

SHELDON COOPERATIVE DWELLING UNIT AGREEMENT

It is Agreed this date, _____ between Sheldon Cooperative, L.L.C, referred to as Landlord or owner, and Tenant: _____, that the Landlord lets to Tenant and Tenant leases from Landlord the following premises in Story County, Iowa: room # _____ at 233 Sheldon Ave., Ames, IA 50014 and, if available and elected, an assigned parking space. 1) This is a legally binding agreement: **Terms of Rental Agreement shall begin _____ of the year _____ and end at 12:00 p.m. (Noon) August 14th of the year _____.** Tenant agrees to pay Landlord per month \$ _____ plus \$ _____ for parking Total with parking \$ _____ rent with an air conditioner May 15 until September 15 \$ _____ totaling \$ _____, **on the 15th day of August and the 15th day of each month thereafter.** Rent NOT prorated if Tenant chooses to move in late or out earlier than the lease date.

2) LATE FEES \$20.00 will be charged if rent is not paid by the 16th of the month and will increase to \$40.00 on the 22nd of the month. A RETURNED CHECK FEE will be charged and only money orders will be accepted after the second returned check. Tenants shall pay Landlord at 233 Sheldon Ave., Ames, IA 50014 placing a check or money order (no cash) in the rent drop inside the main entrance, at the office or as otherwise instructed, all rent plus late fines. Landlord may charge a late payment fee after the fifteenth day of the month, as follows: \$10. per day for the first five days late, and \$5 per day thereafter. Rent is payable immediately by Tenant; or, Landlord may proceed under paragraph 3 below. Even if Landlord elects to charge a late payment fee, Tenant must still pay rent on the first day of each month thereafter. Tenant must pay rent by personal check, cashier's check, or money order, not cash. If any Tenant's personal check is dishonored more than ONCE in a lease period, Landlord may require Tenant to pay by cashier's check or money order only. In addition, under Code 554.3507(5), Landlord may charge Tenant a dishonored check fee of \$40.00 per check.

3) Security Deposit. A Security Deposit of \$ _____ is required to insure that all terms of this contract are met and that the room is left clean and in good repair. An additional bike deposit of \$ _____ is required to keep a bicycle in the room. Total Deposit Paid \$ _____. **This Deposit may not be used for the last month's rent and shall be forfeited if the lease is broken.** A \$50 additional charge for Manager's time hiring and supervising cleaning and repair crews, plus all costs incurred by new tenants including a motel if they can't move in on time, will be deducted from deposit and/or billed to out going tenant(s). Within 30 days after the lease expires, this deposit will be returned to the original tenant, or a statement will be furnished to that tenant explaining why this deposit, or portion thereof, is being withheld. **THE DEPOSIT IS NOT THE LAST MONTH'S RENT PAYMENT!**

4) PARKING FEE PARKING is available, on a limited basis, by assigned space. If a tenant elects this option, he or she is responsible for the parking fee for the duration of the lease or until a suitable lessee is obtained to assume the parking space. **No full size vans or trucks allowed** only vehicles that will fit in lot. Unauthorized vehicles will be towed at owner's expense. The parking lot is too small to plow, so each driver is responsible for removing the snow from his/her vehicle. Vehicles blocking the dumpster, preventing garbage service from picking up the garbage, will be towed.

5) AIR CONDITIONERS NO Air Conditioning Units are allowed unless approved by management before installation. **Tenants who install air conditioners without approval will be assessed a fine of \$50.00** _____. The extra cost of \$30.00 per month will be charged for use of an air conditioner. The air conditioner utility use charge will be from May 15 until September 15 \$ _____. Rooms are furnished with a ceiling fan and a refrigerator. If I decide on an air conditioner at a later date I will notify management and update my lease _____. If Tenant adds an air conditioning unit monthly rent will be \$ _____.

6) ALL UTILITIES ARE INCLUDED EXCEPT PHONE AND CABLE SERVICE. The tenant is advised to sign up for a maintenance contract with the telephone company (Linebacker Service). Any fees incurred for telephone or cable hook-up, maintenance or repair are the responsibility of the tenant. Tenant must pay charges from the phone company. Landlord is responsible for having one working jack in the room at the lease term's commencement.

7) OCCUPANCY LIMITS to only those who sign this agreement may occupy this unit. Occupancy on an extended over night basis by any other person is prohibited, except upon Landlord's written consent. Landlord reserves rights to limit number of persons occupying a unit. Limit applies whether tenants are children or adult. Tenant shall not permit more persons to occupy unit than permitted by law. Tenant agrees to pay \$75.00 fee for each unauthorized occupant, discovered not to have been added to lease. Occupancy is one adult and no children per room. Guests may not shower at Sheldon on a regular basis.

8) ACCESS Landlord shall have right, subject to Tenant's consent which shall not be unreasonably withheld to enter the unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the unit to prospective or actual purchasers, mortgages, Tenants, workmen or contractors; provided that Landlord may enter the unit without Tenant's consent in case of an emergency and as otherwise provided in the IURLTA as in the case of a concealed pet, extra tenant, illegal drug use, unauthorized party, keg or noise.

9) GARBAGE TENANTS are responsible for putting their own TRASH into the DUMPSTER PROVIDED. DO NOT PUT IT IN BATH OR KITCHEN GARBAGE CANS FINE \$25.00 PER TIME. Place trash in bags before putting in dumpsters. DO NOT LEAVE GARBAGE IN HALLS! Garbage service provided by: Landlord _____

10) KITCHEN USE Tenants are issued a lockable cabinet for KITCHEN supplies. This cabinet should be kept clean to discourage bugs. All personal items should be removed after using a shared kitchen or bath. **Kitchen counters and stove should be wiped clean after each use! Kitchen privileges will be forfeited and fined \$50.00 per time if personal items are not put away or if a kitchen is left unclean after use. Non-residents may not use kitchens on a regular basis.** Personal items left in common areas will be disposed of immediately. _____

11) PESTS A PEST CONTROL FIRM treats all common areas on a monthly basis. A tenant need not be present when this is done. **Tenant must tell Landlord if they have bedbugs.** Tenants are responsible for Pest Control in their rooms, e.g., bedbugs, ants - Tenants should use a product such as Terro for ant control, spiders, etc. At the end of their lease Tenants will be charged to have their rooms treated. The charge will be current pricing. _____

12) GENERAL TENANT MAINTENANCE

- a) Tenant must comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- b) Keep premises that tenant occupies and uses clean and safe as the premise's condition permits.
- c) Keep all plumbing fixtures in common bathrooms and kitchens as clean as condition permits (clean up after yourself).
- d) Light bulbs are furnished at move-in. Thereafter, tenants replace all bulbs with same wattage and at their expense leaving working bulbs in all fixtures at move out or pay a \$25.00 charge plus cost of bulbs.
- e) Don't install cable without Landlord's written consent.
- f) NO dishes may be installed on deck, patio, garage, or any part of grounds or building.
- g) Phone jacks must all be left functioning on one unit number at move out. Dedicated modem lines must be returned to original unit service.
- h) Tenant agrees to have the unit acceptable to Landlords standards when lease expires or when vacating the unit.

13) TENANT MAINTENANCE

a) Plunge toilets, run exhaust fans when necessary, defrost refrigerator freezer, use proper cleaning supplies and change smoke detector battery. Upon vacating carpets (including area rugs provided by Sheldon Cooperative) will be professionally cleaned by a carpet cleaning company after the move out inspection by the company Sheldon Cooperative contracts with. I understand the cost of carpet cleaning will be withheld from my security deposit _____. If Tenant does not report damages to Landlord, Tenant may be liable for damages.

b) Reasonable use electrical, plumbing, heating, ventilation, sanitary and other facilities appliances. No extension cords except strip bars with surge/short protection may be used.

14) LIGHT BULBS are the responsibility of each tenant in their room and a working battery must be kept in their SMOKE ALARM.

15) INSURANCE AND RELEASING Landlord strongly encourages tenant to obtain renter's insurance and is not responsible for damage or loss to tenant's property. Tenants must secure line insurance through their phone company or pay all charges for line repair _____. The tenant shall be asked to advise management of their intention to renew their lease by March 15th of the original lease period. Such time limits allow Landlord and Tenant to plan for the next term. Landlord has a right to show unit to prospective tenant according to Iowa law.

16) FIRE AND CASUALTY DAMAGE If the unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the unit is substantially impaired, tenant may (a) immediately vacate the premises and notify the Landlord within 14 days of tenant's intent to terminate the lease, in which case this lease shall terminate as the date of the vacating, or (b) if continued occupancy is lawful, vacate only that part of the unit rendered unusable by fire or casualty, in which case, tenant's liability for rent shall be reduced in proportion to the diminution in the unit's fair rental value.

17) USE-ABSENCE-ABANDONMENT Unless otherwise agreed in writing, tenant shall occupy the premises as a unit. Tenant shall notify Landlord of any anticipated extended absences (14 days) from the premises not later than the first day of the extended absence. Failure to do so may result in the Landlord seeking damages or treating the absence as abandonment. It shall be presumed tenant has abandoned the premises if an absence lasts longer than 14 days without notice to the Landlord. If tenant abandons the unit, Landlord will make reasonable efforts to rent it at a fair rental. However, Landlord will not be deemed to have accepted abandonment as surrender unless written notice of an election to do so is given to tenant. Acceptance of keys to the unit does not constitute acceptance of any abandonment. If tenant abandons personal property in or about the unit, Landlord's obligation shall be limited to (1) to protect it from injury if removed by landlord and (2) if possible, to give tenant notice that such property will be disposed of by sale or otherwise if tenant fails to claim it within 30 days of giving notice, or within 30 days of abandonment. Proceeds from the sale are treated as a security deposit and are subject to paragraph regarding deposits above, provided the 30 day period allowed by statute shall run from the date of sale. Landlord may make a determination that the value of the personal property is of no or nominal value and levy charges for disposal. Tenant must pay for utilities until lease is ended.

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

19) NOTICES Any notice, by which revision is made to this agreement, shall be in writing, and may be given by owner or management in addition to any other manner provided by law, in any of the following ways: (a) personal delivery (b) service in the manner provided by law for the service or original notice or (c) sending the said Notice by certified or registered mail to the last know address. The place for the payment of rental, as provided in par. 1 shall be the place designated by Landlord for the receipt of any such notice; and, unless provided herein, Landlord shall receive a receipt for notices and demands upon the agent. Landlord may in the manner provided by law, adopt further or amend written rules.

20) ASSIGNMENT AND SUBLETTING

Tenant shall not assign this lease, nor sublet the unit or any part of their interest, without prior written approval of the management. If Tenant wants to assign or sublet, the proposed assignee or sublessee shall submit a rental application to Landlord and Tenant shall submit a rental application to Landlord and Tenant shall pay Landlord's non-refundable \$25.00 sublet fee. The assignee shall pay a deposit equal to one month's current rent AND Tenant shall remain liable for rent and cleaning subject to the other terms of this Rental Agreement. Landlord has the right to reject any prospective assignee(s). All assignees are responsible for returning unit to Landlord in the condition leased to the original tenant. Failure to locate a suitable sublet shall result in tenant being charged a \$100.00 fee in addition to all rent due for remaining months of lease. If Tenant decides to sublet Landlord is not responsible to show Tenants unit.

21) CHECK OUT APPOINTMENT AND REQUIREMENTS Tenant agrees to schedule a checkout appointment at least one month before the termination time of the lease. Tenant will receive guidelines from Landlord concerning checkout.

22) ASSIGNMENT BY LANDLORD Landlord reserves the right to assign its interest in this lease and any sums received or to be received. This lease may be terminated by Landlord in the event of the sale of premises or if premises must be altered or razed, by giving Tenants 30 days written notice. The termination time and yielding of possession shall be specified in the notice.

23) HOLDOVER If Tenant remains in possession without Landlord's written consent after expiration of the term of this Agreement or its termination Landlord may bring an action for possession. If Tenant's holdover is willful and not in good faith, Landlord may also recover the actual damages sustained by Landlord and reasonable attorney's fees allowed by court. Consent under this paragraph must have Landlord's written consent.

24) LOCAL ORDINANCES If local ordinances require display of any local letters of compliance or certificates issued by the local governing bodies to the Tenant, Tenant acknowledges that Landlord has displayed such to Tenant.

25) FAILURE OF TENANT TO OCCUPY If Tenant fails to pay first month's rent or occupy the unit within 3 days of the first day of the term of this Lease, without written consent of Landlord.

RULES

1) KEGS NO KEGS (alcoholic beverages) on the premises. Violating this rule constitutes material noncompliance with the lease, and Tenant shall pay a **\$75.00** fine per keg within ten days of Landlord's assessment, along with any damages caused to the building or grounds by Tenant or Tenant's guests. Tenant shall not permit alcoholic beverages to be available to minors or persons appearing to be intoxicated. Any violation of this Rule shall constitute a material noncompliance with the rental agreement. _____ Ames police will be called!

2) GENERAL CONDUCT Tenant (and guests) shall not: A) permit or do anything to harass or inconvenience another Tenant. B) Provide false or misleading information on the rental information on the rental application. If information is relevant to the Landlord's decision to rent unit, Tenant will have breached these rules. C) Negligently destroy, deface, damage, impair, or remove a part of the premises, or knowingly permit a person to do so. A \$50.00 fine for first and second violation may be charged with payment to be made within 3 days of receiving notice of violation. More than two complaints within the lease period may result in eviction. **ALL GUESTS IN YOUR UNIT ARE YOUR RESPONSIBILITY AND THEIR DAMAGE WILL BE BILLED TO YOU!!** Owner incurred city fines due to Tenant/Guest behavior will be paid by Tenant(s). _____.

