

**DWELLING UNIT RENTAL AGREEMENT
(Residential Lease)**

IT IS AGREED, by and between _____, Landlord, and

_____,
Tenant, that Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Polk County, Iowa, to-wit:

(address of rental property)

hereinafter referred to as the "Dwelling Unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. TERM. The duration of this Rental Agreement shall be from _____ **(start date)** to and including _____ **(end date)**. The term of the this agreement shall continue on a **month to month** basis past the expiration of the stated term herein.

2. RENT. Tenant agrees to pay to Landlord, as rental for said term, as follows: \$ _____ **per month**, in advance, the first rent payment becoming due upon the execution of this Rental Agreement, and the same amount per month, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement, with interest on all delinquent rental at 18% per annum.

All sums shall be paid to the Landlord at, or at such other place as Landlord may, from time to time, direct. Tenant shall pay a late fee of \$ 20.00 per day, not to exceed \$100.00 per month.

3. DEPOSIT SECURITY. At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in trust the sum of \$ _____, (not to exceed two months' rent) to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.

4. USE-ABSENCES. Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence of more than 14 days from the premises not later than the first day of the extended absence.

5. UTILITIES. Utilities shall be furnished and paid for by the party indicated on the following:

Electricity	Tenant
Gas	Tenant
Water	Tenant
Garbage	Tenant
Trash Removal	Tenant
Other	Tenant

6. UTILITY RATES. Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

Tenant initial _____

7. MANAGER. Realty Concepts, LLC, whose address is **4225 Fleur Drive #171 Des Moines IA 50321**, is the Company designated by Landlord to manage the premises (and to receive all notices and demands upon the owner of the premises).

8. 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 premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a tenant in the common areas of the premises used by Tenant.
- (d) 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 Tenant, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal.
- (f) Supply running water and reasonable amounts 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.

If the dwelling unit is a single family residence, it is understood and agreed that Tenant shall perform the Landlord's duties specified in Paragraphs (e) and (f) above, and shall also make whatever repairs, alterations and remodeling, and perform whatever maintenance tasks, as may be specified on an addendum, which shall be attached hereto, and signed by the parties.

9. MAINTENANCE BY TENANT. Tenant shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
- (c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (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 premises.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

In addition, if the dwelling unit is other than a single family residence, Tenant shall perform those repairs, maintenance tasks, alterations or remodeling as shall be specified in a separate writing signed by the parties and supported by adequate consideration; and Landlord shall not treat performance of such separate agreement as a condition to an obligation or a performance of this

Tenant initial _____

Rental Agreement.

10. RULES. All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

11. 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 premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Rental Agreement, sublet the dwelling unit, or any portion thereof, or allow persons other than the approved applicants executing this Rental Agreement and their minor children to reside in the Dwelling Unit without the written consent of Landlord.

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

14. FIRE OR CASUALTY DAMAGE. If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify 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 (ii) if continued occupancy is lawful, vacate only that part of the dwelling until rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

15. NONPAYMENT OF RENT. In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement.

16. PRESENT AND CONTINUING HABITABILITY. Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.

17. 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 pursuant to the Iowa Uniform Residential Landlord

and Tenant Act: Landlord shall serve notice on Tenant by one or more of the following methods, except as provided in Iowa Code Section 562A.29A:

1. Hand delivery to Tenant.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Mailing by both regular mail and certified mail to the address of the dwelling unit or to an address provided by Tenant for mailing.
5. Posting on the primary entrance door of the dwelling unit.
6. A method of providing notice that results in the notice actually being received by Tenant.

Tenant shall serve notice on Landlord by one or more of the following methods:

1. Hand delivery to Landlord or Landlord's agent.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's agent.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Delivery to an employee or agent of Landlord at Landlord's business office.
5. Mailing by both regular mail and certified mail to the address of Landlord's business office or to an address designated by Landlord for mailing.
6. A method providing notice that results in the notice actually being received by Landlord, including by e-mail sent to the following e-mail addresses:

- a. adam@realtyconcepts.org
- b. caroline@realtyconcepts.org

For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice delivered to Landlord by methods 1 through 5 above; and, unless otherwise provided herein, Landlord shall receive all notices and demands upon the owner of the premises. Notice served by mail is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice. (Note: a three day Notice to Quit is governed by 562A.27).

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

19. ENTIRE AGREEMENT. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

20. LEAD-BASED PAINT. If the dwelling unit was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home.

21. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or

regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

22. TERMINATION. In addition to the termination rights under this Rental Agreement, Landlord and Tenant may terminate this Rental Agreement as provided by the Iowa Uniform Residential Landlord and Tenant Act or as otherwise provided by law.

23. WAIVER. All waivers shall be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Rental Agreement or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Rental Agreement in the future. Tenant's failure to enforce any provision of this Rental Agreement against Landlord shall not be a waiver and shall not prevent Tenant from enforcing that provision or any other provision of this Rental Agreement in the future against Landlord. No statement on a payment check from tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by to the conditions of such statement.

24. COMPLIANCE WITH LAW; PARTIAL INVALIDITY. Nothing contained in this Rental Agreement shall be construed as waiving any of Landlord's or Tenant's rights under the law. In all respects, the terms and provisions of this Rental Agreement are to be construed to comply with all requirements of the Iowa Uniform Residential Landlord and Tenant Act (IURLTA) and all applicable laws. If any term or provision of this Rental Agreement is determined to be invalid pursuant to IURLTA or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Rental Agreement shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Rental Agreement or affect the validity or enforceability of any other provision of this Rental Agreement. Any term of this Rental Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

24. SUBORDINATION. This Rental Agreement is subject to all present or future mortgages or trust deeds affecting the Dwelling Unit and Tenant hereby appoints Landlord as attorney-in-fact to execute and deliver any and all necessary documents to subordinate this Rental Agreement to any present or future mortgage or trust deed affecting the Dwelling Unit.

25. FALSE OR MISLEADING RENTAL APPLICATION. This Rental Agreement is entered into by Landlord based upon oral and or written statements made by Tenant in his/her rental application or otherwise. In the event it is determined that Tenants statements or ay part of them are not true or complete in any material way, then this Rental Agreement shall be considered breached and Landlord shall have the right to terminate this Rental Agreement and evict Tenant.

26. TIME IS OF THE ESSENCE. Time is of the essence for each term and provision of this Rental Agreement.

27. APPLIANCES. Landlord shall provide a stove and a refrigerator in "as is" condition, but Landlord shall have the responsibility to repair the stove and refrigerator if needed during the Term of this Rental Agreement. Landlord shall not be required to provide any

additional appliances to Tenant for use in the Dwelling Unit. If Landlord does provide any additional appliances to Tenant for use in the Dwelling Unit, repairs to said additional appliances in the Dwelling Unit, if any, shall be the responsibility of the Tenant.

28. ADDITIONAL PROVISIONS.

Accounting - Move-in Money & Rent Schedule:

This is a legally binding document and you are encouraged to seek legal counsel if you do not understand part or any of the terms. By signing lease resident (s) jointly and severally indicate they understand and agree to the terms set in this agreement.

Dated: _____

Landlord

Tenant

Tenant initial _____

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to your children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known-lead based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessors Disclosure

a) Presence of lead-based paint and/or lead-based paint hazards (check (I) or (II) below):

- i. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- ii. _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the lessor (Check (I) or (II) below).

- i. _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing list documents below.
- ii. _____ Lessor has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the building.

Lessee's Acknowledgement

c) _____ Lessee has received copies of all information listed above. d) _____ Lessee has received the pamphlet "Protect Your Family from Lead In Your Home". e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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.

Tenant **Date**

Landlord **Date**

Tenant initial _____

SECURITY DEPOSIT AGREEMENT

"All persons will be treated fairly and equally without regard to race, color, religion, sex, Familial status, handicap, or national origin in compliance with the Fair Housing Act"

This agreement made and entered between Landlord and Tenant at the time of lease signing:

Address: _____

Security Deposit amount: \$ _____

Release of security deposit is subject to the following:

1. The full term of the lease has been exercised.
2. A written 30 day notice of intent to vacate has been given according to the terms of the lease.
3. There is no damage to the property beyond normal wear and tear as determined by the agent/landlord.
4. The entire property including but not limited walls, flooring, ceiling, light fixtures, locks, doors, windows are in a satisfactory clean condition similar to that at time of move in.
5. All debris, rubbish, and discards have been properly removed from the property and deposited in the proper trash receptacles. Items such as batteries, tires etc. which the city will not pick up have been taken to the dump.
6. The entire carpet (if present) must be professionally shampooed. A copy of the receipt shall be provided to the Owner
7. The entire house must be professionally cleaned.
8. The property is clean and free from bugs, rodents and pesticides.
9. There are no unpaid amounts due including but not limited to rent, late charges, maintenance charges, utilities and so on.
10. All keys are returned
11. A complete forwarding address and phone numbers have been left with the landlord.

Tenant initial _____

SECURITY DEPOSIT AGREEMENT-continued

"All persons will be treated fairly and equally without regard to race, color, religion, sex, Familial status, handicap, or national origin in compliance with the Fair Housing Act"

I/We understand that if the cost of cleaning and repairing damages exceeds the security deposit collected we will owe the balance of that cost.

Appropriate charges will be imposed on the security deposit if any of these conditions are not met. Within 30 days you will receive an itemized refund in the mail.

The security deposit will be mailed to the one forwarding address provided. Should lessees request that the security deposit be broken apart and mailed a \$10.00 fee for each mailing would be charged. Nonetheless in such case the lessees must submit a written request and authorize it with agent/landlord.

Any Concessions granted to the Lessee(s) by the Lessor are subject to the full execution of this lease agreement. Should Lessee(s) fail to abide by the full term of the lease or by any conditions thereof, Lessee shall have to repay any Concessions that were granted.

Tenant

Date

Landlord

Date

Tenant initial _____

Rules Governing Occupancy-Single Family Unit

1. Stereos, televisions, loud noise and music should be **TURNED DOWN** after 10:00 pm to avoid disturbing your neighbors.
2. All trash and garbage is to be regularly removed from the premises and disposed of in the receptacle provided.
3. Tenants are not allowed to let items accumulate outside the dwelling unit.
4. Balconies/porches are to be kept clean, free from snow accumulation and not to be used as a storage area.
5. If not provided by the Landlord, proper window coverings and draperies are to be installed by the Tenant within one week of occupancy. Blankets, sheets, etc., will not be allowed as window coverings beyond one week.
6. Most buildings have on-site laundry rooms provided as a convenience to our Tenants. It is expected that you clean up after using the facilities by throwing all trash, empty soap boxes, etc., in the trash can and wipe up any soap or fabric softener you have spilled. **For safety and efficiency, clean the lint trap on the dryer after each use.**
7. Do not flush any objects, feminine products, or paper products down the toilet other than bathroom tissue. **Any clogged drains or toilets due to the carelessness of the resident will be unclogged at the expense of the tenant.**
8. In cold weather, if your dwelling unit has baseboard heat, make sure covers on heaters are completely open and that furniture is not put directly next to heaters. If you are going to be gone **DO NOT TURN THERMOSTAT DOWN BELOW 60° F**, as this may result in frozen heat pipes.
9. Speed limit is 10 mph in all parking lots and please watch for pedestrians.
10. Report any repairs in writing promptly to the management
11. Landlord is not responsible to replace light bulbs as they burn out, nor smoke detector batteries.
12. Satellite dishes must be pre-approved by Landlord in writing. In any case they are not allowed to be installed on roofs!
13. Charcoal grills are prohibited.
14. Snow removal & Lawn Care is the responsibility of the tenants. tenant will be charged reasonable rates if management has to contract someone to do it.
15. Tenant acknowledges and agrees that Tenant is not insured under any fire, property, or general liability policy maintained by the Landlord. If tenant desires any such insurance coverage, Tenant must obtain such coverage on its own and Tenant's expense.
16. Tenant, or member of household or guests shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms.
18. Drug use, drug distribution or any other illegal activity on the premises or in the Dwelling Unit is prohibited.

Tenant

Date

Landlord

Date

Tenant initial _____

Move in & Move Out Checklist and Walk-Through

Date Moved _____

Resident(s)
Name _____

Date Moved Out _____

Address: _____

Item	Move-In			Move-Out		
	S	U	Remarks	S	U	Remarks
KITCHEN						
Floors/Register						
Walls						
Ceiling						
Cabinets/Cupboards						
Range Top/Oven						
Hood/Filter Fan						
Refrigerator						
DishWasher						
Blinds						
Lights						
Sink/Counters/Disposal						
Windows/Tracks/Screens						
LIVING ROOM/DINING/HALLS						
Floors/Carpet/Register						
Walls						
Ceiling						
Lights						
Drapes						
Windows/Tracks/Screens						
Air Conditioner						
BATHROOMS						
Walls						
Ceiling						
Sink/Vanity						
Tub/Shower/ Curtain Rod						
Vent Fan/Mirror/Lights						
Toilet						
Towel Bar/Accessories						
Cabinets/Cupboards						
Windows/Tracks/Screens						
BEDROOMS	#1/#2	#1/#2		#1/#2	#1/#2	
Floor/Carpet/Register/Room						
Walls						

Tenant initial _____

Ceiling						
Lights						
Blinds						
Windows/Tracks/Screens						
Closets						

ITEM	Move-In			Move-Out		
	S	U	Remarks	S	U	Remarks
OTHER						
Patio/Balcony						
Garage \$						
Keys: Mail Box						

Move In

 Tenant Signature & Date

 Landlord Agent's Signature & Date

I have inspected the above apartment and accept it with the conditions noted. I further understand that any cleaning and damages above and beyond normal wear and tear will be charged to the tenant. Also, all carpets are to be professionally shampooed upon vacating and receipt should be retained as proof.

Move Out

 Tenant Signature & Date

 Landlord Agent's Signature & Date

1. Has returned keys? YES _____ NO _____
2. 30 Day Written Notice Given? YES _____ NO _____
3. Full term of lease expired? YES _____ NO _____
4. Garage Door Opener? YES _____ NO _____
5. Smoke Detector? YES _____ NO _____

Comments:

Tenant initial _____

PET AGREEMENT

Landlord: _____

Tenant: _____

Premises: Apt. # _____ Address _____

Pet(s) Kind: _____

Breed: _____

Name: _____

Pet fee: \$ _____

Tenant, in consideration of this agreement which is incorporated into the rental agreement, shall abide by the following terms, each of which is material:

1. **Pet(s) allowed:** The only pet(s) which the tenant shall keep on the premises are described above.
2. **Repair and/or Replacement:** Tenant shall either, at the sole election of the landlord, repair in a workmanlike manner or reimburse the landlord for the costs of said repair, upon a demand contained in a three day notice to perform or quit, any damages to the premises or its furnishings and improvements, caused by the pet(s).
3. **Dogs:** Dogs must be neutered. Dogs must be leashed, at all time, outside the premises. Dogs shall not be allowed to defecate on or about the premises. Any such defecation must be immediately removed and either wrapped or bagged. Unwrapped defecation shall not be placed in any trash container. Dogs must not bark or howl or in any way become a nuisance or threat to the other tenants of the premises. Dogs shall be kept free of fleas and tenant is responsible for the costs of any and all flea infestation treatment which may be required, at the sole discretion of the landlord. Tenant represents that their dog(s) is/are housebroken.
4. **Breed Restrictions:** Akitas, Canary Dogs, Chowchows, Dobermans, German Shepherds, Great Danes, Huskies, Karelian Bear Dog, Malamutes, Pit Bulls, Rhodesian Ridgeback, Rottweilers, Staffordshire Terriers, St. Bernards, and Wolf Hybrids. *The foregoing applied to both purebred and mixed breed dogs.*
5. **Cats:** Cats must be neutered. Cats must be kept inside the premises at all times unless the premises is a single family dwelling. A litter box must be maintained inside the premises and it must be kept clean. Litter must be bagged before being placed into trash.
6. **Feeding:** No pet may be fed outside the dwelling unit except if the unit is a single family dwelling, or fed over any uncovered carpeting.
7. **Laws and Ordinances:** Tenant shall obey all pertinent laws and ordinance.
8. **Fish:** Aquariums shall not exceed 10 gallons capacity.
9. **Birds / Hamsters / Cavies / Mice / Snakes / Lizards:** Shall be kept caged at all times.
10. **Breach of Covenant:** The breach of any covenant of this agreement, following the service of the three day notice to perform or quit on the tenant, shall be deemed a material breach of the rental agreement and will entitle the landlord to restitution of the premises, and such other damages as may be recoverable pursuant to the terms of the rental agreement.
11. **Unattended Pet:** No pet shall be left unattended for more than twenty-four hours. When tenant is on vacation or away from the premises for more than twenty-four hours, the pet must be taken to a pet care facility. Strangers to the tenancy shall no be allowed to enter the premises to care for the pet.
12. **Abandonment of Pet:** Any pet left at the premises following either voluntary vacation by the tenant or lockout pursuant to court order shall be deemed abandoned. The landlord has no responsibility for the care, feeding, and maintenance of the pet, and may immediately turn the pet over to any local animal control authority.
13. **Complete Agreement:** This is the complete agreement between the parties concerning pet(s).
14. **Modification of Agreement:** This agreement may only be modified by an agreement in writing signed by both parties.

Tenant initial _____

- 15. **Waiver:** The acceptance of rent by the landlord from the tenant after a breach or purported breach of this agreement, shall not be considered a waiver of any covenant herein.
- 16. **Indemnify and Hold Harmless:** The tenant shall indemnify the landlord and hold the landlord harmless from any and all damages, inconveniences, and nuisance which may be caused by the pet, and will reimburse landlord for all occasioned thereby.
- 17. **Other: Pet must be leashed and walked with care in the property**

DATED:

Tenant

DATED:

Tenant

DATED:

Landlord and/or Agent

Tenant initial _____