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**RENTAL AGREEMENT**

**Mary Todd Townhomes OR MacRae Terrace**

**1. DESCRIPTION OF THE PARTIES AND PREMISES:**

This agreement executed on the\_\_\_\_day of \_\_\_\_\_\_,2019 between occupants listed below and Neighborhood Development Corporation, Owner of the property commonly known as ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_Property Address Unit #\_\_\_\_\_\_\_\_\_\_\_\_\_,*** and everything in the property.

Name:

The term of this lease is for ***\_\_\_\_\_\_\_days*** beginning ***\_\_\_\_\_\_\_, 2019***, and ending 4pm *\_\_\_\_\_\_\_\_, \_\_\_\_\_\_,* at a rental rate of ***$\_\_\_\_\_\_\_\_\_\_***. This lease shall be automatically renewed for successive terms of one month each at a monthly rental of ***$\_\_\_\_\_\_\_\_***, payable in advance and in one installment, including all charges properly assessed pursuant to this lease on the first day of each month beginning ***\_\_\_\_\_\_\_\_\_1st, \_\_\_\_\_\_.***

**2. RENTAL PAYMENTS**

The tenant agrees to pay the following amount on the first day of each month during this agreement. The "base" rent for the above assigned living unit is **$\_\_\_\_\_\_\_\_\_** per month. Renter agrees to pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the Management to make any demand for same.

**Payments are to be made to: Neighborhood Development Corporation**

A $25 charge will be assessed for any check returned by the bank for any reason. A $100.00 charge for late payment of rent will be assessed on the sixth day of the month. Renter agrees to pay charges incurred by management as a result of renter’s failure to comply with the lease.

All charges, other than rent, properly assessed pursuant to this lease will be due and payable on the first day of the month following the month in which the charges are incurred.

**3. UTILITY RESPONSIBILITY**

|  |  |  |
| --- | --- | --- |
| **Utility** | **Tenant** | **Landlord** |
| **Water** |  | **X** |
| **Trash/Recycling** |  | **X** |
| **Sewer Service** |  | **X** |
| **Electricity** | **X** |  |
| **Internet** | **X** |  |
| **Phone** | **X** |  |
| **Cable/TV** | **X** |  |

**4. SECURITY DEPOSIT**

Tenant agrees to pay a **$\_\_\_\_\_\_\_\_\_** security deposit. Management agrees to return the security deposit upon termination of tenancy, less the cost of repairing any intentional or negligent damages to the assigned living unit or to the common areas and grounds caused by the renter, other occupants listed in Item 1 above, or invited guests, and any rent owed or other charges as stipulated herein. If such deductions are made, Management will give the renter a statement of costs and/or charges, with property notice thereof pursuant to law. The security deposit shall not be used to pay rent or other charges while the renter occupies the dwelling.

**5. DUE DATES FOR PAYMENT OF RENT AND CHARGES**

Rent and other charges for the current month shall be due and payable via mail paid to **NDC at PO Box 41155, Des Moines, IA 50311**, or the mail drop slot located in the maintenance door of the property, on the first day of each month, and must be paid no later than the fifth day of the current month. A $100.00 late fee will be charged on the 6th day of the month for late rent. Upon move-in, rent must be paid in advance, and in one installment, for the balance of the current month. If this lease commences on a day other than the first day of a month, the rent will be prorated from the effective day of the lease to the first day of the following month.

**6. UTILITIES**

Renters of dwelling units agree to pay deposits to the gas and light, water, sewer and solid waste companies, as appropriate, to have utilities and service accounts carried in their name throughout their entire period of tenancy, and to pay such bills as are rendered by utility companies.

Renters of dwelling units agree to maintain sufficient heat to prevent the freezing of piped water. Renter agrees to notify Management immediately if heat cannot be furnished for any reason and will be charged for any damages resulting from failure to maintain heat or to so notify Management unless occurrence is clearly beyond renter's control.

Management will not be responsible for interruption of utility service. In the case of Management supplying utilities, Management will not be responsible for failure to furnish utilities by reasons of any cause beyond its control.

**7. RENTER'S RIGHT TO USE AND OCCUPY PREMISES**

Renter is hereby granted the right to exclusive use and occupancy of the leased premises, such right to include: a Reasonable accommodation of the renter's guests or visitors for a period not to exceed fourteen (14) days. Renter agrees to provide advance notification to management of such visits.

b. Live-in care of a member of renter's family, with consent of Management and providing maximum occupancy standards are not violated.

**8. MANAGEMENT'S RESPONSIBILITY**

Management warrants:

a. To maintain the premises and the project in decent, safe and sanitary condition.

b. To comply with requirements of applicable building codes, housing codes and regulations materially affecting health and safety.

c. To make necessary repairs, alterations, and improvements to the premises with reasonable promptness, at its own cost and expense, except as otherwise provided in this lease.

d. To keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition.

e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by Management.

f. To provide and maintain appropriate receptacles and facilities except containers for the exclusive use of an individual tenant (family), for the deposit of garbage, rubbish and other waste to be removed from the premises by the tenant.

g. To mow and trim all lawns.

h. To provide required or necessary pest control services.

**9. RENTER'S OBLIGATION**

Renter hereby agrees:

a. Not to assign the lease or sub-lease the premises.

b. Not to provide accommodations for boarders or lodgers.

c. To use the premises solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.

d. To abide by necessary and reasonable regulations promulgated by the Management Agent for the benefit and well-being of the Project and the tenants and which are incorporated by reference herein.

e. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

f. To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition.

g. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner. To keep all garbage containers stored inside the unit's garage except 24 hours before and after pickup days.

h. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances.

1. To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.

J. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development buildings, facilities, or common areas caused by the tenant, his/her household or guests.

k. To conduct himself: and cause other persons who are on the premises with his/her consent, to conduct themselves in a manner which will not interfere with nor diminish his/her neighbor's peaceful enjoyment of their accommodations and which will be conducive to maintaining the development or premises in a decent, safe and sanitary condition.

l. To not engage in illegal or any other activities which impair the physical and social manner of the development.

m. To immediately notify Management of any change in income or family composition that would affect the rental or size of living unit assigned.

n. To make no alterations, changes, or to redecorate the interior or exterior of the dwelling unit or appurtenances without the express written consent or approval of Management. Nothing may be attached to the exterior of the units.

o. Not to install or cause to be added any large appliances such as freezers, portable automatic dishwashers, supplemental air conditioners, or ranges which would materially increase energy consumption in dwelling units for which Management provides utilities service.

p. Renter agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to Management in as good condition as when received, reasonable wear and tear excepted.

q. Renter agrees that failure of management to insist upon the strict performance of the terms and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Management's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.

r. Renter agrees to pay all reasonable and necessary costs incurred by Management in the service on Rent of Notice to Cure, Notice to Quit and Forcible Entry and Detainer actions.

s. Renter shall not in the leased unit, hallways, elevators, parking garages, parking lots, maintenance areas, laundry rooms, lobbies, and all other common and/or public areas of the building (the foregoing are collectively referred to herein as the premises) engage in or permit any drug-related criminal activity, or engage in or permit any activity that endangers the health or safety of other residents, in Owner's/ Agent's sole discretion, otherwise injurious to the community or its reputation.

t. Not to park in the private street or additional parking spots designated for guest use only.

u. Not to engage in automobile repair on the premises.

v. Not to install any plantings, decorations, feeders, signs or other outdoor decorations or furniture upon the grass area within the premises.

w. Not to use any charcoal grill or open flame device such as fire pits or chimneys. Gas grill use is permitted upon the unit's driveway so long as the grill is place a minimum of 10 feet away from any combustible building material and only stored after the grill has cooled.

x. Renter agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke free-living environment. Tenant, members of Tenant's household, their guests and visitors shall not smoke anywhere in the unit rented by Tenant. The term smoke free-living environment includes prohibition of the use of any lighted or heated cigar, cigarette or other tobacco product or plant product in any manner or form. Smoke free-living environment also prohibits the use of electronic cigarettes commonly referred to e­cigarettes, e-cigars and e-pipes.

y. Renter agrees to obtain Renters Insurance and shall maintain such coverage during the entire time the Lease Agreement is in force and/or the Tenant is residing in the leased Premises. Tenant Agrees to provide:

a) Proof of insurance to Management within 14 days of commencement of the Lease Agreement, in such form as Management may reasonably require to evidence coverage.

b) Liability Coverage of at least $300,000 in personal liability (bodily injury and property damage) for each occurrence.

c) The premises listed above must be listed as the location of resident insured.

d) Owner (Neighborhood Development Corporation) is listed as a Certificate Holder.

e) Notification that the carrier must provide 30 days' notice of cancellation, non­renewal, or material change in coverage, to Management.

**10. RENTERS MAINTENANCE**

Renter agrees to perform the following items of maintenance care, consistent with those which would be performed were the renter occupying his/her own premises:

a. Pick up all paper, garbage, trash and other discarded refuse around assigned dwelling unit, without regard to where such may have come from.

b. Not to allow to accumulate and to remove if present, discarded items, parts of vehicles, or any other items, which diminish the appearance of the project or assigned dwelling unit.

c. Immediately pick up all pet waste

**11. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY**

In the event that such defects occur, or the premises are damaged to the extent that such situation(s) exist:

a. The renter will immediately notify Management

b. Management will repair the unit within reasonable time of such notification, provided that if damage was caused by the renter or a member of the renter's household or guests, the reasonable cost of repairs will be charged to the renter.

c. Management may offer another unit, if available, as alternative standard accommodations if defects or damages cannot be corrected within a reasonable period of time.

d. No rent will be charged if defects or damages cannot be corrected within a reasonable period of time, except that rent will be charged if defects are as a result of damage caused by actions of the renter, a member of the renter's household, visitors, or guests.

**12. PRE-OCCUPANCY, ANNUAL AND PRE-TERMINATION INSPECTIONS**

A joint inspection at the premises by management and the renter (or renter’s representative) shall be made prior to the commencement of occupancy, at least one annually, and prior to termination thereof. Results shall be recorded on a check-in/check­out form, which shall list condition of the leased grounds, building and appurtenances thereto, and installed equipment. Management and the renter will sign the form. Once copy of this form shall be furnished to the renter, and one copy retained in renter's fold in the Management Office.

a. Upon pre-termination inspection, renter will be informed of damage charges, if any, to be deducted from the security deposit.

b. Upon termination, renter will clean the dwelling unit, installed equipment, and remove debris from the premises to the satisfaction of Management. If Management does not approve of the condition of these items, renter will bring them up to satisfactory condition or deductions will be made accordingly from the security deposit.

c. Keys will be returned to Management at the time and on the date the dwelling unit is vacated.

d. If renter vacates without notice to Management, appropriate damage/cleaning charges together with all due and unpaid rent charges can be made against the security deposit.

e. Renter, by the execution of this lease, admits that the dwelling unit described herein has been inspected by the renter and meets with the approval of the renter.

**13. ENTRY OF PREMISES DURING TENANCY**

Management or maintenance personnel, upon 24-hour written notice, may enter premises for the purposes of performing routine inspections and maintenance, for making improvements or repair, or to show the unit for leasing.

Management personnel may enter the premises at any time, without advance notice, when there is a reasonable cause to believe that:

a. An emergency exists,

b. An extreme hazard involving the potential loss of life or severe property damage exists.

If the renter refuses to allow lawful access to the dwelling unit, Management may obtain injunctive relief to compel access, or may terminate the rental agreement. In either case, Management may recover actual damages.

In the event that the renter and all adult members of the household are absent at the time of entry, a written statement shall be left specifying date, time, and purpose of entry prior to leaving the premises.

**14. NOTICE BETWEEN TENANT AND MANAGEMENT**

Except as otherwise provided in Item 12 above, notices between tenants and Management shall be in writing, mailed first class to renter's premise the Neighborhood Development Corporation, PO Box 41155, Des Moines, IA 50311.

**15. TERMINATION OF THE LEASE**

Renter may terminate this lease at the end of the initial term, or any subsequent term, by providing thirty (30) days written notice of intent to vacate the assigned dwelling unit in the manner prescribed in Item 13.

Management shall not terminate this lease other than for serious or repeated violation of material terms hereof, and shall give written notice of termination of the lease of:

a. 3-day notice prior to the commencement of unlawful detainer action in case of failure to pay rent, or other charges.

b. 60-day notice in all other cases. Notice shall state the reasons for termination  
Serious or repeated violations of material terms includes, but are not limited to the following:

a. The receipt of three or more Notices to cure or Vacate for non-payment of rent within a twelve (12) month period.

b. The failure, neglect or refusal to furnish information.

c. The occurrence of the same act or omission, which constituted a prior non­compliance of which notice was given with a six (6) month period.

d. Willful misstatement or concealment of facts.

e. Continued refusal to pay other charges properly assessed pursuant to this agreement.

f. All rent balance must be at a zero before termination is accepted, unless otherwise approved by ownership.

**16. ABANDONED CARS**

Vehicles which are removable under local ordinances as "junk", or unlicensed, shall be removed from within the boundaries of the project by the renter, or upon failure of the renter to remove the vehicle, Management will cause vehicle to be removed at renter's expense after proper written notice is give in accordance with local ordinances.

**17. ABANDONED PROPERTY**

The resident hereby appoints Neighborhood Development Corporation or its employees as agent to removal of all personal property of whatever nature, including furniture, furnishings, and equipment left in or on the premises after the resident has personally vacated the premises. The resident hereby appoints Neighborhood Development Corporation or its employees as agents to hold the said property for ten (10) days and if not claimed by the resident within ten (10) days after the resident personally vacated the premises Neighborhood Development Corporation is authorized to turn over the property to any charitable institution. The resident hereby exonerates Neighborhood Development Corporation from liability for disposal of said property after ten (10) days from the time the resident personally vacates the premises. Provisions within this paragraph may be waived at the discretion of the Management Agent.

**18. PETS**

Pets larger than 50 pounds at full growth are prohibited. A $50 per month pet fee is to be paid in addition to the monthly rent. If any dog is determined by any government entity to be aggressive, dangerous, or vicious, the owner of the dog will be asked to have it removed immediately. Resident pet owners are responsible for cleaning up after their pets at all times. Any resident who does not comply will be fined $25.00 plus the cost of cleanup or damage repair. Pets are to be kept on a leash and in the presence of its owners or caretaker at all times when outside the residence. The use of tethers is prohibited. See pet policy for additional breed restrictions.

**19. GENERAL PROVISIONS**

Each renter shall be furnished information containing "do's and don'ts" relative to the use and care of premises, equipment and surrounding grounds. Contained in this information are common sense "rules" which renters are expected to comply.

**20. MODIFICATIONS**

This lease and documents attached hereto or incorporated herein, together with any further adjustments of rents or changes in dwelling units, evidences the entire agreement between Management and renters. No changes shall be made except in writing, signed and dated by both parties. Notice shall be delivered directly to renters, or mailed first class.

IN WITNESS WHEREOF, the parties have executed this lease agreement this ***\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Renter)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Property Manager)

Neighborhood Development Corporation

(Renter)

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(Renter)