

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into on this 3 day of JUNE, 2008, by and between **High Land Co. L.C.**, an Iowa limited liability company (hereinafter referred to as "Lessor") and **Mike McCullough**, (hereinafter referred to individually and collectively as "Resident").

**ARTICLE I
BASIC TERMS****Resident(s):**Resident's Name: **Mike McCullough**Phone: **515-554-9440** Email: **xmichael45@aol.com**Resident's Name: **None**Phone: **N/A** Email: **N/A****Additional Occupants:**Name & Age: **None**Name & Age: **None****Premises:**Address: **1900 High Street #103, Des Moines, IA 50309**Unit Number: **#E103**Unit Description: **A2 796 sq ft West View**Parking Stall: **None** Added 12/27/12 #21 LACStorage Unit: **None** #21

Lease Term: 13 # of months: From (initial date): **June 1st, 2008** to (end date): **June 30th, 2009**

Early Move in / Pro-rate: Pro- rated rent for resident's possession, from (first date of occupancy) **None** to the commencement (beginning) date of this Lease, shall be figured as follows: a total of **N/A** days pro-rated at **N/A** per day equals **N/A** total, payable prior to possession.

Rent: Monthly Rent: **\$1035.00** Additional Parking/ Storage Rent: **None** Pets: **None**

Other: **Choose No Parking option: -\$100.00** Other: **None**

Total monthly Payment: \$935.00

Rent Specials/Concessions/Gifts: 13 month lease special: Last month rent free (June '09)

Special Terms: To qualify: Resident must satisfy his prior lease agreement thru the end of it's term (June 30th, 2008). Resident did not meet employment criteria, due to just graduating and currently is seeking a career position; Therefore, resident agreed to pay 6 month (June 08 – November 08) up front (\$ 5610.00). In November, his employment situation will be re-evaluated, if satisfactory, he shall pay monthly from this point on, if not, he shall pay for the next 6 month as before.

Security Deposit: \$500.00 **Pet Deposit: None**

Attached Addenda:

☐ Pet

☐ co-signer / Guarantor

☐ Other **None**

ARTICLE II
PREMISES

That Lessor, for and in consideration of the rents, terms, conditions, provisions, covenants and agreements hereinafter contained and hereby agreed to be paid, kept and performed, jointly and severally by Resident, and in reliance upon the statements and representations, all of which are agreed to be material, made by Resident in the Application For Residency, attached hereto and incorporated herein by reference, does hereby lease to Resident, and Resident does hereby lease from Lessor, that property located at **1900 High Street #E103, Des Moines, IA 50309** including Parking Stall: **None** and Storage Unit: **None** (hereinafter individually and collectively referred to as "Premises").

ARTICLE III
TERM

- A. **TERM**: Resident shall lease from Lessor for a term of **13** months, commencing on the **First day of June, 2008** (hereinafter referred to as "Commencement Date"), and ending on the **30th day of June, 2009**, both dates inclusive, unless sooner terminated as herein provided (hereinafter referred to as "Termination Date")(hereinafter collectively referred to as "Term"), to be used by Resident as a private, residential dwelling unit.
- B. **POSSESSION**: Unless otherwise set forth in Article IV(B) herein, possession shall be given simultaneous with Commencement Date.
- C. **FAILURE TO DELIVER POSSESSION**: Resident agrees that Lessor shall not be liable for failure to deliver possession of the Premises at the specified time herein; provided, however, rent shall abate from the Commencement Date of this Lease to the day possession is delivered to Resident.
- D. **HOLDOVER**: Resident Agrees that after the Term set forth herein has expired, or otherwise terminated pursuant to Article XIII, and provided that new lease terms have not been negotiated and evidenced in writing, Resident shall be deemed to be occupying the Premises from month-to-month, subject to all the provisions, conditions and obligations of this Lease. Resident hereby agrees that in the event Resident shall not completely vacate the Premises and return to Lessor all keys thereto on or before the Termination Date as specifically provided for herein, Resident shall become liable thereafter for Rent each month, or any fraction thereof, at the monthly rental rate reserved under this Lease, or upon thirty (30) days notice by Landlord to Resident, a monthly rental rate not to exceed market rate, until completely vacating the Premises and returning all keys to Lessor.

ARTICLE IV
RENT

- A. **RENT**: In consideration of the above leasing, Resident agrees to pay to Lessor, at 1900 High Street, Suite 112, Des Moines, Iowa, 50309, or at such other place as Lessor from time to time may designate in writing, a rent installment in the amount of **\$935.00** payable monthly, in advance, commencing **June 1st, 2008**, and continuing on the first day of each and every calendar month thereafter for the balance of the Term, with the first monthly installment due and payable upon execution of this Lease. * See Special Terms.
- B. **EARLY MOVE-IN/ PRO-RATED RENT**: Resident agrees that if possession of the Premises is delivered to Resident prior to the Commencement Date of this Lease, all terms, conditions, provisions, covenants

and agreements contained herein shall apply from the date possession is delivered to Resident. Rent for such period shall be paid in advance, pro rata to the Commencement Date hereof, as calculated and more particularly described Article I of this Lease.

C. **RENT SPECIALS AND CONCESSIONS:** Resident acknowledges receipt of the rent specials, concessions, and/or gifts, if any, set forth herein in Article I and understands that any and all rent specials, concessions, and gifts are given based on the Resident's complete fulfillment of this Lease. In the event Resident does not fulfill his/her/their obligations due hereunder, Lessor has the right to hold Resident responsible for the full value of any rent specials, concessions and/or gifts upon the termination of this Lease.

D. **LATE RENT FEES:** Resident further agrees that delinquency in payment of Rent when due causes Lessor damages in the form of additional administrative and legal expenses. In the event Resident fails to pay Lessor any rent installment or other amount later than the **FIRST** of each month, without additional demand from Lessor, each such delinquent rent installment or other amount due shall be increased by the sum of Ten Dollars (\$10.00) each day rent is late; provided, however, said fees shall not exceed Forty Dollars (\$40.00) in any given month, secured hereunder as Rent.

E. **DISHONORED CHECK:** In the event any single check delivered to Lessor hereunder by or on behalf of Resident shall be dishonored upon presentation to the designated depository thereon, there shall immediately accrue a charge of Fifty Dollars (\$50.00) for each such dishonored check, secured hereunder as Rent. In the event any single check is dishonored, Lessor shall have the right, at its sole discretion, to require all subsequent amounts due under this Lease to be paid by Resident in the form of a cashier's check or money order, drawn on a local bank and payable to Lessor without intervening endorsement, or by such other medium and at such place as Lessor may by notice to Resident direct. Any proceeding brought to enforce any of the provisions of this Article shall not constitute a forfeiture of this Lease, nor shall the provisions of this Article affect the right of Lessor to declare such a forfeiture of this Lease for failure to pay rent when due or for any other cause as set forth herein.

ARTICLE V UTILITIES

The following utility services shall be the responsibility of the parties in the following manner:

	Electricity	Gas	Water	Sewer	Trash	Cable	Phone	Internet	Other: <u>None</u>
Lessor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resident	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Unless otherwise set forth in the Utilities Addendum, if any, attached hereto and made a part hereof, Resident hereby agrees that Resident shall pay all utility charges for services used, rendered or supplied upon or in connection with the Premises as specified above during the entire Term. Resident shall be liable to Lessor for any damages resulting from the termination of any such service, regardless of the person whom caused such termination. Lessor shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of any utility service, including those furnished by Lessor, due to any cause whatsoever. Further, no temporary interruption or failure of such utility service due to accident, strike, repair, alterations or improvements shall be deemed as an eviction of Resident or relieve Resident from any of Resident's obligations hereunder. Resident shall indemnify and hold Lessor harmless against any liability or damage to Resident and Resident's property on such account.

ARTICLE VI SECURITY DEPOSIT

Lessor hereby acknowledges that Resident has deposited with Lessor the sum of **\$500.00** as security for damage to the Premises and for the full and faithful performance by Resident of each and every rent, term, condition, provision, covenant, agreement, undertaking and obligation of Resident under this Lease. Lessor may apply all or any part of such security deposit to cure such default or to reimburse Lessor for any and all costs and actual damages which it may incur by reason of any default. In such event, Resident shall, upon demand by Lessor, promptly replace the amount of the security deposit so used by Lessor so that the security deposit throughout the term of this Lease shall at all times remain at the amount herein above set forth. Upon expiration of the Term of this Lease, provided Resident has returned the Premises to Lessor in good order and repair, clean, and in as good condition as when received, and provided Resident has surrendered possession of and has returned all keys for the Premises to Lessor, and further provided Resident is not then in default under the terms of this Lease, Lessor shall return such security deposit then being held by it to Resident in accordance with state statutes governing such matters. Resident and Lessor acknowledge and agree that should Lessor sell or transfer the Premises, it may transfer the security deposit being held hereunder to its grantee or transferee, and such grantee or transferee shall be deemed substituted, by notation, for Lessor under this Lease. Thereafter, Lessor's liability to Resident for the return of such deposit shall cease. Under no circumstance shall the amount of deposit be a limitation of Landlord's ability to recover damages above and beyond the amount of said deposit.

RESIDENT FURTHER ACKNOWLEDGES AND AGREES IN NO EVENT SHALL SAID SECURITY DEPOSIT BE APPLIED BY RESIDENT FOR ANY RENT DUE UNDER THE TERMS OF THIS LEASE.

ARTICLE VII **OCCUPANCY**

Resident hereby agrees that no person other than the authorized occupants and/or lease holders that Resident has identified on this Lease may occupy or live in/on the Premises without the prior written consent of Lessor. Resident hereby agrees to abide by the local laws regarding occupancy of the Premises.

ARTICLE VIII **LESSOR RESPONSIBILITIES**

Lessor shall hereby comply with the requirement of applicable building and housing codes materially affecting health and safety. Lessor shall make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition. Lessor shall keep all common areas of the premises in a clean and safe condition. Lessor shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, supplied or required to be supplied by Landlord. Lessor shall provide and maintain appropriate receptacles and conveniences accessible to Resident for the central collection and removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the Premises. Lessor shall supply running water and reasonable amounts of hot water at all times and reasonable heat; provided, however, Lessor shall not be responsible for the supply of water and heat if the Premises is so constructed that heat or hot water is within the exclusive control of Resident and supplied by direct utility connection or the Lessor is not so required by law.

ARTICLE IX **RESIDENT RESPONSIBILITIES**

Resident shall comply with all obligations primarily imposed upon all Residents by applicable provisions of building and housing codes materially affecting health and safety. Resident shall keep that part of the Premises that Resident occupies and uses reasonably clean and safe. Resident shall dispose from the Premises all ashes, rubbish, garbage and other waste in a clean, timely and safe manner. Resident shall keep all plumbing fixtures in or serving the Premises reasonably clean. Resident shall use in a reasonable manner all electrical, plumbing, sanitary, heating,

ventilating, air conditioning and other facilities and appliances, including elevators serving the Premises. Resident shall not deliberately or negligently destroy, damage, impair or remove any part of the Premises, or knowingly permit any person to do so. Resident shall conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment and use of the Premises. Resident shall be responsible for their guests at all times.

ARTICLE X CONDITION OF PREMISES

Resident hereby acknowledges that Resident has examined the Premises and said Premises are in good, clean and acceptable condition, that all furnished items and appliances are in good, clean working order and repair, except for those items, if any, expressly set forth in any written addendum to this Lease, signed by both Resident and Lessor, and that the Premises and all such items will be maintained by Resident and returned to Lessor upon expiration or termination of this Lease in as good condition as when received, ordinary wear and tear excepted. Resident further acknowledges and agrees that no representations have been made by Lessor, or by any of its agents or representatives, as to the condition of the Premises or any furnished items therein or thereabout, and that no promise has been made to decorate, alter or improve the Premises. Resident shall not alter, improve or affect neither the Premises, nor anything therein, thereon or thereabout, without the prior written consent of Lessor. Any such alterations, improvements or additions made by Resident, with or without the consent of Lessor, except those which do not become attached to the Premises, shall become the property of Lessor upon expiration or termination of this Lease without obligation of Lessor to pay Resident therefore. Anything done contrary hereto and any alterations or changes made with or without the consent of Lessor, shall, at the option of Lessor, be restored by Resident, at the sole expense of Resident, to the original condition prior to vacating the Premises.

ARTICLE XI EQUIPMENT SERVING THE PREMISES

Resident acknowledges receipt of keys, access cards and/or garage door openers to the Premises. All keys and such other equipment received by Resident from Lessor, or reproduced by or for Resident during the term of this Lease, shall be returned by Resident to Lessor when Resident's right of occupancy hereunder terminates. In the event such items are not returned to Lessor, Resident understands that Lessor has the right to charge Resident for any expense incurred by Lessor to re-secure the Premises and/or replace such equipment or keys.

ARTICLE XII RULES AND REGULATIONS

A. **GENERAL:** Resident, and anyone under or through him/her, hereby agrees to abide by and conform to the current rules and regulations of Lessor, the provisions of which are set forth herein, and such other rules and regulations as Lessor may from time to time promulgate with regard to the Premises and property (hereinafter referred to as "Rules and Regulations").

B. **PETS:** Resident hereby agrees that **NO ANIMALS OR PETS SHALL BE TAKEN INTO OR KEPT IN OR ABOUT THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR FOR EACH SUCH ANIMAL OR PET.** Resident understands that it is the Resident's sole and absolute responsibility to notify Lessor prior to bringing a pet or animal onto, in or about the Premises, obtain written permission prior to doing so and fulfill all obligations listed in the Rules and/ or Pet Addendum, if any, attached hereto and made a part hereof.

C. **PEACEABLE POSSESSION:** Resident shall not annoy, obstruct or interfere with the peaceful occupancy of other residents of the property or of inhabitants of the neighborhood, nor shall Resident disturb or affect anyone's property or effects thereabout. Resident shall not commit or permit others to commit any unlawful act in or about the Premises. The use of abusive, obscene, threatening or profane language by Residents or their guests against any person shall be

grounds for termination of this Lease. No harassing or discriminating actions or statements shall be tolerated by any Resident or his/her guests. Resident shall not permit the Premises to be used as a boarding or rooming house, commercial enterprise or business, or doing anything that will lead to or facilitate criminal activity. Resident shall not create loud sounds with any item or instrument, musical or otherwise, nor permit loud or unusual noises which carry outside of the Premises. Resident shall not create or cause any odor to emanate from the Premises that, in Lessor's sole discretion, is offensive and/or disturbs or prevents other residents' peaceful enjoyment of the property, including but not limited to, cooking, unsanitary housekeeping, hair treatments, etc. Resident shall not use the Premises for any purpose or in any manner which may increase Lessor's property insurance rates. Resident shall not keep, nor permit to be kept, any flammable fluids or explosives in or about the Premises. Resident shall not use, nor permit others to use, the Premises for any purpose or in any manner which will tend to damage the Premises or degrade Lessor's reputation or property. Resident shall not use, nor permit others to use, the common hallways, stairways, landings, parking areas, lawns or other common areas of the property in which the Premises are located as playing grounds or a place of congregation, nor shall Resident place or allow placement of personal property of any kind in the common areas or allow personal property to remain thereon or thereabout. Resident shall not use the exterior of the Leased Premises, including windows, balcony, patio, etc., to hang, air-dry or place items such as clothing, bedding, covers, signs or similar items. Resident shall not extend or attach any item or article through or upon any window, opening or exterior thereof, without the prior written consent of Lessor. Resident shall not alter, change, affect or install any locks or locking devices in, on or about the Premises without the prior written consent of Lessor. Resident shall use only small nails for hanging items on walls. No holes shall be punched or bored into doors, walls, ceilings or floors, and no screws, large nails, hooks or hangers (whether adhesive or non-adhesive) shall be inserted into or affixed onto walls, ceilings or floors without the prior written consent of Lessor.

ARTICLE XIII **RIGHT TO ACCESS**

Resident hereby authorizes Lessor and/or Lessor's agents and representatives to enter the Premises via use of a master key at all reasonable times and, with reasonable notice of not less than twenty-four (24) hours, whether Resident is present or absent, to make Resident's requested repairs, show the Premises to prospective buyers, residents, workmen, inspectors or contractors, or to make repairs deemed necessary by Lessor for the preservation of the Premises or the building in which the Premises are located. Notwithstanding the foregoing, Lessor shall not be required to make any repairs that Lessor deems to be unnecessary.

Furthermore, at any time and without further notice to Resident, Lessor may remove, at Resident's sole risk and expense, any fixtures, alterations, additions and/or property not in conformity with this Lease or with the Rules and Regulations now in effect or hereafter promulgated by Lessor. Resident further hereby authorizes Lessor or its representatives and agents to enter the Premises in the event of an emergency, without notice and through whatever means necessary, at Lessor's sole discretion. In the event Resident moves, vacates, surrenders or abandons the Premises, Lessor may enter the Premises to inspect, clean, renovate or redecorate. Such access by Lessor as described herein shall not affect nor abate any Rent due or to become due, or any other term or covenant contained herein.

ARTICLE XIV **DEFAULT OF RESIDENT**

A. **NON-PAYMENT 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 Lease, then Landlord may terminate this Lease.

B. **VIOLATION OF ANY OTHER TERM OF LEASE:** Resident hereby agrees that should Resident violate any term, condition, provision, covenant or agreement of this Lease, or violate the Rules and Regulations of Lessor, or abandon or vacate the Premises, then in any such event, Lessor or Lessor's agents may deliver written notice of the violation(s) with

seven (7) days notice to Resident that the Lease will be terminated unless the violation is cured within said seven (7) day period. Further, should the same violation(s) occur by the Resident within a six month period following the receipt of the notice, Lessor may terminate this Lease with a seven (7) day notice to the Resident without option to cure. Resident hereby agrees that in the event of lease termination, Lessor may thereafter re-enter the Premises pursuant to the provisions of this Lease. Such action shall in no way affect any obligation or undertaking hereunder by Resident, nor shall receipt of rent after default or other breach be a waiver of Lessor's right to declare a default hereunder. If this Lease is so terminated or canceled, or if Resident moves, vacates, surrenders or abandons the Premises while this Lease is in effect, Lessor may re-let same for and on account of Resident at any readily obtainable rental or upon any terms acceptable to Lessor. The proceeds of same shall first be applied to Lessor's expense or cost to re-let the Premises, then to all other expenses incurred by Lessor as a result of such default, cancellation, move, vacation, surrender or abandonment of same.

The surrendering, depositing, mailing or leasing of keys for the Premises to, with or directed to Lessor shall in no way create or produce a cancellation or release hereunder, nor a cancellation of any monies due, or to become due, by Resident, nor shall acceptance of such keys to, and possession of, the Premises be construed as an acceptance of surrender of the premises, nor shall such action release Resident from any obligation under this Lease. In the event of forfeiture of this Lease, in addition to the other remedies available to Lessor, any security deposit of Resident hereunder shall be retained by Lessor to be applied toward the expenses and actual damages incurred by Lessor herein described, which shall in no way affect or excuse any remaining amounts due from Resident to Lessor under the terms of this Lease.

ARTICLE XV **ASSIGNMENT OR SUBLETTING**

Resident hereby agrees that Resident shall not assign, sublease or advertise the Premises, or place notices therefore, at any time. Each prospective occupant shall be required by Lessor to complete an application for residency and meet the uniform qualification standards set forth by Lessor. Lessor shall evaluate each prospective occupant according to the terms and conditions set forth in the application for residency. Any consent by Lessor to any assignment or sublease of the Premises shall not constitute a waiver or release of the original Resident or of any occupant, immediate or remote, from any of the rents, terms, conditions, provisions, obligations, covenants and agreements to be kept and performed by Resident under this Lease. Resident and every occupant shall be jointly and severally bound by all the rents, terms, conditions, provisions, obligations, covenants and agreements hereunder.

ARTICLE XVI **NOTICE**

- A. **NOTICE TO LESSOR:** Resident agrees that all notices authorized, required or given to Lessor hereunder shall be in writing and shall be served in person or by certified mail, return receipt requested, addressed to Lessor at the offices at which rental payments are then being received.
- B. **NOTICES TO RESIDENT:** Lessor hereby agrees that all notices or demands authorized, required or given to Resident hereunder shall be in writing and shall be served in person or left with anyone at the Premises, or served by certified mail, return receipt requested, addressed to Resident at the Leased Premises, or posted upon the front door of the Leased Premises.
- C. **NOTICES RECEIVED:** Resident and Lessor agree that notices sent by certified mail shall be deemed to have been given when properly mailed. A proof of mailing certificate with a postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

ARTICLE XVII **TERMINATION OF LEASE**

A. **TERMINATION BY RESIDENT:** Resident and Lessor agree that, provided all rents, terms, conditions, provisions, covenants and agreements herein have been fully complied with by Resident and no default hereunder then exists, Resident shall, subject to and upon compliance with the following terms and conditions, have the right to terminate this Lease by giving thirty (30) days prior written notice to Lessor on or before the first day of the rental period. Such notice shall be accompanied by payment of rent and all other amounts, if any, due from Resident hereunder to and including the effective date of termination. Any such notice of termination, shall, at the sole option of Lessor, be of no force and effect if Resident fails to surrender all keys to, and possession of, the Premises on or before the effective date of termination.

1. **EARLY TERMINATION:** If Resident shall be required to move due to unexpected medical reasons affecting his/her personal or immediate family's health and Resident provides valid, verifiable, written confirmation hereof from a qualified physician satisfactory to Lessor, or if Resident shall be required by the employer cited on Resident's application for residency to establish a new, permanent residence more than fifty (50) miles from the Premises, and Resident provides valid, verifiable, written confirmation hereof from such employer satisfactory to Lessor, Resident may be allowed to terminate this Lease, as aforesaid, in accordance with the following:

a. If the effective date of such termination shall be prior to the tenth (10th) consecutive month during which Resident shall have been a party to a lease for the Premises, then Resident shall pay to Lessor, together with the notice above required and the payment of rent and all other amounts, if any, due thereunder as above set forth, an amount equal to two (2) month's rent. Nothing in this section shall be construed to limit the right of Lessor to recover actual damages in excess of the security deposit.

b. If the effective date of such termination shall be after the eleventh (11th) consecutive month during which Resident shall have been a party to a lease within the property in which the Premises are located, then Resident shall pay to Lessor, together with the notice above required and the payment of rent and all other amounts, if any, due thereunder as above set forth, an amount equal to one (1) month's rent. Nothing in this section shall be construed to limit the right of Lessor to recover actual damages in excess of the security deposit.

2. **PAYMENTS:** All payments required from Resident under this provision shall be in the form of cashier's check or money order payable to the order of Lessor, without any intervening endorsement.

3. **LIMITATIONS:** Nothing in this provision shall be construed to extend the term of this Lease, as previously provided herein, to apply to any successor lease between Lessor and Resident, or to apply under any other circumstance other than that in Paragraph 1 herein.

B. **TERMINATION BY LESSOR:** Resident hereby acknowledges that Lessor reserves the right to terminate this Lease for cause. Cause for termination of this Lease includes, but is not limited to, any threatened or actual violation or breach of any term, condition, provision, covenant or agreement within this Lease. Resident further hereby acknowledges that Lessor reserves the right to terminate this Lease if, in its sole and absolute judgment, Lessor determines that Resident, or any guests, servants, invitees, visitors, etc., of Resident poses any risk of harm to any person, property or effects. In the event of such, termination is effective upon proper notice as required herein.

ARTICLE XVIII **ATTORNEY FEES**

Pursuant to Iowa Code Section 562A.27(3), Resident hereby agrees that in the event Lessor is required to

employ the use of an attorney due to any willful violation or breach by Resident of any rent, term, condition, provision, covenant or agreement within this Lease, Resident agrees to pay any and all reasonable fees incurred by Lessor, including but not limited to attorney fees, court costs, collection fees and consequential expenses, all of which shall be considered Rent and secured accordingly hereunder.

ARTICLE XIX **FINANCIAL AND OTHER INFORMATION**

Resident hereby agrees that Lessor and Lessor's successors, agents or attorneys contracted or employed thereby will have the continuing right to review Resident's credit information, payment history, application information, occupancy history, and other information collected by Lessor, both during and after this Lease, for purposes of account review, collections and/or purposes relating to this Lease.

ARTICLE XX **RIGHT OF RE-ENTRY**

Resident hereby agrees that, at any time while this Lease is in effect, should Resident abandon or vacate the Premises, or if any execution or other process be levied upon the interest of Resident in this Lease, or if a petition of bankruptcy is filed by or against Resident in any court of competent jurisdiction, Lessor shall have the right, at Lessor's sole option, to re-enter and take possession of the Premises, to terminate this Lease forthwith and to proceed as set forth herein.

ARTICLE XXI **ABANDONMENT OF PERSONAL PROPERTY**

Resident hereby agrees that if Resident abandons or vacates the Premises thereby leaving personal property of Resident or any other person therein or thereabout, such property shall be deemed abandoned and neither Resident nor any other person shall have any further right or claim thereto. Lessor may remove and dispose of such property as Lessor sees fit, at Resident's sole risk and cost, without recourse by Resident or any other person against Lessor, its agents, representatives, insurers or designees. Resident, upon demand, shall pay Lessor any and all expenses incurred by Lessor for the removal, disposal and/or storage of any such property.

ARTICLE XXII **DAMAGES TO PROPERTY**

Resident hereby agrees to pay Lessor for any and all injuries or damages at or upon the Premises, the building in which the Premises are located, any other building or facility owned by Lessor or property of other residents thereof caused by the acts, omissions or occupancy of Resident, or by Resident's family, guests, servants, invitees, animals, pets or others permitted by Resident to be upon the Premises, or upon any such building, facility or property aforesaid. Damage may include, but not be limited to, damages to the operation, maintenance or control of electrical, heating or cooling equipment, appliances or fixtures or damages to the walls, ceilings, floors and/or plumbing caused by Resident's failure to maintain heat and electricity to prevent such damage. Resident shall, upon demand, promptly reimburse Lessor for any and all expenses which it may incur to remedy such damage. The amount of any damage or expense shall be determined by Lessor, in its sole judgment, and shall be Rent secured accordingly hereunder as of the date so determined. Such amount shall be based on the cost of restoration of damages plus fifteen percent (15%) for Lessor's overhead expenses. Repairs may be made by any agent of Lessor as may be employed or contracted by Lessor to effect restoration.

Further, Resident agrees that upon vacating the Leased Premises, Resident shall give notice of vacation to Lessor, surrender ALL keys therefore and return the Premises in good order and repair, ordinary wear and tear accepted. It is hereby understood that the condition of the Premises shall not be altered, changed, or devalued in any way. Resident

plus fifteen percent (15%) for Lessor's overhead expenses, shall be paid promptly by Resident to Lessor as Rent and secured accordingly hereunder. Resident shall also be responsible to pay Lessor any lost rent resulting from the time necessary to restore the Premises to the required condition as herein set forth, all secured hereunder as Rent.

ARTICLE XXIII

DESTRUCTION OR CONDEMNATION OF PREMISES

- A. **TOTAL DESTRUCTION:** In the event the Premises are totally destroyed by fire, rain, wind or other cause beyond the control of Lessor, except through the fault or negligence of Resident, his/her family, guests, invitees, servants, animals, pets or others permitted there by him/her, or are condemned and/or taken by authority through the power of eminent domain, Lessor may, at Lessor's option, furnish Resident with like premises of the same rental value at or near the property in which the Premises are located. Except for the change of location of the Premises, all terms, conditions, provisions, covenants and agreements of this Lease shall remain in full force and effect. If Lessor does not elect to furnish Resident with like premises, this Lease shall terminate as of the date of such destruction or taking without further liability of Lessor to Resident.
- B. **PARTIAL DESTRUCTION:** In the event that the Premises are partially damaged by fire, wind or other cause beyond the control of the Lessor and it is thereby determined by Lessor, in its sole judgment, to be partially or temporarily uninhabitable, Lessor shall proceed to make necessary repairs within a reasonable period of time. This Lease shall remain in full force and effect; provided, however, there shall be partial or full abatement in Rent for the damaged portion of the Premises, as determined by Lessor, in its sole judgment. Such abatement shall continue until such time as the Premises are deemed to be repaired and useable, as determined by Lessor, in its sole judgment.

ARTICLE XXIV

RENTER'S INSURANCE

Lessor strongly encourages Resident to purchase liability/renter's insurance in amounts sufficient to completely cover loss or damage to Resident's property in or about the Premises or within the property in which the Premises is located. Lessor will not be liable for the cost of damages, replacement or repair to Resident's property in the event of damage by water, smoke, fire, wind, hail, natural disaster, third party negligence or any other cause beyond the control of Lessor.

ARTICLE XXV

MOLD OR MILDEW LIABILITY

Resident acknowledges that every new building, apartment complex, home, condominium, town home or duplex contains products containing water, powders, solids and industrial chemicals which are used in the construction process. These substances will and do contain mold, mildew, fungus, and spores which may cause allergic or other bodily reactions in certain individuals. Residents are advised to contact their physician to determine the molds, mildews, fungus, spores or chemicals which may adversely affect them or members of their family. Resident hereby understands and assumes all risks relating to, and Resident releases Lessor from and agrees to indemnify and hold Lessor harmless from, all liability, expenses, demands, claims and causes of action whatsoever, whether known or unknown, now existing or hereafter arising (including but not limited to attorney's fees and expenses and court costs), arising out of or relating to the present or future existence of mold or mildew of any variety, in or around the Premises, including, but not limited to, any personal injury,

illness, adverse health effects, death, emotional distress or any other effect to Resident or any other person, and any property damage, loss of use, loss of value or consequential damages to Resident or any other person, or any repair of or improvement to Premises which is the subject of this Lease.

ARTICLE XXVI **NON-LIABILITY OF LESSOR**

Resident hereby agrees that Lessor shall not be liable to Resident, his/her family, guests, invitees, servants, animals, pets or others for injury to or death of any person, animal or pet, nor any loss or damage to property (including the property of Resident) occurring in or about the Premises, or within the property in which the Premises are located, from any cause, except for the willful or wanton act of Lessor. Resident agrees to indemnify and hold Lessor, and its agents, employees, affiliates, partners, officers, directors and representatives harmless from all loss, damage, liability and expense, including any additional rent expense which Resident incurs or might incur, including the expense of defending the claims relating to any actual or alleged loss or damage to property caused by or resulting from any occurrence in or about the Premises.

ARTICLE XXVII **INSPECTION OF SAFETY EQUIPMENT**

Resident hereby agrees to inspect the Premises and to determine to Resident's satisfaction that smoke detectors, door and window locks and latches, and all other safety devices in or serving the Premises, if any, are in good working order. Resident also agrees to inspect, test and give prompt written notice to Lessor should any such device require repair or replacement. Resident further agrees to accept complete responsibility for purchasing and changing batteries in battery operated smoke detectors. Resident acknowledges and agrees that the inspection and testing of said devices is Resident's sole responsibility and that they will not be inspected or checked by Lessor unless requested by Resident, in writing. Resident acknowledges and agrees that Lessor has no obligation whatsoever to provide or to continue to provide any safety devices (including limited access gates and doors), safety services or security services. Failure to maintain any such safety devices or to provide any such safety services or security services shall not constitute a breach or default under this Lease or affect any obligation or undertaking by Resident under this Lease, nor shall Lessor be liable for any failure to provide or maintain any such safety devices, safety services or security services. Resident acknowledges and agrees that by furnishing safety devices, safety services or security services, Lessor is not guaranteeing their effectiveness to protect Resident's personal safety or Resident's personal property. Resident further acknowledges and agrees that Lessor has no obligation or liability for the acts or omissions of any of the personnel of any firm it engages to perform safety services or security services, or for any defect, malfunction, mechanical failure or inadequacy of any safety devices.

ARTICLE XXVIII **SUBORDINATION**

This Lease shall be subject and subordinate to any mortgage, deed of trust, real estate contract, airspace or ground lease now or hereafter placed upon the Premises, the building, the property or any portion thereof by Lessor, its successors or assigns, and to modifications, consolidations, replacements, renewals and extensions thereof. Resident agrees at any time hereafter, upon demand, to execute and deliver any instruments, releases or other documents that may be reasonably required for the purpose of subjecting and subordinating this Lease, as above provided, to the lien of any such mortgage, deed of trust, real estate contract, airspace or ground lease.

Resident agrees from time to time upon not less than five (5) days prior written request by Lessor to deliver to Lessor a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect and stating the modifications); (ii) the dates to which the rent and other charges have been paid; (iii) that Lessor is not in default in any provision of the Lease, or, if in default, the nature thereof specified in detail; (iv) the amount of monthly rent currently payable by Resident; (v) the amount of any prepaid rent; and (vi) such other accurate certification that Lessor may reasonably request. It is intended that any such

statement delivered pursuant to this paragraph may be relied upon by Lessor, any prospective purchaser or mortgagee of the Premises and their respective successors and assigns.

The foregoing to the contrary notwithstanding, however, the peaceful possession of the Resident shall hereunder not be disturbed so long as Resident is not in default under any of the terms and conditions of this Lease.

ARTICLE XXIX

PARKING

Resident hereby acknowledges that Lessor reserves the right to regulate all vehicle parking within the property in which the Premises are located, specify the use thereof and restrict such use only to currently licensed in-use vehicles. Unauthorized parking may be terminated by Lessor or its agents at any time by removing parked vehicles or property at the expense of anyone claiming or owning same, all without liability therefore. Overnight parking of boats, trailers, large trucks or any type of vehicle, other than currently licensed in-use vehicles, is specifically prohibited without the prior written consent of Lessor.

ARTICLE XXX

RECREATIONAL FACILITIES

Resident acknowledges that Resident may use any currently existing such recreational, pool area, fitness center, community room, lounge areas and other common facilities as may be provided by Lessor that is/are open for use by the residents in and about the Premises. So long as Resident is not in default under this Lease, he/she may use such facilities subject to the current rules and regulations of Lessor and subject to such rules and regulations as Lessor may, from time to time, promulgate. Recreational areas, pool areas, fitness center, community room and lounge areas and/or other common facilities shall be used only by Resident, unless otherwise permitted, in writing, by Lessor. Any use thereof by Resident, his/her family, guests, invitees, servants or others permitted by Resident to be upon such facilities shall be at the sole risk of said Resident. The failure of Lessor to provide or allow use of any operative recreational areas, pool areas, fitness center, community room, lounge areas and other common facilities, due to fire, flood, accident, strike, weather conditions, subcontractors' failures or any other cause whatsoever, including delays in the construction thereof, or incident to the making of repairs, alterations or improvements thereto, shall not constitute a breach or default under this Lease, nor shall it affect any obligation or undertaking by Resident, including the payment of Rent, nor shall Lessor be held liable on such account.

ARTICLE XXXI

STORAGE FACILITIES

Resident hereby agrees that Resident's use of any storage space, locker or area which may be provided in or about the Premises, with or without the consent of Lessor, shall be at the sole risk and responsibility of Resident. Lessor shall have no liability to Resident or other third parties for damage to property stored in or about any storage space, locker or other area of the Premises from any cause, including but not limited to casualty, bursting pipes, sewer back-up, water or action/inaction of third parties. Any property placed therein or thereabout by Resident, or anyone under or through Resident without the written permission of Lessor, or in the case of an emergency, may be moved or removed by Lessor at any time without liability to Lessor.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Resident hereby acknowledges and agrees that this Lease contains the entire agreement between the parties, that there is no understanding between the parties not contained in this Lease and that this Lease cannot be changed, modified or terminated orally. To effect any changes or modifications of those terms set forth herein, such must be in writing and signed by all of the parties hereto.

Utilities Addendum

Phone, Cable and Internet Service Special:

Lessor shall be responsible to pay for the monthly service charges for the standard package during the first year of residency. Services obtained by Resident beyond the standard service package, including but not limited to set-up costs, routers, upgrade channel packages, etc., will be the sole responsibility of the Resident. Upon expiration of the first year of residency, Resident shall be solely responsible for all such services. Residents have the option of keeping their current phone numbers for an extra fee.

To initiate setup and activation of all services, or if you have questions regarding service costs and pricing, please contact NEXGEN as follows:

NEXGEN Communications: Phone: 515-369-9000 10500 Hickman Rd. Clive, IA 50325

NOTE: Please take notice that NEXGEN is the sole provider for Phone, Internet and Cable service for all Ingersoll Square Condominiums residents and no other service company shall be used.

Electricity:

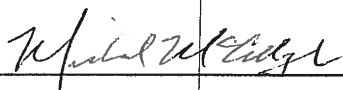
I further understand and agree that under no circumstance shall the electricity for the Premises be switched out of the Resident's name and into another's name, nor shall services be reverted back to the Lessor's name without penalty.

I understand that PRIOR to MOVE-IN the electricity must be switched into my name.

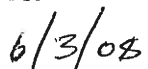
Mid- American Energy: Phone: 1-888-427-5632 500 E. Court Ave Des Moines, IA 50309

Unit Address: **1900 High Street #E103, Des Moines, IA 50309**

I have contacted the electric service provider and have successfully put the electric service into my name for the Premises listed above.

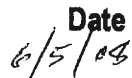


Signature



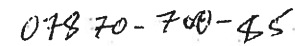
Date

Date electricity service is or will be in Resident's name:



Date

New Account Number:



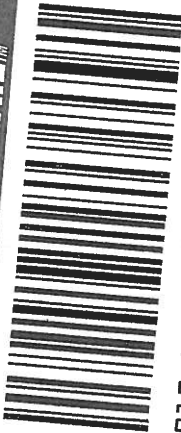
Phone Books:

Yellow Book Phone Directory: for a free copy of the Des Moines Yellow Book Call 1-888-789-9103

Renter's Insurance: Don't forget to purchase Renter's Insurance!

Check with your current provider -or- call Jon Murrell with Shelter Insurance for a free quote: 515-270-0928

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Dest: 50309
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Michael McCullough
1900 High St. #E103
Des Moines, IA 50309

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