rental Agreement.

17. OBSERVANCE OF LAWS

Tenant agrees to follow all federal, state, and local laws, statutes, rules, regulations, and ordinances during the occupancy of the Dwelling Unit, including but not limited to all laws related to the possession of anything that is dangerous or a hazard to the welfare and safety of clients, employees, and visitors to the institution and other Tenants of the Landlord.

18. PRESENT AND CONTINUING HABITABILITY

Tenant has inspected the Dwelling Unit and acknowledges that it is in a reasonable and acceptable condition or habitability for its intended use, and that the rent agreed upon is fair and reasonable for the Dwelling Unit in its condition and setting. In the event that the condition changes so that, in the Tenant's opinion, the habitability and rental value of the Dwelling Unit is affected, the Tenant shall promptly give reasonable notice to the Landlord.

19. ASSIGNMENT AND SUBLETTING

Any assignment of this lease or subletting of the Dwelling Unit or any part of the Dwelling Unit is prohibited.

20. TERMINATION OF LEASE

This Agreement shall terminate upon any of the following:

- a. Upon termination of Tenant's employment with the Landlord or employment with the employer who is performing work on the property of or for the Landlord, Tenant and all persons listed in Paragraph 7 above shall vacate the Dwelling Unit within seven (7) days after termination of employment, but shall remain responsible for paying rent for any days Dwelling Unit is not vacated;
- b. After giving by Tenant or Landlord a minimum thirty _____ () days written notice to the other, (ten (10) if week-to-week tenancy; thirty (30) if month-to-month tenancy) unless otherwise provided for in this Rental Agreement;
- c. Upon expiration of the term of this Rental Agreement;
- d. If Tenant violates any term or condition of this Rental Agreement, including causing damage to the Dwelling Unit in excess of normal wear and tear.

21. INSURANCE

Tenant will keep Tenant's property interests in the Dwelling Unit and its liability in regards thereto and its personal property on the Dwelling Unit reasonably insured against hazards and casualties, including fire and those items usually covered by extended coverage. Landlord will not be liable for any damage to Tenant's or any occupant's personal property.

22. LIABILITY

Tenant agrees to indemnify, defend and hold harmless the State of Iowa and Landlord against any liability, damages, judgments, and settlements, and/or pay for any and all damages, losses, or expenses incurred by Landlord in connection with leasing of this Dwelling Unit to Tenant and use of the common areas, beyond that covered by insurance, due to Tenant's negligence or intentional acts or failure to perform the terms of the Rental Agreement, including the expenses of enforcing the Rental Agreement and the negligence or intentional actions of any visitors, guests, invitees, or the persons residing at the Dwelling Unit listed in Section 7, above to the extent allowed by Iowa law.

23. SIGNS

Tenant shall not affix any signs or other objects to the exterior of the Dwelling Unit or premises subject to this Rental Agreement or to any other building under the operation, ownership or control of the Landlord without written approval of the Landlord.

24. RIGHTS CUMULATIVE

The various rights, powers, options, elections, and remedies of either party provided in this Rental Agreement shall be construed as cumulative, and shall not be construed as exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law and shall not be construed to affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

25. NOTICES

Any notice, for which provision is made in this Rental 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:

- a. By personal delivery,
- b. By service in the manner provided by law for the service of original notice, or
- c. By sending said Notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place designated in Paragraph 9 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the Dwelling Unit.

26. CHANGES TO BE IN WRITING

None of the covenants, provisions, terms or conditions of this Rental Agreement to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the authorized representatives of the parties and delivered to the Landlord and Tenant.

27. ENTIRE AGREEMENT

This document constitutes the entire agreement of the parties.

28. ADDITIONAL PROVISIONS

No pets and/or animals are allowed in the Dwelling Unit at any time.

Bi-Weekly Deduction \$ _____

Per Month Rate \$ _____

SIGNED IN DUPLICATE

LANDLORD

| | | |
|------|-------|------|
| Name | Title | Date |
| | | |

TENANT

| | | |
|------|-------|------|
| Name | Title | Date |
| | | |

ATTACHMENT A

I, _____, the Tenant named in the attached Rental Agreement, hereby authorize _____, the Landlord in the attached Rental Agreement, to withhold \$_____ from each of my bi-weekly paychecks to be applied to the rent owed pursuant to the attached Rental Agreement.

Tenant

Date

ATTACHMENT B

TENANT RULES Apartment/Room

1. Tenants agree to abide by the prohibitions set out in the State of Iowa's Violence-Free Workplace Policy, which the Landlord has adopted for the Dwelling Units at this institution.
2. Unauthorized possession, use, trading, selling or manufacture of weapons, alcoholic beverages, controlled substances, narcotics, stimulants, contraband, or other restricted articles during work hours and/or while on state property or engaged in state business is prohibited.
3. Rental charges for less than a full pay-period are:

| | |
|-----------|----------|
| Single | \$ _____ |
| Double | \$ _____ |
| Apartment | \$ _____ |
4. Rental charges are payable to the Business Office at check out if the charges have not been deducted from wages or have not been paid prior to checkout.
5. Check out time is no later than _____ p.m. Tenants will be charged for the room until the Business Office has been notified and the key has been returned. There will be a \$5.00 charge for each lost key.
6. Tenants are required to maintain the room in a neat and sanitary condition.
7. Tenants must be considerate of others. Neighbors in the same building may work and sleep on different shifts. Please keep televisions, stereos, and other sources of noise turned down and refrain from loud talking.
8. Removal of any state property, including furniture, televisions, appliances, linens, and cleaning materials from the Dwelling Unit is considered theft. Theft of state property is just cause for termination of employment with the institution and will be referred to appropriate law enforcement authorities for prosecution.
9. Possession of firearms of any type and ammunition or explosive materials in the Dwelling Unit by Tenant or any visitor is forbidden.
10. No pets and/or animals are allowed in the Dwelling Unit. Any Tenant allowing a pet into the Dwelling Unit will be charged with the costs of having any carpets in the Dwelling Unit cleaned and for the costs of any other cleaning undertaken because of the presence of a pet.
11. Only those persons authorized by the Rental Agreement or by the business manager may stay in or otherwise utilize the Dwelling Unit or facilities of the Institution.
12. The Landlord has the right to enter and inspect the Dwelling Unit after providing reasonable notice to the Tenant or, in the case of an emergency, to enter without notice.
13. All exterior doors are to be locked after 4:30 p.m. and during weekends and holidays.
14. Violation of any of the above rules may result in immediate termination of the Rental Agreement between Tenant and Landlord.



Institutional Rental Property Agreement for House or Duplex

THIS RENTAL AGREEMENT, dated from _____ day of _____ 20____, is between _____ (hereinafter called the "Tenant"), whose address for the purpose of this Rental Agreement is _____ (Address), _____ (City), Iowa _____ (Zip Code), (the address of the rental unit) and _____ (hereinafter called the "Landlord"), whose address for the purpose of this Rental Agreement is _____ (Address), _____ (City), Iowa _____ (Zip Code).

It is agreed that Landlord lets to Tenant and Tenant leases from Landlord the following described premises situated in _____ County, Iowa, and referred to as the "Dwelling Unit":

The Dwelling Unit includes yard (including fence), furnishings, equipment, fixtures, materials and other items as follows.

Landlord and Tenant agree to the following:

1. TERMS

The duration of this Rental Agreement is from _____ day of _____ 20____, to and including _____ day of _____ 20____, unless terminated according to the provisions of Paragraph 20, below.

2. SOLE TENANCY

This Rental Agreement is made by and between the Landlord and an employee of the Landlord or an employee of a contractor or lessee of the Landlord performing work on the Landlord's premises. The Landlord and Tenant specifically agree that the Tenant does not enter into or hold this Rental Agreement as a tenant-in-common with any other person or as a joint-tenant with any other person. This provision does not prohibit the Tenant from using the Dwelling Unit described herein as a residence for the persons identified in Paragraph 7, below.

3. OCCUPANCY

Tenant agrees that occupancy of the Dwelling Unit is conditioned upon the following:

- a. Employment with the Landlord; or
- b. Employment with a contractor or lessee performing work on the property of the Landlord.

4. RENT

Tenant agrees to pay to Landlord as rent for the term stated in Paragraph 1 \$ _____ per month. For Tenants who are employees of the institution, rent must be deducted from the Tenant's bi-weekly paycheck. Authorization shall be provided by the Tenant in writing on Attachment A of this Rental Agreement. In the event that the Tenant's paycheck is not sufficient to cover the rent due or Tenant does not authorize payroll deduction, Tenant agrees to pay any amounts due on the day that payment is normally made by the Landlord to employees as a bi-weekly payroll check.

All sums shall be paid to the business office of the above identified institution. Rent shall be paid beginning on _____ day of _____ 20____.

5. DEPOSIT

A deposit of one month's rent shall be required prior to this Rental Agreement becoming effective. At the time the Tenant vacates the Dwelling Unit, Landlord shall inspect the property. If there is no damage to the Dwelling Unit beyond that of normal wear, the deposit will be returned to the Tenant at the address provided by Tenant or at Tenant's last known address. If there is damage to the Dwelling Unit, so much of the deposit as is necessary to clean or repair the Dwelling Unit will be retained by the Landlord. Any remaining amount will be returned to the Tenant at the address provided by Tenant or at Tenant's last known address.

6. UTILITIES AND/OR SERVICES

Tenant, during the term of this Rental Agreement, shall pay before delinquency, all charges for use of telephone, water, sewer, gas or other fuel, heat, electricity, trash and garbage disposal and other utilities and services. Tenant will be responsible for all long distance telephone charges and interior and exterior window washing. Utilities and services furnished by Landlord which are to be paid for by Tenant as part of rent are indicated on the following chart:

| Utility or Service | Place "X" in the appropriate box | |
|----------------------------------------------------------------------|----------------------------------|--------------------|
| | Tenant Furnished | Landlord Furnished |
| Telephone | | |
| Water/Sewer | | |
| Fuel (Gas, Oil, Propane) | | |
| Heat (Gas) | | |
| Electricity | | |
| Trash/Garbage | | |
| Snow Removal | | |
| Lawn Service | | |
| Other: Air Conditioning | | |
| | | |
| | | |
| | | |
| Total cost of utilities and services furnished by Landlord: \$ _____ | | |

7. USE (Unless Otherwise Agreed to in Writing)

Tenant shall occupy and use the Dwelling Unit only as a residence. Tenant agrees that no businesses will be conducted from the Dwelling Unit. Only the following individuals shall reside at the Dwelling Unit:

Name:

Relationship to Tenant:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Tenant is allowed visitors and/or overnight guests in the Dwelling Unit for a period not to exceed fourteen (14) consecutive days.

Tenant agrees to use the Dwelling Unit and act in a manner that will not disturb any other tenants', employees', clients', or visitors' peaceful enjoyment of the Dwelling Unit or any part of the premises or institution. Tenant will be responsible for ensuring that the use and conduct of any other occupants of the Dwelling Unit or visitors to the Dwelling Unit complies with this requirement for use.

8. RECORDS CHECK

If Tenant or any person listed in Paragraph 7, above, is determined through a records check to have been convicted of a crime or has a record of founded child or dependent adult abuse pursuant to Iowa Code section 218.13, the Landlord shall determine whether the crime or founded abuse warrants prohibition of residence in the Dwelling Unit pursuant to the provisions of that section. If Landlord determines residence is prohibited, the Rental Agreement shall be immediately terminated. Tenant and all persons occupying the Dwelling Unit must vacate the Dwelling Unit within five days of the Business Manager notifying Tenant of termination pursuant to this section.

9. BUSINESS MANAGER

The Business Manager _____, whose business address is _____ (Address), _____ (City), Iowa _____ (Zip Code), is the person designated by Landlord to manage the Dwelling Unit and to receive any notices required to be provided to Landlord by this Rental Agreement.

10. RULES

All existing rules concerning the Tenant's use and occupancy of the Dwelling Unit have been furnished to the Tenant and are a part of this Rental Agreement as Attachment B. Additionally, Landlord may from time to time, adopt further or amended rules concerning the Tenant's use and occupancy of the Dwelling Unit.

11. MAINTENANCE BY LANDLORD

Landlord shall:

- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- b. Make all repairs and do whatever is necessary to put and keep the Dwelling Unit in a fit and habitable condition.
- c. Keep all common areas of the Dwelling Unit 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 Dwelling Unit used by Tenant.
- d. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliance, including elevators, supplied or required to be supplied by Landlord.
- e. Provide and maintain appropriate receptacles and conveniences, accessible to the Tenant, for the central collection and removal of garbage, rubbish, ashes, and other waste incidental to the occupancy of the Dwelling Unit and arrange for their removal. Landlord will arrange for removal of receptacles used for the central collection of garbage, rubbish, ashes, and other waste.
- f. Supply running water and reasonable amount of hot water at all times and reasonable heat, except where the building that includes the Dwelling Unit is not required by law to be equipped for that purpose, or the Dwelling Unit 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.

12. MAINTENANCE BY TENANT

Tenants and occupants shall:

- a. Comply with all obligations primarily imposed upon Tenants by applicable provision of building and housing codes materially affecting health and safety.
- b. Keep that part of the Dwelling Unit that Tenant occupies and uses as clean and safe as the condition of the Dwelling Unit permits.
- c. Dispose from the Dwelling Unit all ashes, rubbish, garbage, and other waste in a clean and safe manner. No rubbish, garbage, or other waste may be burned by Tenant.
- d. Keep all plumbing fixtures in the Dwelling Unit or used by Tenant 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 Dwelling Unit.
- f. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Dwelling Unit, or knowingly permit a person to do so.
- g. Act in a manner that will not disturb a neighbor's peaceful enjoyment of the Dwelling Unit.
- h. Tenant will furnish Tenant's own interior and exterior decorating with written approval of the Landlord. The Landlords' approval shall not be unreasonably withheld. Tenant will not permit or allow the Dwelling Unit to be damaged or depreciated in value by any act or negligence of the Tenant or anyone occupying or visiting Tenant's Dwelling Unit.

13. ACCESS

Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the Dwelling Unit in order to inspect the Dwelling Unit, make necessary or agreed upon repairs, alterations or improvements, supply necessary or agreed upon services, or exhibit the Dwelling Unit to prospective or actual purchasers, tenants, workers or contractors, provided, however, that Landlord may enter the Dwelling Unit without Tenant's consent in case of emergency and as otherwise provided for in the Iowa Uniform Residential Landlord and Tenant Act.

14. FIXTURES AND IMPROVEMENTS

At the termination of this Rental Agreement, Tenant shall surrender the Dwelling Unit to the Landlord in good and clean condition, except for the effects of ordinary wear and depreciation which arise from the lapse of time or which is damage that occurred without fault or liability of Tenant. When Tenant surrenders the Dwelling Unit, Tenant shall leave all fixtures that are attached to the Dwelling Unit structure, doors, windows, woodwork, and all alterations, additions, or improvements made by the Tenant without any payment by the Landlord to the Tenant.

15. FIRE OR CASUALTY DAMAGE

If the Dwelling Unit is damaged or destroyed by fire or other casualty to the extent that enjoyment of the Dwelling Unit is substantially impaired, Tenant may:

- a. Immediately vacate the Dwelling Unit and notify the Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or
- b. If continued occupancy is lawful, vacate only that part of the Dwelling Unit 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 Dwelling Unit. If this Rental Agreement is terminated under the provision of this paragraph, Landlord shall return to Tenant all prepaid rent and security which would be recoverable under the Iowa Uniform Residential Landlord and Tenant Act, if it were applicable. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

16. SAFETY

Tenant agrees, that in order to assure the safety of all individuals working, residing or present on the property of the Landlord, Tenant will not possess, keep, control or use nor allow any person visiting, staying in, residing at or using the Dwelling Unit which is subject to this Rental Agreement to possess, keep, control or use on the Landlord's or Tenant's Dwelling Unit or property any guns, handguns, or firearms of any type or any ammunition or explosive material which is intended for use in guns, handguns, or firearms. Tenant agrees that violation of this provision, either by Tenant or a person visiting, staying in, residing in or using the Dwelling Unit subject to this Rental Agreement shall be grounds for immediate termination of this Rental Agreement.

17. OBSERVANCE OF LAWS

Tenant agrees to follow all federal, state, and local laws, statutes, rules, regulations, and ordinances during the occupancy of the Dwelling Unit, including but not limited to all laws related to the possession of anything that is dangerous or a hazard to the welfare and safety of clients, employees, and visitors to the institution and other tenants of the Landlord.

18. PRESENT AND CONTINUING HABITABILITY

Tenant has inspected the Dwelling Unit and acknowledges that it is in a reasonable and acceptable condition or habitability for its intended use, and agrees that the rent agreed upon is fair and reasonable for the Dwelling Unit in its condition and setting. In the event that the condition changes so that, in the Tenant's opinion, the habitability and rental value of the Dwelling Unit is affected, the Tenant agrees to promptly give reasonable notice to the Landlord.

19. ASSIGNMENT AND SUBLETTING

Any assignment of this Rental Agreement or subletting of the Dwelling Unit or any part of the Dwelling Unit is prohibited.

20. TERMINATION OF LEASE

This Agreement shall terminate upon any of the following:

- a. Upon termination of Tenant's employment with the Landlord or employment with the employer who is performing work on the property of or for the Landlord, Tenant and all persons listed in Paragraph 7 above shall vacate the Dwelling Unit within thirty (30) days after termination of employment but shall remain responsible for paying rent for any days that the Dwelling Unit is not vacated;
- b. After giving by Tenant or Landlord a minimum thirty (30) days written notice to the other, unless otherwise provided for in the terms of this Rental Agreement;
- c. Upon expiration of the term of this Rental Agreement;
- d. If Tenant violates any term or condition of this Rental Agreement, including causing damage to the Dwelling Unit in excess of normal wear.

21. INSURANCE

Tenant will keep Tenant's property interests in the Dwelling Unit and its liability in regards thereto and its personal property on the Dwelling Unit reasonably insured against hazards and casualties, including fire and those items usually covered by extended coverage. Landlord will not be liable for any damage to Tenant's or any occupant's personal property.

22. LIABILITY

Tenant agrees to indemnify, defend and hold harmless Landlord against any liability, damages, judgments, and settlements, and/or pay for any and all damages, losses, or expenses incurred by Landlord in connection with leasing this Dwelling Unit to Tenant and use of the common areas, beyond that covered by insurance, due to Tenant's negligence or intentional acts or failure to perform the terms of the Rental Agreement, including the expenses of enforcing the Rental Agreement, or the negligence or intentional actions of any guests, visitors invitees, or the persons residing at the Dwelling Unit listed in Section 7, above to the extent allowed by Iowa law.

23. SIGNS

Tenant shall not affix any signs or other objects to the exterior of the Dwelling Unit or premises subject to this Rental Agreement or to any other building under the operation, ownership or control of the Landlord without written approval of the Landlord.

24. RIGHTS CUMULATIVE

The various rights, powers, options, elections, and remedies of either party provided in this Rental Agreement shall be construed as cumulative, and shall not be construed as exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law and shall not be construed to affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

25. NOTICES

Any notice, for which provision is made in this Rental 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:

- a. By personal delivery,
- b. By service in the manner provided by law for the service of original notice, or
- c. By sending said Notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place designated in Paragraph 9 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the Dwelling Unit.

26. CHANGES TO BE IN WRITING

None of the covenants, provisions, terms or conditions of this Rental Agreement to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the authorized representatives of the parties and delivered to the Landlord and Tenant.

27. ENTIRE AGREEMENT

This document constitutes the entire agreement of the parties.

28. ADDITIONAL PROVISIONS

No pets and/or animals are allowed in the Dwelling Unit at any time.

Bi-Weekly Deduction \$_____

Per Month Rate \$_____

SIGNED IN DUPLICATE

LANDLORD

| Name | Title | Date |
|------|-------|------|
| | | |

TENANT

| Name | Title | Date |
|------|-------|------|
| | | |

ATTACHMENT A

I, _____, the Tenant named in the attached Rental Agreement, hereby authorize _____, the Landlord in the attached Rental Agreement, to withhold \$_____ from each of my bi-weekly paychecks to be applied to the rent owed pursuant to the attached Rental Agreement.

Tenant

Date

ATTACHMENT B
TENANT RULES
HOUSING/DUPLEXES

1. Tenants agree to abide by the prohibitions set out in the State of Iowa's Violence-Free Workplace Policy, which the Landlord has adopted for the Dwelling Units at this institution.
2. Unauthorized possession, use, trading, selling or manufacture of weapons, alcoholic beverages, controlled substances, narcotics, stimulants, contraband, or other restricted articles during work hours and/or while on state property or engaged in state business is prohibited.
3. Rental charges are payable to the Business Office at check out if the charges have not been deducted from wages or have not been paid prior to termination of the lease. There will be a \$5.00 charge for each lost key.
4. Removal of any state property, including furniture, televisions, and appliances from the Dwelling Unit is considered theft. Theft of state property is just cause for termination of employment with the institution and will be referred to appropriate law enforcement authorities for prosecution.
5. Possession of firearms of any type and ammunition or explosive materials in the Dwelling Unit by Tenant or any visitor is forbidden.
6. No pets and/or animals are allowed in the Dwelling Unit. Any Tenant allowing a pet into the Dwelling Unit will be charged with the costs of having any carpets in the Dwelling Unit cleaned and for the costs of any other cleaning or repairs undertaken because of the presence of a pet.
7. Only those persons authorized by the Rental Agreement may stay in or otherwise utilize the Dwelling Unit or facilities of the Institution.
8. Violation of any of the above rules may result in immediate termination of the Rental Agreement between Tenant and Landlord.