

BRIGHTLAND PROPERTIES LICENSE TO OCCUPY AGREEMENT

This License to Occupy ("Agreement") is made this Day _____ day of Month _____, 20Year _____, by and between Brightland Properties, hereinafter referred to as the "Licensor", and Licensee Name _____, hereinafter referred to as the "Licensee."

1. Premises

Licensor hereby grants Licensee a revocable, non-transferable license to occupy the residential property located at: Address _____.

This Agreement does not create a landlord-tenant relationship, but a license to occupy, subject to the terms herein.

2. Term

The license to occupy shall begin on Start Date _____ and continue for a term of one (1) year, unless terminated earlier in accordance with this Agreement. Upon expiration, this Agreement may be renewed by mutual written consent of both parties.

3. Payment

Licensee agrees to pay to Licensor the amount of \$ Amount _____ per month, due on the 1st of each month. Occupancy is limited to Number _____ adult(s) and Number _____ child(ren). For each unauthorized or additional adult occupant over the agreed limit, a monthly fee of \$100 shall be charged and automatically added to the next scheduled payment.

4. Automatic Payment Authorization

Licensee agrees to enroll in automatic payments and authorizes the Licensor or its designee to debit rent and associated fees on a:

- Weekly
- Bi-weekly
- Monthly

basis, as selected by the Licensee. A 4% service charge will apply to all automatic payments. This authorization will remain in effect for the duration of this Agreement unless revoked in writing with 30 days' notice.

5. Payment Information

Licensee shall provide valid bank account or debit card information for use with the automatic payment system:

- Bank Name: Bank Name
- Routing Number: Routing Number
- Account Number (or last 4 digits of debit card): Account Number
- Name on Account: Name on Account

6. Background Screening and Employment Verification

Licensee hereby authorizes Brightland Properties and its agents to perform a background check, credit review, and employment verification prior to or during the term of occupancy. Licensee agrees to provide all necessary personal and employment information as requested.

7. Pets

No pets are allowed on the Premises without prior written consent of the Licensors. Unauthorized animals shall be grounds for immediate revocation of this license and additional cleaning or damage fees as determined by Licensors, not to exceed \$500 per incident.

8. Property Condition

Licensee agrees to maintain the Premises in a clean and sanitary condition. Upon termination of this license, Licensee shall return the Premises in the same condition as received, ordinary wear and damage by the elements excepted. Licensors shall provide a move-in condition checklist to document the Premises' condition at the start of occupancy.

9. Alterations

All alterations or improvements made to the Premises become the property of the Licensors unless agreed otherwise in writing. No changes can be made without prior written permission from the Licensors.

10. Sub-Licensing

Licensee may not sub-license, assign, or allow any other party to occupy the Premises without the prior written consent of the Licensors.

11. Late Payments

If payment is not received by the 5th of the month, a late fee of \$50 shall apply. Persistent late payments (more than two occurrences in a 12-month period) may result in

termination of this license.

12. Security Deposit

A security deposit of \$ Amount is due at signing. It will be held against unpaid fees or damage and returned within 30 days of successful final inspection, less applicable deductions, provided Licensee provides a forwarding address in writing.

13. Early Termination

If the Licensee terminates this Agreement prior to the end of the stated term, they remain responsible for all rent due until the Premises is re-licensed to another party or until the term ends, whichever comes first. Licensee must provide 30 days' written notice of intent to terminate. Licensor may terminate this Agreement with 30 days' written notice for any reason, or immediately upon Licensee's default.

14. Maintenance

Licensee shall be responsible for general upkeep of the Premises, including but not limited to cleanliness, lawn care, and snow removal. Licensor shall be responsible for major repairs and maintenance, including structural, plumbing, electrical, and heating systems, unless damage is caused by Licensee's negligence.

15. Utilities

Licensee shall be responsible for payment of all utilities, including but not limited to electricity, gas, water, sewer, and internet, unless otherwise agreed in writing. Licensor shall ensure utilities are operational at the start of occupancy.

16. Right of Entry

Licensor or its agents may enter the Premises for inspection, repairs, or showings to prospective licensees with at least 24 hours' written notice, except in emergencies where immediate access is required to prevent damage to the Premises.

17. Default

Failure to comply with any term of this Agreement shall constitute a default. Licensee shall have 7 days from written notice to cure minor breaches (e.g., late payment, unauthorized pets). Major breaches (e.g., unauthorized sub-licensing, property damage) may result in immediate termination of this license and removal from the Premises.

18. Insurance

Licensee is encouraged to maintain renter's insurance to cover personal property and liability. Licensor shall maintain property insurance for the Premises but is not responsible

for Licensee's personal property.

19. Indemnification

Licensee agrees to indemnify and hold harmless Licensors from any claims, damages, or liabilities arising from Licensee's use of the Premises, except where caused by Licensors' gross negligence or willful misconduct.

20. Compliance with Laws

Licensee shall comply with all applicable federal, state, and local laws, ordinances, and regulations while occupying the Premises, including but not limited to health, safety, and zoning laws.

21. Force Majeure

Neither party shall be liable for failure to perform under this Agreement due to events beyond their reasonable control, including but not limited to natural disasters, war, or government actions, provided the affected party notifies the other promptly.

22. Dispute Resolution

Any disputes arising under this Agreement shall first be addressed through good-faith negotiation. If unresolved after 30 days, disputes shall be submitted to mediation before pursuing legal action. The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs.

23. Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of Iowa.

24. Entire Agreement

This document represents the full agreement between the parties. No verbal representations or promises shall be binding.

25. Modifications

Any amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF

The parties agree to the above terms and have affixed their signatures below:

Licensor (Brightland Properties Representative):

Signature

Date: Date

Licensee (Occupant):

Signature

Date: Date