

IOWA LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into on the ____ day of _____, 20____, by and between:

LANDLORD:

Name: _____

Address: _____

Phone: _____

Email: _____

AND

TENANT(S):

Name(s):

I. THE PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at the following address (the "Premises"):

Address: _____

City: _____

State: Iowa

Zip Code: _____

The Premises includes the following furniture/appliances:

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term:** Beginning on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____. Upon expiration, this Agreement shall:

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **Month-to-Month:** Beginning on the _____ day of _____, 20____ and continuing on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice pursuant to Iowa Code § 562A.34.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

_____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid by:

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo)

Payment Instructions:

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$
_____ as a security deposit.

Note: Pursuant to Iowa Code § 562A.12, the security deposit may not exceed two (2) months' rent.

The Security Deposit will be held at the following financial institution:

Bank Name: _____

Address: _____

In accordance with Iowa Code § 562A.12(3), the Landlord shall return the security deposit to the Tenant within thirty (30) days after the date of termination of the tenancy and receipt of the Tenant's mailing address or delivery instructions. The Landlord may withhold from the security deposit only such amounts as are reasonably necessary to remedy Tenant defaults in the payment of rent, to restore the Premises to its condition at the commencement of the tenancy (ordinary wear and tear excepted), and to recover expenses for acquiring possession of the Premises if the

Tenant fails to surrender possession.

V. LATE CHARGES

If rent is not paid by the due date, the Tenant shall pay a late fee. Pursuant to Iowa Code § 562A.9(4), late fees shall be calculated as follows:

1. If rent is \$700.00 per month or less:

The late fee shall not exceed \$12.00 per day or a total amount of \$60.00 per month.

2. If rent is greater than \$700.00 per month:

The late fee shall not exceed \$20.00 per day or a total amount of \$100.00 per month.

The specific late fee agreed upon for this Lease is \$ _____
per day, not to exceed the statutory limits described above.

VI. UTILITIES AND SERVICES

The parties agree that utilities and services shall be the responsibility of the following parties:

☐ Landlord ☐ Tenant - Electricity

☐ Landlord ☐ Tenant - Gas/Heat

☐ Landlord ☐ Tenant - Water

☐ Landlord ☐ Tenant - Sewer

☐ Landlord ☐ Tenant - Trash Removal

☐ Landlord ☐ Tenant - Cable/Internet

☐ Landlord ☐ Tenant - Snow Removal

☐ Landlord ☐ Tenant - Lawn Care

VII. SHARED UTILITIES DISCLOSURE

Pursuant to Iowa Code § 562A.13(4), if the Premises has a separate utility meter, the Tenant is responsible for payment. If the utility is not separately metered:

☐ The Premises is separately metered for all utilities.

☐ The Premises is NOT separately metered. The Tenant shall pay for utilities based on the following calculation method:

VIII. OCCUPANTS

The Premises shall be occupied only by the Tenant(s) listed above and the following additional occupants (including minors):

IX. PETS

☐ No Pets Allowed.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

Type/Breed: _____ Weight: _____

Type/Breed: _____ Weight: _____

Pet Fee (Non-refundable): \$ _____

Pet Deposit (Refundable): \$ _____

X. RIGHT OF ENTRY

Pursuant to Iowa Code § 562A.19, the Landlord may enter the Premises to inspect, 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.

Except in case of emergency or if it is impracticable to do so, the Landlord shall give the Tenant at least twenty-four (24) hours' notice of the Landlord's intent to enter and enter only at reasonable times.

XI. MAINTENANCE AND REPAIRS

Landlord's Duties: Pursuant to Iowa Code § 562A.15, the Landlord shall comply with the requirements of applicable building and housing codes materially affecting health and safety; make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition; keep all common areas in a clean and safe condition; and maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.

Tenant's Duties: Pursuant to Iowa Code § 562A.17, the Tenant shall comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; keep that part of the Premises that the Tenant occupies and uses as clean and safe as the condition of the Premises permits; dispose from the dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner; keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits; and use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.

XII. REQUIRED IOWA DISCLOSURES

1. Manager and Owner Information (Iowa Code § 562A.13):

The following person is authorized to manage the Premises:

Name: _____

Address: _____

The following person is the owner of the Premises or authorized to act on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands:

Name: _____

Address: _____

2. Environmental Liability (CERCLIS):

The Landlord hereby discloses whether the Premises is listed in the Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) maintained by the federal Environmental Protection Agency.

☐ The Premises IS listed in CERCLIS.

☒ The Premises IS NOT listed in CERCLIS.

XIII. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure Form).

☐ In 1978 or later.

XIV. DEFAULT AND TERMINATION

Failure to Pay Rent: Pursuant to Iowa Code § 562A.27(2), if rent is unpaid when due and the Tenant fails to pay rent within three (3) days after written notice by the Landlord of nonpayment and the Landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the Landlord may terminate the rental agreement.

Noncompliance: Pursuant to Iowa Code § 562A.27(1), if there is a material noncompliance by the Tenant with the rental agreement or a noncompliance with § 562A.17 materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than seven (7) days after receipt of the notice if the breach is not remedied in seven (7) days.

XV. ABANDONMENT

If the Tenant abandons the dwelling unit, the Landlord shall make reasonable efforts to rent it at a fair rental. If the Landlord rents the dwelling unit for a term beginning before the expiration of this Agreement, this Agreement terminates as of the date of the new tenancy.

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, specifically the Uniform Residential Landlord and Tenant Act (Chapter 562A of the Iowa Code).

XVII. ADDITIONAL TERMS AND CONDITIONS

Additional provisions of this Agreement are:

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing signed by both parties.

SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

NOTARY ACKNOWLEDGMENT

State of Iowa

County of _____

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ (Landlord) and _____ (Tenant(s)), to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Signature of Notary Public: _____

My Commission Expires: _____ day of _____, 20____

(Seal)