

The Madison
4912 Mortenson Road
Ames, IA 50014
(515) 292-0229 P
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The Madison - RENTAL APPLICATION

Date of Application: 05/28/2021

Property: The Madison

Floorplan: 3x3

Move in date: 08/09/2021

Lease Length: 12

How did you hear about us? Apartment Finder

PRIMARY APPLICANT INFORMATION

First Name: Andrew

Middle Name: Khac

Last Name: Vo

Gender: M

Date of Birth: 11/03/1999

Social Security Number: *****8342

ID Type: Passport Number

Identification Number: B9796406

Expiration Date: 12/09/2024 **License State/Province:** IA

Phone Number: (563) 424-6517 **Email Address:** vohi01@luther.edu

Permanent Street Address: 1902 Nguyen Ngoc Vu St

City: Hanoi

State: Hanoi City

Zip Code: **Current Street Address:** 700 College Drive, Spo 2664

City: Decorah

State: IA

Zip Code: 52101

VEHICLE INFORMATION (IF APPLIES)

Vehicle Make:

Model:

Color:

Year:

Plate Number:

State:

Acknowledgment: You declare that all your statements on this Application are true and complete. You authorize us to verify same through any means, including consumer reporting agencies and other rental housing owners. You acknowledge that you had an opportunity to review our rental selection criteria, which include reasons your application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you do not meet our rental selection criteria or if you fail to answer any question or give false information, we may reject the application, retain all application fees and administrative fees. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you. *By submitting this application, I acknowledge and authorize a criminal background screening will be run for all primary applications and a credit screening will be run for all guarantor applications.*

Right to Review the Lease: Before you submit an application or pay any fees or deposits, you have the right to review the Rental Application and Lease, as well as any Community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Lease and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to an original of the Lease after it is fully signed.

Resident Signature

Date

The Madison
4912 Mortenson Road
Ames, IA 50014
(515) 292-0229 P
F

The Madison - OFFER TO RENT

I, Andrew K Vo agree that the rental rate structure below reflects any written or verbal agreement between myself and The Madison to sign a lease starting 08/09/2021 and ending 07/23/2022 as of 05/28/2021.

All incentives, with the exception of waived fees, deposits, or premium amenities, will be received within 30 days following move in if all conditions for receipt of the incentive are met. Failure to receive the incentive does not terminate the Lease.

I must have my file complete, in accordance with the Rental Criteria, within 7 days of signing the Lease in order to receive any incentive.

In accordance with the Lease and any additional addenda, I understand the Installment breakdown due monthly will be as follows:

+\$424.00	Rent
+\$11.95	Additional Rent - Mitigated Risk
+\$4.00	Water & Sewer
+\$2.00	Utility - Trash Removal
= \$441.95	Installment Due Monthly
X 12	<i>Number of Installments in Lease Term</i>
= \$5,303.40	Total Contract Amount

Total Rent due during Lease Term, in accordance with Section 6 outlined in the Lease.

**This total covers your base monthly installment due and allows you to see your full base due during the Lease term (Monthly installment x 12). If Resident elects to be all inclusive, any possible utility overages are still applicable. All Residents are subject to additional lease fines or citations that are noted in the Lease and other addenda.*

***Resident must have this offer to rent in order to claim and receive an incentive.*

Resident Signature

Date

The Madison - LEASE AGREEMENT

Date of Lease Agreement: 05/28/2021

This is a binding contract. Please read carefully before signing.

This lease should be read in conformity to Iowa Code 562A.

MOVING IN – GENERAL INFORMATION

1. **PARTIES.** This Lease ("Lease") is between you, the resident (list all people signing this Lease): Andrew K Vo ("Resident") and us, the owner agent: RSS CSAIL 2016-C5 - IA VA, LLC ("Landlord," "us," or "we"), whose address is 4912 Mortenson Road Ames, IA 50014. The terms "you" and "your" or "Resident" refer to Resident. The property that is the subject of this Lease is described as follows:

An undivided interest in a bedroom ("Bedroom") that is part of a unit of bedrooms ("Unit") within the floor plan 3x3 at The Madison, located at 4912 Mortenson Road Ames, IA 50014 ("Community"). Landlord will identify the exact Unit in a written notice to Resident prior to the beginning of the Lease Term (as defined herein), together with the right to use, in common with others residents of the Unit, any furniture, appliances, or personal property provided by Landlord in such Bedroom and Unit, and any common kitchen, balcony, patio, attached garage, storeroom, or other common areas in the Unit (the "Unit Common Areas," and together with the Bedroom, the "Leased Premises" or "Unit"). Resident shall also have the right to use, in common with other residents of the Community, swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, stairs, passageways, parking areas, meeting rooms and other areas of the Community intended for use by all residents of the Community and in which no resident has the right of exclusive possession.

Prior to moving, you will be notified of your assigned Unit and Bedroom. Per section 2, this assignment is subject to change before or during the term of this Lease. If this Lease is for a Double Occupancy Bedroom, you and your roommate will be required to sign a separate *Rental by the Bedroom Addendum*.

Written notice delivered by mail, electronic communication or hand delivery to or from the Community's manager ("Manager"), constitutes notice to or from us. However, if you wish to receive notice only in paper form, you may elect to do so by requesting that we provide notice to each other by paper form only. If electronic delivery is used, the sender shall retain sufficient proof of electronic delivery, which may be an electronic receipt of delivery, confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic deliver. If anyone else has guaranteed performance of this Lease, a separate Guaranty Agreement for each guarantor is attached. Any such guarantor is referred to herein as "Guarantor."

2. **OCCUPANTS.** The Resident agrees that the Leased Premises are to be occupied only by those specifically named in the Resident's application and no one else other than a Roommate(s) (as defined herein). Resident agrees that there will be no more than one person per bedroom in the Unit. All occupants must complete and submit a rental application. If any other person resides with the Resident without prior written authorization from the Landlord, the Landlord may, at its sole option, declare this Lease agreement in default and seek all remedies available to Landlord under Iowa Code chapter 562A. The Resident further agrees that this Lease cannot be assigned or the Unit sublet by said Resident either in whole or in part without specific prior written approval of the Landlord and any attempt to do so without Landlord's prior written consent shall constitute a default hereunder. Although Resident may have visitors occasionally, it is understood that occupancy of the Leased Premises is expressly reserved for the Resident and his or her Roommate(s) only, and any persons occupying the Leased Premises as a guest for more than a three (3) day period during any one (1) month period, in whole or part, during the term of this Lease shall be deemed unauthorized, resulting in a breach of this lease. The occupancy of the Leased Premises by an unauthorized guest in excess of said one (3) day period shall be deemed a violation of the Lease and the Landlord shall be entitled to declare the lease in default, provide tenant with written notice of default and terminate the lease agreement if not cured in seven (7) days.

ROOMMATES. The persons occupying the other exclusive spaces within the Unit (collectively referred to as the Roommates) will also be allowed to reside in the Unit. Resident acknowledges that Landlord has the right to assign a Roommate to the Unit before or during the term of this Lease and the Resident's right to occupy the Unit Common Area is only as a co-occupant with the Roommates,

all of whom have executed separate Resident Lease Agreements with Landlord.

RELOCATION. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular dwelling. If we receive a joint request from you and another resident in your Unit to exchange bedrooms within **10 days** after Lease Commencement (as defined herein), and you comply with our procedures and required documentation, you may change bedrooms with another resident in your Unit without being subject to a transfer fee. If a request is not timely made, a transfer fee of \$400.00 will be due. Transfer at your request to a bedroom other than the one you initially agreed to occupy may be made only with our prior written approval. For purposes of operating efficiently and harmoniously, and subject to applicable laws, we reserve the right at any time, upon **fourteen (14) days** prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Community. We will assist you in moving your personal property and pay for rekeying if we require transfer.

3. LEASE TERM. The initial term of the Lease ("Lease Term") begins on 08/09/2021 ("Lease Commencement") and ends at 10AM on 07/23/2022("Expiration Date").

4. SECURITY DEPOSIT. The total security deposit for Resident is \$200.00 ("Security Deposit"), which amount does not exceed the amount of two months' rent and is due on or before the date this Lease is signed. This amount does not include an animal deposit, which will be stated in a separate Animal Addendum.

USE OF SECURITY DEPOSIT. If Resident shall default with respect to any covenant or condition of this Lease, Landlord may, in its discretion, without prejudice to any other right or remedy of Landlord provided in this Lease, cure the same and Resident shall reimburse Landlord for the cost thereof on demand. Landlord may, in its discretion, apply the whole or any part of the Security Deposit to the payment of any sum in default or any other sum which Landlord may be required to spend by reason of Resident's Event of Default (as defined herein). In the event Landlord should so apply all or any part of the Security Deposit, and provided that Resident for whatever reason is permitted to remain occupying the Unit, then Resident shall within five (5) days after receipt of notice from Landlord, pay to Landlord the sum so expended in order to replenish the Security Deposit. Failure to do so shall be an Event of Default under this Lease.

REFUND OF SECURITY DEPOSIT. If Resident has complied with all covenants and conditions of this Lease, a portion of the Security Deposit, or any balance thereof (if any), shall be returned to Resident at the expiration of the term of this Lease and within thirty (30) days from the date of termination of the tenancy after Resident has supplied Landlord with an accurate forwarding address for return of the Security Deposit. Any deductions made from the full amount of the Security Deposit shall be in writing and itemized and provided to Resident within said thirty (30) day period.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided 1 Unit key(s), mailbox key(s), 1 Bedroom key, and 1 other access device(s) for gate and clubhouse access. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the Unit, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your Unit will be (check one): ☐ Furnished, ☐ Partially Furnished, ☒ Unfurnished.

6. RENT AND CHARGES. Rent payment totaling \$5,303.40 for the Lease Term is payable in 12 equal installments of \$441.95, in advance and without demand or notice at the on-site manager's office or at our online payment site.

The first installment is due on or before the first of the month in which your Lease begins. Otherwise, you must pay for your rent on or before the 1st day of each month (due date) with no grace period. Rent is payable by check, MoneyGram, cashier's check or credit card. You have no right to withhold rent for any purpose as expressly permitted by Iowa law. We may, at our option, require at any time that you pay all rent and other sums by online credit payment, certified or cashier's check, MoneyGram, or one monthly check rather than multiple checks, but we will not accept personal checks after the **10th** of the month. Cash, international funds, or temporary checks will not be accepted. *If you don't pay all rent before the **FOURTH (4th)** day of the month, and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$12 plus a late charge of \$12 per day after that date until paid in full.* Daily late charges shall not exceed \$12.00 per day and a maximum fee of \$60.00 per month for any single month's rent. If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a MoneyGram, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by MoneyGram, cashiers/certified check, or credit card. You will also pay a charge of \$35 for each returned check or rejected automatic electronic draft, plus initial and daily late charges from due date until we receive acceptable payment. If you do not pay rent on time, you will be delinquent and all remedies under state law and this Lease will be authorized.

COMMUNITY FEE. Resident agrees to pay a non-refundable community fee of \$. This fee is designed to defray our costs in providing and maintaining certain services, amenities, and common areas at the property. These may but do not necessarily include the following services, amenities and common areas (if applicable): Club House; Business Center; Fitness Center; Pool and Spa

(excluding water); Dog Park; Pest Control Service; Playground; Landscaping (excluding water); Natural Gas; Grounds Porter; Parking Lot maintenance; Roof Maintenance; Courtesy Patrols; Trash Service; and Common Area Lighting.

The community fee does not cover all of the property's expenses in these areas, and the property may or may not provide all of these services or amenities, and certain services and amenities may be suspended, interrupted or discontinued at any time without reduction in or proration of the community fee. No part of the property's monthly water and sewer bill is included in the community fee.

This amount is freely contracted between the parties at the signing of this Agreement and is not to be returned to the Resident under any circumstances; this non-refundable community fee belongs to the Landlord and is fully earned at the signing of this agreement – it is openly charged and agreed to by the Resident.

7. UTILITIES. Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached Utility Addendum, which is attached hereto as Utility Addendum and incorporated herein by reference. All utilities may be used only for normal household purposes and must not be wasted. We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Unit or Leased Premises or any damage directly or indirectly caused by the interruption, surge or failure. In the event that Resident is responsible for all or a portion of electric, water, sewer, trash or gas charges pursuant to this Lease (to either Landlord or the local utility(ies)), Landlord shall have the right to hire a third party provider to provide utility billing services to Resident at any time during the term of this Lease. In such event, Resident expressly agrees to pay an annual fee of up to \$60 in connection with such utility billing services.

8. INSURANCE. Landlord's insurance does not cover loss or damage to your personal property or negligent damage that you may cause to the property of others. You (check one):

☒ [X] are required to buy and maintain liability insurance with a limit of no less than \$100,000, or

☐ [] are strongly recommended to maintain renter's or liability insurance throughout your lease term, or

Landlord is not responsible for, and will not provide, property or casualty insurance for the personal property of any Resident, occupant or guest. The Resident assumes all responsibility for any damages caused to their Unit by the Resident's own negligence by causing fires, theft, water damage, pipe leaks, and other similar occurrences. Also, unless provided for by law, the Landlord will NOT be responsible for any damage to Resident's personal belongings. The Resident agrees that by signing this page that this constitutes Landlord's advice or notice, strongly urging resident to obtain from the Resident's own insurance company renter's insurance or elects the option to purchase renter's or liability coverage through Landlord's Master Liability Insurance Policy. The Resident understands that if the Resident causes any damage resulting from fire or flood that the Resident is responsible for any repairs needed to the Unit and any other damage to the Community directly caused by the resident's negligence.

9. SECURITY DEVICES. Keyed lock(s) will be re-keyed after the prior resident moves out and before you move in.

You may at any time ask us in writing to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense:

☐ [] One keyed deadbolt lock on exterior door ☐ [] Security bar on sliding glass door ☐ [] Change/rekey locks or latches. If no item is filled in, then you are requesting none at this time.

PAYMENT. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

10. SPECIAL PROVISIONS. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form. **ALL ATTACHED ADDENDA APPLY.**

11. DAMAGES AND REIMBURSEMENT. You must submit payment in full within **30 days** of any loss, damage, government fines or

charges, or cost of repairs or service in the Unit or Community due to: a violation of the Lease or rules; improper use; negligence; other conduct by you or your invitees, guests or occupants. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver. All such rights are hereby expressly reserved.

12. PROPERTY LEFT IN UNIT. For this purpose, —unit excludes common areas, but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

REMOVAL AFTER SURRENDER, ABANDONMENT, OR EVICTION. We or law officers may remove or store all property remaining in the Unit or in outside common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the Unit (see definitions in paragraph 43).

STORAGE. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the Unit. You must pay reasonable charges for our packing, removing, storing, and selling any property.

DISPOSITION OR SALE. Except for animals and property removed after the death of sole resident, we may throw away or donate to a charitable organization all items of personal property that are: (1) left in the Unit after surrender or abandonment; or (2) left outside more than 1 hour after eviction is completed. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies.

13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, within three days after written notice by the Landlord, we may end your right of occupancy and recover damages, future rent, reletting charges and other lawful charges. Our rights, remedies and duties under paragraphs 12 and 34 apply to acceleration under this paragraph as provided for under Iowa Law.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of Unit rules allowed under paragraph 18. In any event, pursuant to Iowa law, you shall be notified, in writing, of any rent increase at least thirty days before the effective date, which effective date shall not be sooner than the expiration date of this Lease.

15. DELAY OF OCCUPANCY. If landlord is unable to provide possession on or before the date the Lease Contract begins tenant's rights are as set forth in Iowa Code Section 562A.22.

Rent abatement does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Unit.

Resident acknowledges that some and/or all of the advertised Community Common Areas or portions of the Community Common Areas may not be fully functional, accessible or available for usage by Resident because the area(s) in questions has not yet been fully constructed, is not operational, and/or due to a Community Closure. Further, RESIDENT EXPRESSLY ACKNOWLEDGES THAT RESIDENT'S USE, ACCESS, ENJOYMENT OF THE COMMUNITY COMMON AREAS IS NOT A MATERIAL PART OF THE LEASE AND FURTHER IT WAS NOT MATERIAL TO RESIDENT'S INDUCEMENT TO ENTER INTO THE LEASE. Resident fully understands that Resident's use, access, views and/or enjoyment of the Community Common Areas may be limited, restricted and/or completely inaccessible during the duration of the Lease and/or beyond the term of this Lease, and that there shall be no abatement for any amounts due under this Lease for any period of time when access to any Community Common Area is limited, restricted and/or completely inaccessible.

16. DISCLOSURE RIGHTS. We may disclose information gathered about you and your rental history to law enforcement, governmental agencies, or other landlords and their agents for any lawful purpose. We may request local companies to provide information about pending or actual connections of utility service to your Unit.

WHILE YOU'RE LIVING IN THE UNIT

17. COMMUNITY RULES & REGULATIONS. You and all guests and occupants must comply with any written Community rules and regulations, including instructions for care of our property. Our rules are considered part of this Lease and are incorporated herein for all purposes. Upon reasonable notice, we may make reasonable changes to written rules, and rules are applicable to all units in the Community and do not change dollar amounts on this Lease. You must comply with any subdivisions or deed restrictions that apply.

18. LIMITATIONS ON CONDUCT. The Unit, Leased Premises, and other areas reserved for your private use must be kept clean and in good, orderly condition and repair. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local

ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with Community rules and any posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not do the following anywhere in the Community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in your Unit or in the Community is prohibited, except that a lawful business conducted at home by computer, mail or telephone is permissible if customers, clients, patients, or other business associates do not come to your Unit for business purposes. We may regulate, among other things: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the Community any guests or others who, in our judgment, have been violating the law, violating this Lease or any Community rules, or disturbing other persons, residents, neighbors, visitors, or Landlord or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

19. PROHIBITED CONDUCT. You or your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the Community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia without a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife or other weapon in the Community common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; using windows for entry or exit; heating the Unit with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. Engaging in any of these activities shall be considered a breach of the Lease.

You and your roommates may be in conflict with each other, but that alone will not as grounds to terminate the Lease. If your roommate or potential roommate was not truthful on their roommate preference card, we are not liable.

Resident and his/her guests will not engage in or permit the Unit to be used for criminal activity, including drug - related criminal activity and will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on, or near, the Community. It is your responsibility, to notify the proper authorities if you suspect a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations. Violations of the above shall be a material violation of the Lease and may be cause for termination of tenancy, but does NOT release you from your financial obligations under the Lease including any rent owed less amounts received in reletting the Property.

20. RELEASE OF RESIDENT. You may have special statutory rights to terminate the Lease early in certain situations involving sexual assault or sexual abuse, family violence or a military deployment or military transfer.

21. PARKING. We may regulate the time, manner and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside Unit or on sidewalks, under stairwells, or in handicapped parking areas. All vehicles owned or operated by you may be required to have a Community parking sticker if we have so designated. If provided, guests must park in the designated guest parking areas. Otherwise, there are no assigned parking spaces and parking spaces if provided, are available on a first come, first served basis. We may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if it:

- has a flat tire or is otherwise inoperable;
- is on jacks, blocks or has wheel(s) missing;
- takes up more than one parking space;
- belongs to a resident or occupant who has surrendered or abandoned the Unit;
- is in a handicap space without the legally required handicap insignia;
- is in a space marked for office visitors, managers, or staff;
- blocks another vehicle from exiting;
- is in a fire lane or designated no parking area;
- is in a space marked for other resident or unit(s);
- is on the grass, sidewalk, or patio;
- blocks garbage trucks from access to a dumpster; or

- has no current license, registration or inspection sticker, and we give you at least 10 days' notice that the vehicle will be towed if not removed.

WARNING; YOUR VEHICLE WILL BE TOWED IF YOU FAIL TO COMPLY WITH THE COMMUNITY'S PARKING POLICIES.

22. MILITARY PERSONNEL CLAUSE. The Service members Civil Relief Act ("SCRA") applies to the lease. Resident may terminate this lease if Resident demonstrates that Resident meets the requirements under the SCRA and any applicable state law.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in paragraph 37. Window screens are not for security or keeping people from falling out.

SMOKE DETECTORS. We will furnish smoke detectors as required by statute or city ordinance, and we will test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed unless the law provides otherwise. We may replace dead or missing batteries at your expense, with seven days after written notice from the Landlord. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. **If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us as provided for under Iowa Law.**

CASUALTY LOSS. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather, (1) keep the Unit heated to at least 50 degrees; (2) keep cabinet and closet doors open and (3) drip hot and cold water faucets. You'll be liable for damage to our and others property if damage is caused by broken water pipes due to your violating these requirements.

CRIME OR EMERGENCY. Dial 911 or immediately call local medical emergency, fire or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We are not responsible for obtaining criminal history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

EXTENDED PHYSICAL ABSENCE. If you are absent from the Unit for an extended period of time at any point during the Lease Term, you agree to provide us with written notice of your anticipated extended absence not later than the first day of the extended absence and periodically check-in on your individual bedroom, bathroom and the common areas. You understand that you are fully responsible for your bedroom and a pro rata share of the common area and for damages caused by your negligence during your extended absence. Further, during an absence in excess of fourteen days, Landlord may enter the Unit at times reasonably necessary.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the Unit, fixtures, and furniture AS IS, except for conditions materially affecting the health or safety of ordinary persons. NO EXPRESS WARRANTIES HAVE BEEN MADE TO YOU. You will be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to our representative.

You must use customary diligence in maintaining the Unit and not damaging or littering the common areas except for those duties expressly assigned to the Landlord by Iowa Code Chapter 562A. Unless authorized by statute or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the Unit. We will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we have previously consented in writing. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we will supply installed light bulbs for fixtures furnished by us, including exterior fixtures operated from inside the Unit. You are responsible for replacing and supplying at your sole cost and expense, all additional bulbs of the correct type and wattage after the Lease Commencement Date. Your improvements to the Unit (whether or not we consent) become ours unless we agree otherwise in writing.

25. MAINTENANCE, ALTERATIONS AND REPAIR.

- a. You are responsible for and will take good care of the Unit and Unit Common Areas. You will not remove any of our property from the Unit or the Unit Common Areas. We can require you to prepay or, if we elect, you agree to repay us, within **10 days** after receipt of an invoice, for the cost of all repairs made necessary any violation of this Lease or the negligent or careless use of the Unit or any part of the Community, including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damage from

window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Unit by other residents of the Unit if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within **ten (10) days** after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease Agreement.

- b. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- c. Except in the event of an emergency, all requests for repairs or services to the Unit, or repairs or replacements of security devices, must be in writing. You must notify us immediately if any of the following occur: (1) malfunction of any utilities; damage by fire, water, or other similar cause; (3) malfunction of air conditioning or other equipment; (4) water leaks; (5) electrical problems; (6) carpet holes; (7) broken glass; (8) broken locks or latches; or (8) any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce the rent except to the extent allowed by law.
- d. Unless otherwise provided by Iowa Code Section 562A.11, we are not liable for any inconvenience, discomfort, disruptions or interference with your use of the Unit because of any repairs, alterations or improvements to the the Unit or the Community. If you request any repairs they will be performed during normal working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.
- e. You may obtain your own insurance for losses due to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, surges, or interruption of utilities.

26. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids and insects) are allowed, even temporarily, anywhere in the Unit or Community unless you receive written authorization for such animal(s), which shall be in a form of an Animal Addendum to this Lease.. We may require a written statement from a qualified medical professional verifying the need for the support or assistance. You may not feed stray or wild animals.

Violation of this provision may result in eviction or additional charges, fees, or fines, even if this provision is violated without your knowledge. If an animal has been in the Unit at any time during your term of occupancy (with or without our written consent), you will be subject to a charge for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29. We may keep or kennel the animal or turn it over to a humane society or local authority. We will return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

27. RIGHT OF ACCESS. As allowed by Iowa Code 562A.19:

In case of emergency, Landlord may enter at any time to protect life and prevent damage to the Unit. Resident authorizes Landlord to show the Unit to prospective renters after Resident has given notice of termination. The Landlord will be conducting periodic inspections and visitations for the purposes of pest control, water meter readings, necessary or agreed repairs, decorations, alterations, improvements, and to supply necessary or agreed services. Except in the case of emergency, 24 hours' advanced notice will be given of such inspections and visitations.

28. RELETTING. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. You will be liable to us a reletting charge equal to our actual costs to relet your unit during the Lease term if you:

- 1. Fail to move in;
- 2. Move out without paying rent in full for the entire Lease Contract term or renewal period;
- 3. Move out at our demand because of your default; or
- 4. Are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See following paragraph.

Not a Release. The reletting charge is not a Lease cancellation or buyout fee. It is an amount covering only part of our damages; that is, the actual cost of our time and expense for processing a replacement. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

The Madison IS LOCATED IN A COMMUNITY IN WHICH IT IS DIFFICULT TO RELEASE OR RELET A UNIT SPACE ONCE YOU HAVE SIGNED THIS LEASE. SUBJECT TO OUR OBLIGATIONS UNDER IOWA CODE § 562A.29, WE CANNOT PROVIDE ASSURANCES AND WE DO NOT REPRESENT THAT YOUR SPACE WILL BE RELET OR THAT A REPLACEMENT RESIDENT WILL BE FOUND IF YOU FAIL TO TAKE POSSESSION, IF YOU ARE CONTEMPLATING AN EARLY MOVE-OUT, OR IF THE SPACE IS VACATED FOR ANY OTHER REASON. YOU WILL REMAIN OBLIGATED UNDER THIS LEASE AND WILL NOT BE RELEASED SHOULD YOU VACATE OR FAIL TO TAKE POSSESSION SAVE AND EXCEPT AS PROVIDED FOR UNDER IOWA CODE § 562A.29 AND PARAGRAPH 22 OF THE LEASE.

29. ASSIGNMENT OR SUBLETTING. This Lease may not be assigned and the Unit or any portion thereof may not be sublet without our express written consent. If we consent to an assignment of the Lease or a sublease of the apartment, all rent and other payments must be made by the assignee or sub-resident directly to us. All assignees and sub-residents approved by us agree to comply with all the terms of this Lease as if they had originally executed this Lease. You will remain liable to us for payment of the rent and other sums due under this Lease and for performance of the obligations contained in this Lease even after an assignment or sublease is approved by us. Our consent to one assignment or sublease will not be construed as consent to any further request for an assignment or sublease or a waiver of our right, in our discretion, to consent to future requests. WE ARE NOT RESPONSIBLE FOR FINDING YOU A SUBRESIDENT OR ASSIGNEE.

DEFAULT

30. DEFAULT BY RESIDENT. You are in violation of this Lease if one of the following occurs, each of which shall be an "Event of Default":

- a. You fail to pay rent or any other amount due under this Lease;
- b. You or any guest violates any term or condition of this Lease, addenda, rules, or policies related to the Unit or the Community, and any local or federal ordinance, law, statute, rule or regulation;
- c. You fail to move into the Unit after completion of all required documentation, or, if you abandon the Unit;
- d. You or the Guarantor has made any false statement or misrepresentation regarding any information provided to us, which includes the application you submitted;
- e. You or any of your guest(s) are arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- f. Any illegal drugs or illegal drug paraphernalia are found in the Unit (whether or not we can establish possession);
- g. You fail to pay any fine, charge, or penalty within **ten (10) days** after it is levied in accordance with this Lease or any rules or regulations of the Community; or
- h. Any of the utilities servicing the Unit are disconnected or shut off because of nonpayment.

31. REMEDIES. If you are in violation of this Lease, we can seek all remedies provided for under Iowa Code Chapter 562A.

32. WAIVER OF A JURY TRIAL. AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS LEASE, YOU AND WE HEREBY EACH WAIVE OUR RIGHT TO A TRIAL BY JURY ON ANY AND ALL ISSUES RELATING TO OR ARISING OUT OF OUR OBLIGATIONS UNDER THIS LEASE, THE RELATIONSHIP BETWEEN US, OR YOUR OCCUPANCY OF THE UNIT (INCLUSIVE OF ANY CLAIM OF PERSONAL INJURY). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING PROVISION AND THAT YOU ARE VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVING YOUR RIGHT TO A JURY TRIAL. LANDLORD AND RESIDENT STIPULATE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS.

33. CLASS AND REPRESENTATIVE ACTION WAIVER. Landlord and Resident agree to bring, be a party to, and/or participate in any dispute arising out of or in any way related to this Lease on an individual basis only, accordingly: (a) LANDLORD AND RESIDENT WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED OR ARBITRATED AS A CLASS AND/OR COLLECTIVE ACTION and agree that no legal tribunal of any kind should hear or preside over any such dispute ("Class Action Waiver"). Notwithstanding any other clause contained in this Lease, in any case in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction and subject to any agreement to jurisdiction in this Lease, but the portion of the Class Action Waiver that is enforceable shall be fully enforced.

GENERAL CLAUSES

34. ENTIRE AGREEMENT. This Lease, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties acknowledge and represent that, by signing and initialing this Lease, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance save and except those set out in this Lease,

regardless of whether made orally or in writing prior to or contemporaneous with this agreement. The parties further acknowledge that they have freely entered into this Lease after having had the opportunity to obtain independent legal counsel of their own choosing to review its provisions and to provide advice as to the meaning of its terms and the advisability of agreeing thereto.

35. WAIVER; MODIFICATION. Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing delay in the enforcement of any provision of this Lease, its written-notice requirements, rental due dates, acceleration, liens or other rights, is not a waiver under any circumstance. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given as well as any fax transmittal verification. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy will not constitute an election or waiver of other remedies. All remedies are cumulative. Except as provided by Iowa Code Chapter 562A and Iowa law, no employee, agent, or Management Company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any pages invalidates this Lease. All notices and documents may be in English and, at our option, in any language that you read or speak. This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease obligations must be performed in the county where the Unit is located.

COMMUNITY CLOSURE. Landlord, in its sole discretion, may close and/or restrict access to (in full and/or in part any portion (or all) of the Common Areas for such periods of time as may be reasonably necessary to: (a) prevent the public from obtaining prescriptive rights; (b) make repairs or alterations; (c) comply with applicable law; (d) promote the health, safety, and/or well-being of tenant, visitors, and/or guests; and/or (e) for any reason permitted by law, and Resident's covenant to pay Rent and any other charges required to be paid by Resident hereunder shall not be in any way affected during any such closure.

MORTGAGEE'S RIGHTS. This Lease and all Resident's rights under this Lease shall at all times be automatically subordinate and subject to any mortgage, which is now or shall hereafter be placed on the Unit or Community. If requested, Resident shall execute promptly any document that may be requested to specifically implement the subordination of this Lease to any mortgage or other security document.

PARENTAL OR SPONSOR'S GUARANTY. Parental or Sponsor Guaranty will remain in effect for the duration of time Resident occupies any unit at «property_name».

Resident understands that we are relying upon your execution of this Lease in making unit allocation decisions and that it will remove the Unit from its inventory of available units upon signing. Resident further acknowledges, understands and agrees that he or she has been advised that we will, nonetheless, require that a binding Parental or Sponsor Guaranty be executed if the Resident cannot provide evidence of adequate monthly income according to rental criteria. Resident also understands that a Parental or Sponsor Guaranty must be obtained directly from the parent and sponsor and that we reserve the right to pursue any claims, both civil and criminal, against you, your parent, or your sponsor for any falsification or forgery of such guaranty, the guaranty constituting an essential inducement for the grant of this Lease by us. Notwithstanding, the Resident acknowledges, understands and agrees:

- This Lease is fully binding regardless of the failure to submit a Parental or Sponsor Guaranty;
- We reserve the right to exercise all available remedies for the Resident's failure to provide and to maintain a Parental or Sponsor Guaranty, including, but not limited to, any remedy available herein (without waiver of all other rights, including collection of rent due under this Lease for the Lease Term).

SMOKING. No smoking of any substance is allowed in the Unit rented by Resident, including any associated balconies, decks, or patios; in the common areas of the building where the Unit is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators; or in any of the common areas or adjoining grounds of such building or other parts of the Community, including entryways, patios, and yards, and any area within a fifteen (15)-foot radius of the foregoing areas or any window, door, cooling system, heating system, or ducting, nor shall Resident permit any guests or visitors under the control of Resident to do so. "Smoking" also includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form. If smoking in violation of this Section does occur: 1) Resident is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; 2) Resident, guests, and all others may be required to leave the premises; and 3) Resident acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire affected premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

36. PAYMENTS. The payment of all sums due hereunder is an independent covenant. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent—regardless of notations on checks or MoneyGrams and regardless of when the obligations arose. All sums other than rent are due upon demand. After the due date, if rent is unpaid within three (3) days' notice by us of nonpayment, we do not have to accept the rent or any other payments. After such three day notice, we may terminate the rental agreement.

37. SECURITY GUIDELINES. We care about your safety and that of other occupants and guests. However, no security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

Inform all other occupants in your Unit, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the Landlord.
- Report any suspicious activity to the police first, and then follow up with a written notice to us. Know your neighbors. Watching out for each other is one of the best defenses against crime. Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit. Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times. Use the keyless deadbolt in your unit when you are at home.
- Do not put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with this Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts.
- Children should never let anyone inside when home without an adult.
- Regularly check your security devices and smoke detector to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Leaving a radio or TV playing softly while you are gone can deter burglary or theft. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes, or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area, if possible.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night or anytime or anywhere you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

WHEN MOVING OUT

38. MOVE-OUT PROCEDURES. The move-out date cannot be changed unless agreed to in writing. You will not move out before the Lease Term or any renewal period ends unless all rent and other sums due for the entire Lease Term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent. You will not stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the Unit before the **30-day period** for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

39. CLEANING. You must thoroughly clean the Unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Subject to Iowa Code section 562A.12(3)(a)(2), you must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you will be liable for reasonable cleaning charges necessary for damage to the unit beyond normal wear and tear.

40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** The Landlord may withhold from your Security Deposit such amounts as are reasonably necessary for the following reasons:

- (1) To remedy your default in the payment of rent or of other funds due to the Landlord pursuant to this Lease.
- (2) To restore the Unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.
- (3) To recover expenses incurred in acquiring possession of the Unit from you, if you do not act in good faith in failing to surrender and vacate the Unit upon noncompliance with the Lease, notification of such noncompliance and termination or if you holdover after the expiration of the term of your lease.

You'll also be liable to us for charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move out date.

42. **EMERGENCY ACCESS.** If we believe an "Emergency Situation" exists such that you have died, are seriously ill, missing, or incarcerated (any one or all these events shall be referred to as "Emergency Situation") we may permit any or all of the following person(s) to enter your Unit and remove all or some of your personal property, or any of your personal property that may be stored by us at a safe location outside the Unit, as well as your property in the mailbox, storerooms, common areas, and your vehicle(s):

Name: Alexander Banuelos

Phone Number: (312) 536-1277

Address: 1736 N. Harding Ave. Chicago, IL 60647

You acknowledge we may require certain documentation from the above individual(s), including but not limited to: affidavit(s), court order(s), proof of the Emergency Situation, and/or indemnification agreements as well as proof of identification of the above individual(s). In the event we erroneously permit access to the above individual(s) when there was no Emergency Situation, you agree to release us from any and all liability for permitting access by one of the above individuals, including for our own negligence. You agree to promptly reimburse us for our legal fees and court costs associated with handling any Emergency Situation.

43. **ABANDONMENT.** You have abandoned the Unit when all of the following have occurred: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for **5 consecutive days**, or water, gas or electric service for the Unit not connected in our name has been terminated or transferred; and (4) you've not responded for **2 days** to our notice left on the inside of the main entry door, stating that we consider, the Unit abandoned. A Unit is also "abandoned" **10 days** after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the Unit; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the Unit (paragraph 13), but do not affect our mitigation obligations (paragraph 35).

44. **HOLDOVER.** In accordance with Iowa Code section 562A.34(4) If you still occupy the Unit past the Expiration Date, the date contained in your move-out notice, or the date on which we notify you to leave the Unit, then: (1) the Landlord may bring an action for possession and if your holdover is willful and not in good faith the Landlord, in addition, may recover the actual damages sustained by the Landlord; and (2) at our option, we may extend the Lease Term – for up to one month from the date of notice of Lease extension – by delivering written notice to you or your Unit while you continue to hold over.

45. **LANDLORD; NOTICE.** The owner of the Facility and Landlord is RSS CSAIL 2016-C5 - IA VA, LLC. Any notices or demands directed to owner/Landlord shall be delivered to: RSS CSAIL 2016-C5 - IA VA, LLC, c/o Asset Living, 950 Corbindale Road Suite 300 Houston, Texas 77024.

46. **PROPERTY MANAGER.** The entity authorized to manage the Facility is: Asset Campus USA, LLC., with an address 950 Corbindale Road Suite 300 Houston, Texas 77024.

YOU ARE LEGALLY BOUND BY THIS DOCUMENT.

PLEASE READ CAREFULLY. DO NOT SIGN IF YOU ARE NOT IN AGREEMENT OR IF YOU HAVE A DIFFERENT UNDERSTANDING. WE SUGGEST THAT YOU TAKE A COPY OF THESE DOCUMENTS TO AN ATTORNEY FOR REVIEW PRIOR TO SUBMITTING THE RENTAL APPLICATION OR SIGNING THIS LEASE.

AS STATED IN – ENTIRE AGREEMENT – THIS AGREEMENT, ALONG WITH ANY EXHIBITS, APPENDICES, ADDENDA, SCHEDULES, AND AMENDMENTS, ENCOMPASSES THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERSEDES ALL PREVIOUS UNDERSTANDINGS AND AGREEMENTS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN. THERE ARE NO PROMISES, WARRANTIES, UNDERSTANDINGS, OR REPRESENTATIONS OTHER THAN THOSE THAT ARE CONTAINED HEREIN OR IN THE EXHIBITS, APPENDICES, ADDENDA, SCHEDULES, AND AMENDMENTS HERETO.

ADDITIONAL PROVISIONS OR CHANGES MAY BE MADE IN THE LEASE IF AGREED TO IN WRITING BY ALL PARTIES. YOU ARE ENTITLED TO RECEIVE AN ORIGINAL OF THIS LEASE AFTER IT IS FULLY SIGNED. KEEP IT IN A SAFE PLACE. SHOULD ANY RIGHT, REMEDY, TERM, CONDITION AND/OR PROVISION OF THIS AGREEMENT BE FOUND TO BE IN CONFLICT WITH IOWA LAW OR CODE, THEN IOWA LAW OR CODE SHALL GOVERN WITH REGARD TO THAT PARTICULAR RIGHT, REMEDY, TERM, CONDITION AND/OR PROVISION OF THIS AGREEMENT AND THE APPLICABLE PORTION OF IOWA LAW OR CODE SHALL BE SUBSTITUTED THEREFOR. SUBJECT TO THE FOREGOING, ALL OTHER RIGHTS, REMEDIES, TERMS, CONDITIONS AND/OR PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Resident Signature Date

Landlord or Landlord's Representative Date