



## Renewal Lease

Landlord: LLOYD PROPERTY MANAGEMENT CO.

**Waukee Commons, LLC, DBA, DBA The Commons at Greenway Park**

Address: 101 S. Reid Street Suite 201

Sioux Falls, SD 57103

Resident(s): Diane Bermudez, Alejandro Bermudez

Property Address: **269 NW Greenway Place Waukee, IA, 50263**

Leasing Agent: **Portal**

IT IS AGREED on this **31** day of **August, 2023**, by and between Lloyd Property Management Co., (the "Landlord") as agent of the property owner **Waukee Commons, LLC, DBA, DBA The Commons at Greenway Park** and **Diane Bermudez, Alejandro Bermudez** (the "Resident") that: The Landlord hereby rents to the Resident, and the Resident hereby leases from the Landlord, the following described premises, located in County, Iowa: **269 NW Greenway Place, #269GP Waukee, IA 50263** (the "Rental Unit"), upon the following terms, provisions, and conditions:

1. **INITIAL TERM:** The duration of this Rental Agreement shall be from **11/01/2023**, until and including **10/31/2024**.
2. **MONTHLY FEES:** Resident agrees to pay the rent sum of **\$1,510.00**, garage/parking sum of **\$0.00**, pet sum of **\$0.00**, storage sum of **\$0.00**, and Resident Shield (See Renters Insurance Addendum) sum of **\$0.00** from **11/01/2023** to the last day of this renewal contract ending **10/31/2024**. Resident agrees to pay the total monthly sum of **\$1,510.00** in equal monthly payments. Owner requires that all rent and other sums due be paid on one monthly check rather than multiple checks.
  - a. **Cash payments are not permitted.** Payments may be made with a personal check, a money order or a certified check.
  - b. The Resident shall pay "rent" in the amount of **\$1,510.00** from **11/01/2023 to 10/31/2024**.
  - c. **Rent is payable on or before the first day of each month.**
  - d. A late fee of **\$20.00 per day (maximum of \$100.00 per month)** after the 5<sup>th</sup> day of the month shall apply to rent unpaid when due. Late fees are payable to the Landlord under this Lease and the parties specifically agree that late fees shall be considered as Rent.
  - e. If rent remains unpaid on the 6<sup>th</sup> day of the month, the Landlord shall be entitled to serve a Three-Day Notice of Nonpayment of Rent / Notice to Quit, pursuant to the terms of Iowa Code §562A.27(2) and §648.3.
  - f. **Payments by check:** When you mail a check for rent or other fees, the information from your check may be scanned into a system that is used to generate an electronic transfer of funds from your account. You will not receive your original check back from your financial institution. For security reasons we will destroy your original check, but we will keep a copy for record keeping purposes. In addition, a fee of **\$30.00** will be charged to Resident for each returned check, plus late fees.



3. **NOTICE OF INTENT TO VACATE:** Written notice of intent to terminate this Agreement as of the end of the initial lease term specified above shall be given by either party at least sixty (60) days on or before the first of the month for vacating on or before the last day of the month. In the event either party provides written notice of its intent to terminate, then this Agreement shall terminate effective as of the expiration of the initial lease term specified above, or the date on the notice, whichever comes later. **In the event neither party provides written notice of intent to terminate, then this Agreement shall continue on a sixty (60) day to sixty (60) day lease until either party is notified of change.**
4. **SECURITY DEPOSIT:** At the time of the original execution of this Lease, the deposit paid at the time of move in has been placed in an interest-bearing account of which the interest will be paid to the owner of the company.
  - a. The Security Deposit may not be used as rent. The Resident expressly acknowledges that the Security Deposit may not be applied to rent for the last month of the tenancy. If rent is unpaid, the Landlord may elect to terminate the tenancy and evict the Resident, regardless of the amount of the Security Deposit held by the Landlord.
  - b. If the Security Deposit is held in an interest-bearing account, the Resident will receive the interest thereon after the first five (5) years. Any interest earned on the Security Deposit during the first five (5) years of tenancy shall be the property of the Landlord.
  - c. At the termination of tenancy, the Security Deposit shall be disbursed pursuant to Iowa Code §562A.12. The Resident must vacate the Rental Unit, return all keys, and provide the Landlord with a mailing address or delivery instructions upon move-out.
5. **USE AND OCCUPANCY:**
  - a. The maximum number of persons to reside in the Rental Unit shall be based on local ordinances of the city which the unit is located.
  - b. If no city ordinance specifies occupancy, then occupancy shall be capped at two people per bedroom plus one occupant.
  - c. **Only the named Resident and their dependents shall occupy the Rental Unit.** Occupancy by unauthorized Resident, subleasing, or assignment of the Lease will be considered default events.
  - d. The Resident shall occupy the Rental Unit and shall use it only as a dwelling unit. No commercial activity shall be permitted in the Rental Unit, including offering the Rental Unit for rent or use for vacation or other rentals, including, without limitation, AirBNB, Craigslist, Vacation Rental By Owner, or other similar sites. **THE APARTMENT WILL BE OCCUPIED AND USED ONLY AS A PRIVATE DWELLING BY: Diane Bermudez, Alejandro Bermudez ONLY.**
  - e. The Resident shall allow no illegal activity in the Rental Unit.



6. **REPAIRS:** Any request for repairs from the Resident to the Landlord shall be in writing, either hand-delivered to a member of management in person, by email or through the online portal.
7. **FIXTURES AND IMPROVEMENTS:** Resident shall leave upon, and surrender to Landlord, with the Rental Unit at the termination of the tenancy, all locks, window treatments, light fixtures, light bulbs, switch plates, and all other fixtures attached to doors, windows, or woodwork, and all alterations, additions, or improvements made by Resident, without any payment therefor. **Resident shall make no material alterations without the prior written consent of the Landlord, including painting, wallpapering, and removal or installation of carpeting.**
8. **LOCKS:** The Resident may not install any additional locks on any door without the prior written consent of the Landlord. The Resident must provide the Landlord with duplicate keys for any such locks approved before they are installed.
9. **ABANDONMENT:** If Resident vacates or abandons the leased premises for 14 days or more without notice to Owner, Resident shall be deemed to have abandoned the leased premises, and Owner may terminate this agreement and re-enter, take control of and re-let the premises without liability to Resident. If the Resident fails to notify the Landlord of an extended absence, the Landlord may recover actual damages.
10. **UTILITIES:** The Resident is obligated to establish utilities in his or her own name on or before the date of possession. The Resident is encouraged to review the utility rates and billing history directly with the utility company furnishing the service. If the Resident allows the utilities to revert to the Landlord prior to the expiration of tenancy, it will be considered a default event.

Owner will furnish the following utilities:

Service	Landlord	Resident
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air conditioning and heating (HVAC)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Snow removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lawn care	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage / Trash Removal (outside building)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Janitorial (inside Premises)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Resident, during the term of this Lease, shall pay, before delinquency, all charges for said utilities and shall not allow the same to attach as liens against the Rental Unit.



11. If Resident fails to establish each applicable utility in their name upon start of tenancy, Landlord shall issue a \$50.00 administrative fee for each month and each utility not signed over to Resident's name. Air-conditioning equipment and the maintenance thereof shall be furnished at the expense of the Landlord. Heating equipment and the maintenance thereof shall be furnished at the expense of the Landlord.

**12. MAINTENANCE BY LANDLORD:** Landlord shall:

- a. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- b. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- c. Keep all common areas of the premises in a clean and safe condition. The Landlord shall not be liable for any injury caused by any objects or materials which belong to or which have been placed by a Resident in the common areas of the premises used by the Resident.
- d. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.
- e. Provide and maintain appropriate receptacles and conveniences, accessible to all Resident, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Rental Unit and arrange for their removal.
- f. Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct public utility connection.

Pursuant to Iowa Code §562A.21(1)(c), the Landlord's liability is limited for a condition caused by the deliberate or negligent act or omission of the Resident, a member of the Resident's family, or other person on the premises with the Resident's consent.

Pursuant to Iowa Code §562A.21(2), the Landlord's liability is limited if the Landlord exercises due diligence and effort to remedy any noncompliance, or if the Landlord's failure to remedy any noncompliance is due to circumstances reasonably beyond the control of the Landlord.

**The Landlord hereby warrants that the Rental Unit has a valid Housing Code inspection certificate approving the Rental Unit to be leased, if required by the city or municipality where the Rental Unit is located.**

**13. MAINTENANCE BY THE RESIDENT:** Resident shall:

- a. Comply with all obligations primarily imposed upon the Resident by applicable provisions of building and housing codes materially affecting health and safety.
- b. Keep that part of the premises that the Resident occupies and uses as clean and safe as the condition of the premises permits.
- c. Dispose from the Rental Unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- d. Keep all plumbing fixtures in the Rental Unit or used by the Resident as clean as their condition permits.
- e. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises.
- f. Not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises, or knowingly permit a person to do so.

- g. Act in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.



14. **SUBLETTING:** Subletting, assignment or securing a replacement will not be allowed.
15. **RULES AND REGULATIONS:** Resident, any family members, and guests will comply with all written rules and regulations and community policies furnished to the Resident. **Resident has received a copy of the community policies and agrees to comply with these policies.** Owner may make reasonable rule changes, if in writing and distributed to all Resident or otherwise posted on or about the Leased Premises. Resident shall respect the rights of other Resident to the quiet enjoyment of their premises, and the conduct of Resident and/or any family members or guests of Resident shall not be disorderly, boisterous or unlawful. Serious or repeated complaints about Resident or Resident' guests' conduct from other Resident shall be cause for termination of tenancy.
16. **RENTER'S INSURANCE:** Owner and its representatives will not be liable for any damages or losses to person or property caused by other Resident or other person (such as guests, intruders or trespassers). Owner and its representatives shall not be liable for personal injury or damage or loss to Resident' personal property (including, without limitation, furniture, jewelry, clothes, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, acts of God or other causes whatsoever.

**Owner requires that Resident secure his or her own insurance to protect himself or herself against all of the above occurrences. Resident agrees that the lease renewal will not take effect until we receive proof of renter's insurance. To avoid additional month- to-month fees, please e-mail or turn in a copy of insurance policy to the office as soon as possible.** Resident agrees that such liability insurance shall contain limits of not less than **\$100,000.00** per occurrence. Resident agrees to list the property, the Owner, and Owner's property management company as additional insureds to their renter's insurance policy.

Resident shall obtain and is solely responsible for carrying rental insurance to protect the Resident's property against any and all losses. Said insurance policy shall name the landlord as a loss payee in the event of damage to the Landlord's property caused by Resident' intentional or negligent actions. **Insurance carried by the Landlord does not cover any property of the Resident.**

Additional Interested Party information to be listed as:

**The Commons at Greenway Park**

**P.O. Box 3687 Coppel, TX 75019**

Resident hereby authorizes Owner or its representatives to release renter's insurance information, including policy limits, to other Resident in the event of a claim. Proof of insurance must be provided at the time of move-in, at each lease renewal, and upon request. Discontinuing insurance during the lease term may result in Resident's eviction from the property.



**17. ACCESS:** The Landlord shall have the right to enter the Rental Unit in order to inspect the premises; to make necessary or agreed repairs, decorations, alterations, or improvements; to supply necessary or agreed services; or exhibit the Rental Unit to prospective or actual purchasers, mortgagees, residents, workers, or contractors.

- a. The Resident shall not unreasonably withhold access to the Rental Unit. If the Resident refuses to allow lawful access, the Landlord may obtain injunctive relief to compel access, or may terminate the rental agreement. In either case, the Landlord may recover actual damages and reasonable attorney's fees, pursuant to Iowa Code §562A.35(1).
- b. Except in case of emergency or if it is impracticable to do so, the Landlord shall give the Resident at least twenty-four (24) hours' written notice of the landlord's intent to enter and shall enter only at reasonable times.
- c. A request by the Resident for the Landlord to enter and make repairs shall be deemed a consent to access and a waiver of the twenty-four hours' written notice.
- d. In the instance of the sixty day period when it is determined that tenancy shall not renew, Landlord shall be granted access to show the Rental Unit to prospective Resident. Landlord shall give Resident 24 hours' notice, which Resident shall not unreasonably withhold. If Resident cannot grant access for said showing, Resident shall offer alternate times between 9:30 a.m. and 5:30 p.m., Monday through Friday, excluding federal holidays.
- e. The Landlord may enter the Rental Unit without consent of the Resident in case of emergency.

**18. DEFAULT AND BREACH OF LEASE:** The Resident hereby acknowledges the legal obligation to pay rent on time each and every month, regardless of any other debts or responsibilities. The Resident also acknowledges the legal obligation to pay back rent owed. In addition to the Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and if Resident fails to pay the rent within three (3) days after notice by the Landlord of nonpayment, then the Landlord may terminate this Lease as provided by law.

If Resident fails to pay rent or other charges when due, uses the property for an impermissible or illegal purpose or in violation of applicable laws, abandons the unit or violates any provisions of this agreement, the addenda or the Community Policies, Landlord may terminate this Agreement and Resident' rights by giving Resident or any other occupant of the leased premises a notice to quit cure, or to vacate the leased premises, or whichever method as may be required by law.

Termination of the tenancy, whether initiated by the Landlord or not, does not terminate the Resident' contractual obligation to pay sums due under the lease. A Resident who vacates during the lease term is responsible for rent payments until the lease expires or the apartment is re-rented.

The Resident acknowledges that defaulting under the terms of this Lease could result in the filing of an action in District Court or the referral of the debt to a credit collection agency. In the event of litigation to enforce the provisions of this Lease, attorney's fees and court costs may be awarded to the prevailing party.

**19. EARLY TERMINATION FEE:** In addition to aforementioned rent, Resident will pay a non-refundable fee equivalent to one (1) month's rent or 25% of the remaining unfulfilled lease term, whichever is greater.

**20. CONDITION OF PREMISES:** Resident must keep the premises in clean condition and shall refrain from littering or allowing the accumulation of trash or debris in common areas.

**21. PETS:** NO PETS WILL BE ALLOWED ON THE PREMISES UNLESS A PET ADDENDUM HAS BEEN EXECUTED BY BOTH PARTIES. VISITING PETS ARE NEVER ALLOWED ON THE PROPERTY. The housing of pets will cause a penalty of \$30.00 per day per occurrence plus the cost of cleaning and damages, payable immediately. In addition,

such breach of the Lease shall be cause for termination of tenancy by Owner and/or suit for damages.





- 22. MOLD AND PESTS:** To minimize the occurrence, damage and growth of MOLD, ROACHES, BED BUGS or any other pests in the Leased Premises, Resident hereby agrees to the following:
- a. **MOISTURE:** Resident will avoid any unnecessary moisture. In so doing, Resident will mop up spills and thoroughly dry affected area; use exhaust fan in bathroom and fan in furnace when necessary; and keep climate in the Leased Premises at reasonable levels. Resident will use a dehumidifier if necessary.
  - b. **NOTICE:** Resident is to immediately notify management of the presence of a water leak, excessive moisture, standing water, mold growth, a malfunction in any part of the heating, air conditioning or ventilation system, or if there is the presence of any pests (roaches, bed bugs, mice, etc.)
  - c. **LIABILITY:** Resident shall be liable to Owner for damages sustained to the Leased Premises or for the Resident's failure to comply with lease terms.
  - d. **VIOLATION:** Violation of this paragraph shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.
- 23. BED BUGS:** If bed bugs are discovered at any time during the lease **the Resident must contact management immediately so that proper treatment can begin.** Failure to do so is a default of the lease, which subjects the Resident to eviction.
- a. The Resident agrees to comply with all steps deemed necessary to eradicate the bed bugs from the apartment.
  - b. The Resident is responsible for any and all costs associated with bed bugs treatments in the Resident's unit. Management will bill a Resident for any and all costs incurred through the treatment process. Management is not responsible for the cost of removal or replacement of a Resident's items, including but not limited to furniture, mattresses, pillows, bedding and clothing, or any cost to the Resident associated with the removal of bed bugs.
  - c. Management reserves the right to evict any Resident if two or more bed bug treatments are required during a six (6) month time span.
- 24. JOINT AND SEVERAL LIABILITY:** Each Resident is jointly and severally (individually) liable to Owner for the total rent due and for damages inflicted upon the leased premises. This means that if one Resident fails to pay rent or pay for damage done to the premises, any one of the other Resident or any number of other Resident may be held liable for the entire balance of the damage by Owner. Each of the undersigned states that she/he is of legal age to enter into a binding contract for lodging. All obligations in this lease are to be performed in the county where the apartment is located. Any clause in this contract or following attachment declared invalid by law shall not terminate or invalidate the remainder of this contract or attachment.
- 25. EXECUTION OF CONTRACT:** This contract is executed in multiple copies, one for the Resident and one or more for the Owner.
- 26. MOVE-IN INVENTORY FORM:** The move-in inventory and condition form must be completed within five days after the Resident moves in. Owner and Resident shall retain a copy. **IT IS THE RESIDENT'S RESPONSIBILITY TO COMPLETE AND RETURN THIS FORM.** In the event this form is not returned, it shall be deemed that the apartment is free of damages at the time of move-in and Resident shall be held liable for any cleaning and damage charges (normal wear and tear excepted) during Resident's occupancy and at time of move-out.
- 27. SPECIAL PROVISIONS:** Upon request, renewals can also receive a complimentary carpet cleaning voucher that must be used within 30 days of your renewal start date.



**28. GENERAL:** This contract, the Community Policies and all lease addendums are the entire agreement between the parties, and Resident acknowledges that no other oral or written agreement exists, either express or implied. This contract may be modified only in writing signed by all parties. Resident' statements in the rental application were relied upon by the Owner; any misinformation therein shall be considered cause for termination of Resident' right of occupancy.

PURSUANT TO A MANAGEMENT AGREEMENT, LLOYD PROPERTY MANAGEMENT CO. IS THE AGENT FOR THE PROPERTY OWNER IN ALL BUSINESS TRANSACTIONS. THIS IS A BINDING LEGAL DOCUMENT—READ CAREFULLY BEFORE SIGNING.

**I/We have read and agree to this entire rental agreement.**

<u>Dianna Ramirez</u> (Resident)	_____ Date	_____ (Resident)	_____ Date
_____ (Resident)	_____ Date	_____ (Resident)	_____ Date
_____ (Resident)	_____ Date	_____ (Resident)	_____ Date
_____ (Guarantor 1)	_____ Date	_____ (Guarantor 2)	_____ Date
_____ (Guarantor 3)	_____ Date	_____ (Guarantor 4)	_____ Date
_____ (Certified Property Manager Signature)	_____ Date		



### CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the least, Owner and Resident agree as follows: *(initial each paragraph)*

INTL: BS \_\_\_\_\_ Resident, any members of the Resident' household or a guest or other person under the Resident' control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

INTL: BS \_\_\_\_\_ Resident, any member of the Resident' household or a guest or other person under the Resident' control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

INTL: BS \_\_\_\_\_ Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

INTL: BS \_\_\_\_\_ Resident, any member of the Resident' household or a guest, or another person under the Resident' control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, whether on or near the dwelling unit premises or otherwise.

INTL: BS \_\_\_\_\_ Resident, any member of the Resident' household, or a guest or another person under the Resident' control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening, intimidating or stalking, assault, or the unlawful discharge of firearms on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other Resident or involving imminent or actual serious property damage.

INTL: BS \_\_\_\_\_ VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by substantial evidence of the type reasonably relied upon by property managers in the usual and regular course of business

INTL: BS \_\_\_\_\_ Resident, or any member of the resident's household, or a guest, or another person under the resident's control shall not engage in activities that constitutes **disturbance of the peace** to other Resident which includes loud music, loud parties, loud discussions, disagreements, or altercations. If complaints are received by other Resident or the police are dispatched it can result in **immediate termination** regardless of the reason but you will still be responsible for the term of your lease even though you will not be allowed to live in the community.

INTL: BS \_\_\_\_\_ In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

INTL: BS \_\_\_\_\_ This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident

### CRIME FREE LEASE ADDENDUM (CONT)

<u>Diagona</u> (Resident)	_____ Date	_____ (Resident)	_____ Date
_____ (Resident)	_____ Date	_____ (Resident)	_____ Date
_____ (Resident)	_____ Date	_____ (Resident)	_____ Date
_____ (Guarantor 1)	_____ Date	_____ (Guarantor 2)	_____ Date
_____ (Guarantor 3)	_____ Date	_____ (Guarantor 4)	_____ Date
_____ (Guarantor 5)	_____ Date	_____ (Guarantor 6)	_____ Date
_____ (Certified Property Manager Signature)	_____ Date		



**FOR OFFICE USE ONLY**

Property: **The Commons at Greenway Park**

Building:

Apartment: **269GP**

## Animal DNA Program

This addendum is an extension of the Animal Agreement and will be in effect for the same length of time as the Animal Agreement. A signed addendum is required in order to have a dog on the property. Failure to sign an addendum will result in the denial of any dogs being brought to the property, and/or the non-renewal of the lease agreement for existing residents.

Residents at this community will be required to provide all dogs for a DNA test upon bringing them to the community. The purpose of this test is to obtain a DNA sample which will be kept in a database by a third party. In the event that animal waste is found on the property a sample will be taken and sent in for comparison to the database. The responsible party will be charged a fine for not picking up after their dog. Each and every successful match, found outside, will result in a fine to the responsible party for \$200. Each and every successful match, found indoors in common areas, elevators, stairways, and/or hallways, will result in a fine to the responsible party for \$300. Multiple matches may result in the resident being asked to remove the dog from the property and/or eviction of the resident.

A record of unsuccessful matches will be kept and should they successfully match a future DNA sample the dog owner will be responsible for past fines. Unauthorized dogs are not allowed on the property. All dogs must be reported to the property manager and brought to the office immediately for an initial DNA test.

I agree I have read the addendum and understand that in order to have a dog on the property I must provide the dog for DNA sampling. Furthermore, I understand that any positive matches to the dog's DNA will result in fines and possible removal of the dog and/or the termination of my lease agreement with the property.

Dianna B. B. B.

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Certified Property Manager Signature)

Date





## VEHICLE ADDENDUM

This addendum to the Residential Lease Contract (this "Addendum") dated the **31st** day of **August, 2023** between Owner of **The Commons at Greenway Park** ("Owner") and **Diane Bermudez, Alejandro Bermudez** ("Residents") for the premises located as **269 NW Greenway Place Waukegan, IA, 50263** (the "Leased Premises"). All capitalized terms used by not defined herein shall have the meaning set forth in the Residential Lease Contract. A "Rentable Item" shall be considered a garage, storage location, or underground parking spot only.

Vehicle Information					
Year:	Make:	Model:	Color:	Plate #:	State:
Year:	Make:	Model:	Color:	Plate #:	State:
Year:	Make:	Model:	Color:	Plate #:	State:
Parking/Storage Information					
Storage #(s):	Garage #(s):	Parking Permit #(s):			
Storage Rent:	Garage Rent:				

### RENTABLE ITEMS POLICIES

- Residents agree to rent the herein described premises at the rate of     and/or     per month. Failure to pay in full will be considered partial payment of the total rent due. Rent is due and payable on or before the 1st of the month, with payment of rent for the Leased Premises. Rent paid after the **5th** of the month will be considered delinquent and assessed a **\$100.00** late fee.
- Failure to pay rent before the **6th** of the month will result in a 30-Day Notice to terminate this agreement.
- Any items shall be deemed abandoned if not removed within ten (10) days after termination of the Residential Lease Contract. Upon such abandonment, Owner may remove all personal property therein and sell it at public sale and the proceeds from the sale thereof may be applied to the expenses for removal, advertisement of sale, and for lost rental revenues.
- This addendum will be concurrent with the term of the Residential Lease Contract and terminates upon the termination of occupancy of the Leased Premises.
- To the extent allowed by applicable law, Owner shall not be liable for any damage or loss to personal property, motor vehicles of, or the contents of motor vehicles of, Residents, any member of Residents' household, occupants, guests, invitees, or other persons. Failure of Residents, any member of Residents' household, occupants, guests, invitees, or other persons to follow Community Rules and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner. The location and number of any parking space(s) assigned to Residents may be changed at any time at the sole discretion of Owner.

**Owner/Representative is not responsible for damages to car, stolen items, garage doors, electric vehicle charging stations and or damage caused by using electric car charging station (where applicable). Person(s) requesting personal electric vehicle charging stations must obtain permission from property manager and once permission is obtained resident is responsible for all charges associated with installation and charging.**

### Standard Parking Policies

- Residents agree vehicle(s) must be registered and insured as required by state and local law. Inoperable and/or illegally parked vehicles will be towed at vehicle owner's expense.
- Vehicles must be operating on a weekly basis. Inoperable vehicles are considered but not limited to those vehicles not driven regularly, those with flat tires, not mechanically fit or properly registered.
- Auto repairs are not permitted on the premises.
- Music and noise from vehicles must be kept at a minimum to avoid disturbing other residents.
- Residents are responsible for maintaining the parking stalls free of oil spills or other fluid leaks.



6. Parking spaces may not be used for storage of any kind.
7. Guest parking is limited to: Open uncovered spaces, Street Parking, Off Premises, Designated Guest Parking, Parking Garage, and By Permit.
8. Vehicles stopped, parked or double parked in handicap spaces (without displaying appropriate permits), fire hydrant restricted areas, non-designated parking areas, red zones, other residents' assigned spaces or rental office parking may be subject to citations and/or towing at the vehicle owner's expense, as allowed by applicable law.
9. Assigned spaces can be changed at any time at the discretion of the Owner.
10. Speed limits are 5 miles per hour miles per hour throughout the community.
11. Residents acknowledge that Owner does not provide insurance to cover vehicles or their contents

**Owner/Representative is not responsible for damages to car, stolen items, garage doors, electric vehicle charging stations and or damage caused by using electric car charging station (where applicable). Person(s) requesting personal electric vehicle charging stations must obtain permission from property manager and once permission is obtained resident is responsible for all charges associated with installation and charging.**

Diagona  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

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(Resident)

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(Resident)

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Date

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Certified Property Manager Signature)

\_\_\_\_\_  
Date



## RENTER'S INSURANCE ADDENDUM

**OWNER WILL NOT BE LIABLE:** Owner will not be liable for any damages or losses to person or property caused by other Residents or other person (such as guests intruding, or trespassing). Owner shall not be liable for personal injury or damage or loss to Residents personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, act of God or other causes whatsoever. Owner requires Resident secure his/her own insurance to protect self against all the above occurrences. Owner requires a minimum liability coverage, with defined policy, of **\$100,000.00** personal liability coverage. Resident agrees to list this property as an additional interested party to their renter's insurance policy. Resident agrees to test smoke detectors at least monthly, to replace batteries when needed and to report inoperable detectors immediately. Resident authorizes Landlord to release renter's insurance information to other residents in the event of a claim.

Under the terms of the owner/Resident lease agreement and defined coverage amounts within this addendum and any other lease documents, the owner can/will track personal property liability coverage and policy activeness. Should the Resident fail to keep their renter's insurance policy and personal liability coverage active, owner has authorization to place supplemental insurance coverage on the property. This coverage, otherwise referred to as Landlord Placed Resident Liability (LPTLI), will supplement the cost of liability insurance. This coverage falls within the parameters outlined in the above agreement from a liability perspective but does NOT contain resident personal contents. In the event such coverage is provided to the Resident, Landlord shall be authorized to pass through the charge of Resident an amount equal to the insurance premium applicable to the LPTLI coverage as additional rent, which shall be payable by Resident to Landlord along with Resident's other rental obligations due under the lease.

Resident Acknowledges. Resident hereby acknowledges as follows:

- A. Landlord will be the "insured" under the LPTLI, which specifically provides coverage for on-premises bodily injury and property damage up to the limits of liability set forth therein.
- B. Coverage under LPTLI may only apply to liability arising at the Leased Premises and does not apply to liability arising away from the Leased Premises.
- C. Landlord makes no representations or warranties as to the cost of coverage under the LPTLI. Resident may, at any time, obtain alternate renter's insurance coverage of Resident's choice, so long as it satisfies the requirements set forth in the Renter's Insurance Addendum.
- D. Failure to maintain the above coverage agreements may result in eviction.

### Additional Interested Party information to be listed as:

The Commons at Greenway Park

P.O Box 3687 Coppell, TX 75019

Documents can be submitted via email to [RentersAIP@yardi.com](mailto:RentersAIP@yardi.com), only PDF format documents will be allowed.

Resident hereby authorizes Owner or its representatives to release renter's insurance information, including policy limits, to other residents in the event of a claim. Proof of insurance must be provided at the time of move in, at each lease renewal, and upon request. Discontinuing insurance during the lease term may result in Tenant's eviction from the property.

Dianna Gomez  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

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(Resident)

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(Resident)

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Date

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(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Certified Property Manager Signature)

\_\_\_\_\_  
Date





## LEASE ADDENDUM PERMISSION TO ENTER IN THE EVENT OF DEATH OR INCAPACITATION

Resident: Diane Bermudez, Alejandro Bermudez

Address: 269 NW Greenway Place Waukeg, IA, 50263

This addendum is hereby made a part of the original Lease Agreement dated August 31, 2023 together with all renewals thereof. In the event of Resident's death, or if Resident becomes temporarily or permanently incapacitated, Resident hereby authorizes Owner to allow the following person(s) access to the Leased Premises and to remove Resident's property from the Leased Premises:

Name: Libier Bermudez	Phone #: ((51) 5) -441-2013
Name:	Phone #:
Name:	Phone #:
Name:	Phone #:
Name:	Phone #:
Name:	Phone #:

Resident hereby releases Owner from and agrees to indemnify and hold owner harmless with respect to, any and all claims, liabilities, actions, losses, etc. which may in any manner arise from any action which owner takes consistent with this Addendum, including by way of example and not by way of limitation, the removal of any items of property from the Leased Premises.

This Addendum supersedes all previous Addendums which address the same subject matter as this Addendum. This Addendum may not be waived, modified or superseded orally or in any form other than by a new Addendum signed and delivered by Resident to Owner. This Addendum shall be binding upon Resident and Resident's heirs, legal representatives, successors and assigns. In the event there is more than one individual who has signed the Lease Agreement as "tenant" or "resident", this Addendum shall not be effective unless all such individuals have signed Addendum in effect.

Diane Bermudez

Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Certified Property Manager Signature)

Date







FOR OFFICE USE ONLY


BLDG.

APT: 269GP

## Pet Agreement

This agreement entered into this 31st day of August, 2023, by and between The Commons at Greenway Park, Owner, and Diane Bermudez, Alejandro Bermudez, Resident, in consideration of their mutual promises agrees as follows:

1. Resident has received permission from the Owner to keep the pet(s) of the following breed(s) bichon mix, and named Oliver, at 269 NW Greenway Place, #269GP Waukeg, IA 50263. Listed pet(s) will be the only pet(s) allowed. Housing of unauthorized pet(s) will result in penalties of \$30.00/day and an infraction. No pet is authorized until the DNA sample is obtained. You will have 3 days to bring your pet(s) to the office to have the DNA test swab completed.
2. This Agreement is an Addendum to and part of the Rental Agreement and/or lease between Owner and Resident beginning on 11/01/2023. In the event of default by Resident of any of the terms of this Agreement, Resident agrees, upon proper written notice of default from Owner, to cure the default, remove the pet, or vacate the premises. Vacating the premises shall not cause a termination of the Rental Agreement or relieve Resident of any of its responsibilities under the Rental Agreement. Resident agrees that, at any time, Owner may revoke permission to keep said Pet on the premises by giving Resident written notice.
3. **BASIC GUIDELINES:**
  - (1) **No more than 2 animals per apartment will be allowed.**
  - (2) The following types of common household pets will be permitted at this property:
    - a. Dog
      1. Maximum number: 2
      2. Dogs must be at least 6 months old.
      3. Must be housebroken.
      4. Must be spayed or neutered.
      5. Must have all vaccinations.
      6. Must be licensed.
    - b. Cat
      1. Maximum number: 2
      2. Cats must be at least 6 months old
      3. Must be spayed or neutered.
      4. Must have all required vaccinations.
      5. Must be trained to use the litter box.
      6. Must be licensed.

Initials: 





- c. Birds
  - 1. Maximum number: 0
  - 2. Must be maintained on management approved stand.
- d. Fish
  - 1. Maximum aquarium size is 20
  - 2. Must be maintained on a management approved stand.
- e. **Rabbits, Gerbils, Guinea Pigs, Hamsters, Hedgehogs, Sugar Gliders, Turtles, Lizards, and non-poisonous Frogs (Individual animals count towards the maximum of two animals per apartment allowed.)**
  - 1. Pet must fit in a 20-gallon aquarium/cage
  - 2. Cage must be cleaned and maintained on a regular basis
  - 3. **\$100.00** non-refundable pet fee required.

(3) No other kinds of pets may be kept by the resident on the premises of this property.

(4) Any resident residing at this community prior to the implementation of these policies who has more than the allowable number of pets permitted under this rule will be permitted to keep those pets. However, any pets exceeding the allowable number cannot be replaced subsequent to the implementation date of these policies shall comply with these guidelines.

1. **PET RENT:** Resident agrees to pay **\$50.00** as a **1 time charge for the DNA testing of each dog**. Resident agrees to **\$40.00** as additional rent for the pet(s). This pet rent is due on or before the 1st of each month, along with all other rents, charges and payments due under the Rental Agreement. Should the Owner not receive the pet rent, rent payment or any other charge due and owing by 5:00 p.m. on the **4th** day of each month in which due, Resident shall pay to Owner a **\$50.00** late fee, plus an additional **\$50.00** per day as liquidated damages until all amounts are paid in full.

**Non-Refundable Pet Fee:** Resident agrees to pay Owner the sum of \$ **300.00**, receipt of which is hereby acknowledged. This \$ **300.00** fee is non-refundable. Resident's liability for the damages caused by his/her pet is not limited to the amount of the fee listed above and the resident will be required to reimburse the property for the real cost of any and all damages caused by his/her pet where they exceed the amount of the non-refundable fee of \$ **300.00**.

**UPON MOVE OUT:** Residents will assume responsibility for ALL pet damages including carpet cleaning and treatment, and/or replacement of pad and carpet if deemed necessary by a 3rd party carpet cleaner, excessive hair removal, fumigation, infestation, damaged wood work, cabinets, doors, and damaged blinds. Infestation of a unit by fleas carried by his/her pet shall be the responsibility of the resident. Infestation of adjacent units or common areas attributable to a specific pet shall be the responsibility of the resident who shall be liable for the cost of correcting the infestation.

2. **VET RECORDS:** Resident pet owner agrees to provide veterinary records showing the age, shots received, proof of declawing or claw tipping and proof of spay or neuter records. Resident pet owner agrees to maintain pet in healthy condition and to update veterinary records on an annual basis. On demand, Resident shall provide proof of current rabies vaccination to Owner.

### 3. PET RULES

#### (1) Dogs and Cats

- a. Dogs and cats must be maintained within the resident's unit. When outside, the pet must be kept on a leash and under the control of the resident at all times. Under no circumstances will any cat or dog be on a leash or rope be unattended at any time. Leashes or ropes may not encroach upon neighbor's space and may not be attached to any part of the building, deck, patio or landscaping. Under no circumstances will any cat or dog be permitted in any common area other than to take them outside and to return to the apartment. Resident shall assume sole responsibility for the liability arising from any injury sustained by any person or pet attributable to their pet and agree to hold the owner and management harmless in such proceedings.
- b. All animal waste must be picked up immediately by the resident and disposed of in a sealed plastic bag and placed in the appropriate place. Cat litter must be changed at least twice a week. Dogs are allowed outside on a leash in order to complete their bodily functions, while under the control of the resident at all times. It is the responsibility of

Initials: 





the resident to pick up after their pet immediately. Infractions and fines will be issued for non-compliance and may ultimately result in eviction.

**All damage to property, grounds or landscaping caused by animals will be the responsibility of the resident. This includes damages caused by animals repetitively completing bodily functions in the same area. Residents will be held accountable during the time of residency as well as at the time of move out.**

- c. **NEVER DISPOSE OF CAT LITTER BY FLUSHING DOWN THE TOILET.** Charges for unclogging toilets or clean up of common areas required and attributable to pet nuisance shall be billed to and paid by the resident. Cat litter must be disposed of in an exterior dumpster. **CAT LITTER MAY NEVER BE DUMPED DOWN THE TRASH CHUTE. DUMPING CAT LITTER IN THE TRASH CHUTE WILL RESULT IN AN IMMEDIATE EVICTION.**

(2) Birds

- a. Must be kept caged at all times.
- b. Waste must be disposed of in sealed plastic bags and placed in a trash bin.
- c. Excessive noise will not be permitted.

(3) Fish

- a. Water damage to walls, flooring or the ceiling of the unit below caused by breakage or spillage from the aquarium shall be the responsibility of the resident who will be billed for repair costs, as required.


(4) **Rabbits, Gerbils, Guinea Pigs, Hamsters, Hedgehogs, Sugar Gliders, Turtles, Lizards, and non-poisonous Frogs (Individual animals count towards the maximum of two animals per apartment allowed.)**

- a. Pet must fit in a 20-gallon aquarium/cage
- b. Cage must be cleaned on a regular basis

(5) Resident agrees to comply with all applicable city laws and regulations, such as, but not limited to, licensing, leash law, waste pick up, etc. **Please consult the Property Manager for a full listing of laws and regulations.**

4. **NUISANCE & REMOVAL:** Management reserves the right to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

- (1) Resident shall not permit the pet to cause any damage, discomfort, annoyance, harm or any inconvenience which may cause complaints from any other residents, such as excess barking, not picking up waste, not cleaning litter box on a regular basis, physical threats or aggression to other tenants, pets, guests or staff or repeated problems with vermin, pests, parasites, mice, cockroaches or flea infestation.
- (2) Resident acknowledges that other residents may have chemical sensitivities or allergies related to pets or are easily frightened by such animals, the resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.
- (3) The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified of such a nuisance in writing by management and shall be given not more than three (3) days to correct such nuisance.
- (4) Consistent with local and state ordinance, management shall take appropriate steps to remove a pet from the premises in the event that the resident fails to correct such a nuisance within the three (3) day compliance period.
- (5) Resident agrees to remedy any emergency situations involving pet (e.g. attack by pet on a staff member, another resident, guest or another resident pet), and any other situations which may affect the health and safety of other residents (e.g. excessive smell, waste build up) within 24 hours. Owner retains the right to require, in its sole discretion, that Resident muzzle its pet, or permanently remove it from the premises in the event of such situations.
- (6) Any pet left unattended for 12 hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the SPCA or other appropriate authority. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Resident's unit to allow such authority to remove the animal from the premises. The Owner accepts no responsibility for any Pet so removed.
- (7) In the event of a resident's sudden illness or death, the resident agrees that management shall use discretion with respect to the provision of care for the pet and will adhere to the Certification of Responsibility for Pet Agreement signed by the resident, while at the expense of the resident.

Initials: 





- (8) Unwillingness on the part of named caretakers of a pet per item #7 of this section to assume custody of the pet shall relieve management of any requirement to adhere to any written instructions with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with federal guidelines

**Resident agrees to DNA testing of all dogs and agrees to pay the fine up to \$300 upon DNA proof of their animal waste in common areas, lawns, etc. This fine is due immediately upon receipt of DNA proof. There are no exceptions.**

Resident agrees to indemnify, defend, and hold Owner harmless from and against any and all costs, expenses, claims, actions, suits, judgments, and demands incurred as a result of property damage caused by Resident's pet or brought by any other party on account of or in connection with any activity of or damage caused by the Resident's pet. Resident pet owner has read and agrees to comply with the Pet Agreement, which is herein incorporated by reference, and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by Owner. In the event of any conflicts between this Pet Agreement and any other document, the terms of this Pet Agreement shall prevail.

*Diane Bermudez*

\_\_\_\_\_  
Diane Bermudez(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alejandro Bermudez(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Resident)

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(Resident)

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\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Certified Property Manager Signature)

\_\_\_\_\_  
Date





## Certification of Responsibility for Animal and Service/Support Animal (CRSAA)

### THE COMMONS AT GREENWAY PARK

In the event of any sudden illness or death, Residents agree that management shall contact the following individuals to request that they provide care for or remove all animals from my/our apartment. Unwillingness on the part of named caretakers within the CRSAA to assume custody within twelve (12) hours of notification will relieve management of any requirement or liability to adhere to the CRSAA. Should an animal effectively become abandoned, Owner shall contact the local Animal Rescue League and arrange for a transfer of the animal(s) to the organization's care.

FIRST CONTACT	
NAME:	PHONE NUMBER:
Libier Bermudez	((51) 5) -441-2013
ADDRESS:	

SECOND CONTACT	
NAME:	PHONE NUMBER:
ADDRESS:	

THIRD CONTACT	
NAME:	PHONE NUMBER:
ADDRESS:	

FOURTH CONTACT	
NAME:	PHONE NUMBER:
ADDRESS:	

Libier Bermudez  
(Resident)

\_\_\_\_\_  
Date

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(Resident)

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(Resident)

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Date

\_\_\_\_\_  
(Certified Property Manager Signature)

\_\_\_\_\_  
Date





## SMOKE-FREE LEASE ADDENDUM

Resident and all members of Resident's family or household are parties to a written lease with Management. This addendum states additional terms, conditions, and rules to Resident's occupancy. A breach of this Lease Addendum shall give Management all of the rights contained herein as well as the rights in the Apartment Lease. Resident agrees as follows:

**1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs in the apartment complex from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a smoking building.

**2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, vaping tool(s), or other tobacco product or similar lighted product in any manner or in any form.

**3. Smoke-Free Complex.** Resident agrees and acknowledges that the premises to be occupied by Resident, and members of Resident's household, have been designated as smoke-free. Resident, members of Resident's household, and guests are not permitted to smoke anywhere in the premises rented by Resident, or the building where the Resident's apartment is located, or in any of the common areas or adjoining grounds located within 25 feet from property or other parts of the rental premises and grounds. This includes deck/patio areas, entrances and garages. Resident agrees and acknowledges that this policy applies to all coming to Resident's apartment or the building because of Resident, shall be a breach of this lease and grounds for termination of Resident's occupancy agreement. Resident agrees to inform guests and visitors to Resident's premises of these policies and to use reasonable efforts to secure resident's guests' and visitors' compliance with this policy even if it extends to conduct by Resident's guests and visitors outside Resident's apartment.

**4. Medical Marijuana.** Our communities are smoke free regardless of substance or purpose and you still must maintain a 25-foot distance from property when smoking. Cultivating marijuana is prohibited at all of our communities.

**5. Disclaimer by Management.** Resident acknowledges that Management's adoption of a smoke-free housing option, and efforts to designate the apartment community as smoke-free, does not in any way change the standard of care that a landlord or managing agent would have to a tenant household or render buildings and premises designated as smoke-free any safer, habitable, or improved in terms of air quality standards than any other rental premises. Management specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other residential property. Management cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Management's enforcement of this Addendum is dependent in large part on the voluntary compliance of residents. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Management does not assume any higher degree of liability, responsibility, or duty of care to such residents other than to take reasonable steps to enforce this Addendum.

**6. Acknowledgement.** Resident acknowledges that this Smoke-Free Lease Addendum has become a requirement at an apartment community where smoking has been permitted in the past Management agrees, however, to take reasonable steps to require all residents under term leases to sign new leases at the time of lease renewal that contain this Smoke-Free Lease Addendum.

Dianna  
(Resident)

\_\_\_\_\_  
Date

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(Resident)

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Date

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(Resident)

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Date

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(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Certified Property Manager Signature)

\_\_\_\_\_  
Date





## **UTILITY ADDENDUM**

This document is an Addendum and is part of the Rental/lease dated **11/01/2023** between **Diane Bermudez, Alejandro Bermudez** and **The Commons at Greenway Park** for the premises located at **269 NW Greenway Place Waukee, IA, 50263**

**1. Resident Not the Direct Customer of Record.** The following provision applies to utilities which are the Resident's responsibility, but of which Landlord is the utility's customer of record.

- i. **RUBS Formula Billing Used:** Resident will be billed Resident's share using an Occupant formula, which is calculated by comparing the number of occupants residing in Resident's unit as compared to all occupants in all units in the complex as of the first day of the month. Resident represents that all occupants that will reside in Resident's unit are identified in the unit lease. Resident agrees to immediately notify Landlord at any change in the number of Occupants.

**2. Water and Sewer Charges.** To calculate Resident's share for water and sewer, all related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord. Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates.

**3. Pest and Trash Removal Charges.** To calculate Resident's share for pest and trash removal, all related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) related charges contained on tax bills, and all charges contained on the local provider's bills to Landlord. Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates.

**4. Utility Billing Service.** Landlord currently uses the services of **Multifamily Utility Company**, Resident Services, and P.O. Box 9419, San Diego, CA 92169-0419 to bill for utilities. Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be given notice by Landlord. The Utility Billing Company is not the utility provider. **Resident Questions and Concerns Regarding Utility Billings may be addressed to Multifamily Utility 1-800-501-6820.** **Utility Billing Statements.** Resident will receive monthly billing statements. Billing statement amounts are to be paid in full to **The Commons at Greenway Park**. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of lease and grounds for termination of the tenancy. All monetary amounts due under this Utility Addendum are deemed additional rent. Utility billings will be prorated as necessary.

**5. Payment from Security Deposit.** Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Landlord reacquires possession of the unit, may be deducted from the Resident's security deposit. If actual amounts have not been determined before Landlord provides Resident with an accounting of Resident's security deposit, Landlord may estimate the amount based on prior consumption or until actual numbers become available.

**6. Utility Payment.** Resident must make payment in full to **The Commons at Greenway Park** in the amount of the utility charges. This amount is to be added to the resident's monthly rental payment. In addition to the foregoing, Resident will also be charged for the following:

- A. An Account Setup Charge of \$ **10.00**
- B. A Monthly Billing Charge of \$ **5.00**
- C. A Monthly Pest Charge of \$ **0.00**
- D. A Monthly Trash Removal Charge of: \$ **10.00**
- E. A Final Bill Charge of \$ **10.00**
- F. A Final Bill for Pest Control of \$ **0.00**
- G. A Final Bill for Trash Removal of \$ **10.00**

**UTILITY ADDENDUM CONTINUED ON NEXT PAGE**



### **UTILITY ADDENDUM CONT.**

Landlord and Resident agree that the actual cost to Landlord and/or Utility Billing Company when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or Utility Billing Company does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Landlord and Resident agree that if the payment is received after the enumerated due date then they will be charged a fee of \$ **10.00**.

**7. Common Areas.** Resident/s understand/s that this property may charge residents for some or all of the utility charges incurred in the common areas. The utility charges and/or fees are the responsibility of the resident/s and will be included on their bills. The Monthly Billing Charge will increase annually based on the master agreement with the property.

**8. No Waiver.** Landlord's waiver of any covenant of this Utility Addendum, or the lease will not constitute a waiver of any other breach of this Addendum or of the lease Landlord's acceptance of rent or any other payment with knowledge of Resident's failure to pay utility charges does not waive Landlord's right to enforce any provision of this Utility Addendum or the lease. No waiver will exist unless made in writing and signed by both Resident and Landlord.

IN WITNESS WHEREOF, Landlord and Resident have signed this Utility Addendum as of the day and year written herein below.

*Dianna [Signature]*

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Certified Property Manager Signature)

Date





## MIDAMERICAN ENERGY CONFIRMATION FOR NEW RESIDENTS

THE COMMONS AT GREENWAY PARK

Utilities Addendum

**August 31, 2023**

Resident(s): **Diane Bermudez, Alejandro Bermudez**

Address: **269 NW Greenway Place Waukee, IA, 50263**

MidAmerican Energy: 1-888-427-5632

MidAmerican Energy must be contacted to have the bill placed in your name as of: **11/01/2023**

**269 NW Greenway Place Waukee, IA, 50263**

An account number or verification number will be required before receiving keys to your new home. Your new address is:

I agree that as of **11/01/2023**, the appropriate utilities will be transferred into my name and I will be responsible for the cost through the end of my current lease term. Failure to do so will result in my responsibility to repay to the property any cost accrued from the start of the initial lease term until the transfer is completed. At such time if I have signed a lease renewal I will continue to be responsible for this cost through the end of my renewal term. If at any time I choose to enter a 60 day by 60 day lease status, or I choose to give notice to vacate, I will continue to be responsible for this cost until the time that a proper notice has been fulfilled and I have vacated the apartment based on the terms of my lease. At that time I also agree that I will call and have the services transferred back into the property's name as of the final day of my lease terms. Failure to do so will result in my responsibility to pay the cost until the transfer is completed.

**MidAmerican Energy can be contacted at 1-888-427-5632**

*Diane Bermudez*

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Certified Property Manager Signature)

Date





## Rent Payment Policy

**The Commons at Greenway Park** strictly enforces our rent payment policies. Please use the following guideline when budgeting for your monthly rent payment.

- **RENT IS DUE ON THE 1ST OF EVERY MONTH**

- We will allow payment until the **5th** at 5:00 p.m. with no late fee penalties.
  - A late off of **\$20.00 per day (maximum of \$100.00 per month)** after the 5<sup>th</sup> day of the month shall apply to rent unpaid when due. Late fees are payable to the Landlord under the Residential Lease Agreement and the parties specifically agree that late fees shall be considered Rent.
  - If you are unable to pay rent on time you must contact management by the **4th** and work with them on a payment arrangement schedule.

- **PAYMENT ARRANGEMENTS WILL BE ACCEPTED MONDAY THROUGH FRIDAY ONLY.**

- You must have a zero balance on your account from the previous month in order to make a payment arrangement.
- No payment arrangements can be made on the weekend.
- In order to make payment arrangements, you must have at least 1/3 of the monthly rent paid on or prior to the **5th** of the month.
- Payment arrangements must be made in person and not over the phone.
  - If 1/3 of the monthly rent is not paid by the **5th** of the month, an eviction will be served.
- **THE REMAINDER OF THE BALANCE ON YOUR ACCOUNT MUST BE PAID IN FULL NO LATER THAN THE 15TH OF THE MONTH.** If the **15th** is on a weekend, payment must be received by the last day of the previous business week.
- Payment in full (including all late fees and eviction fee) will be due immediately to be able to remain in your apartment.

## THERE ARE NO EXCEPTIONS!

I understand and agree with the rent payment policy as noted above.

*Diagona*

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Resident)

Date

(Certified Property Manager Signature)

Date