THE UNIVERSITY OF IOWA
HAWKEYE DRIVE APARTMENTS LEASE

THIS LEASE AGREEMENT, EXECUTED IN DUPLICATE, MADE AND ENTERED INTO THIS
_______ DAY OF ____________, 2016  BY AND BETWEEN THE UNIVERSITY OF IOWA,

HEREINAFTER CALLED THE LESSOR, AND

(Last name, first name)  (U of I #ID number)

HEREINAFTER CALLED THE LESSEE(S),

WITNESSETH THAT:
THE LESSOR HAS THIS DAY LEASED AND RENTED TO THE LESSEE AND THE LESSEE
HAS LEASED AND RENTED FROM THE LESSOR, UPON THE TERMS AND CONDITIONS SET
FORTH HEREIN AND ON THE SHEET ATTACHED LISTING LESSEE(S) OBLIGATIONS,
WHICH OBLIGATIONS ARE INCORPORATED HEREIN,

(APARTMENT NUMBER)  HAWKEYE DR

FOR THE LEASE PERIOD BEGINNING AT 12:00 O'CLOCK NOON June 1, 2016
ENDING AT 12:00 O'CLOCK NOON JUNE 1, 2017

FOR A RENTAL OF $XXX.XX  PER MONTH
PAYABLE TO THE UNIVERSITY BILLING OFFICE OF THE UNIVERSITY OF IOWA ON OR BEFORE
12:00 O'CLOCK NOON THE FIRST DAY OF EACH MONTH.

THE LESSOR AGREES TO PROVIDE THE FOLLOWING, WHICH ARE INCLUDED UNDER
THE RENTAL TERMS OF THIS LEASE:
A) UTILITIES CONSISTING OF COLD & HOT WATER, SEWER RENTAL, CABLE TV SERVICE,
   INTERNET SERVICE, LOCAL TELEPHONE SERVICE, AND HEAT.

B) APARTMENT EQUIPMENT CONSISTING OF ELECTRIC RANGE, REFRIGERATOR,
   CABLE MODEM AND TRAVERSE RODS OR MINI BLINDS ON ALL WINDOWS.

C) SCHOOL TUITION, EXCLUSIVE OF FEES AND SPECIAL COURSE COSTS, FOR
   LEGALLY DEPENDENT CHILDREN OF THE LESSEE(S), WHO ATTEND ANY GRADE,
   KINDERGARTEN THROUGH 12TH GRADE, AT ANY SCHOOL OF THE IOWA CITY
   COMMUNITY SCHOOL DISTRICT.

D) OFF STREET PARKING FOR UP TO TWO VEHICLES WITH 2 OR MORE WHEELS
   SUBJECT TO COMPLIANCE WITH UNIVERSITY MOTOR VEHICLE REGULATIONS.

E) STORAGE LOCKER
Lessee's Responsibilities. The LESSEE shall:
A. Make no interior or exterior alterations, including painting, and/or reconstruction or modification in the plumbing, heating or electrical systems, or fire safety equipment.
B. Use the premises only as a dwelling unit and for no commercial purpose.
C. Not move any heavy equipment (such as but not necessarily restricted to piano, waterbed, or pool table) into a unit without securing advance written permission from LESSOR.
D. Park only operable vehicles currently and validly licensed and registered with the Hawkeye Drive Office in Hawkeye Drive Apartments parking lots assigned for LESSEE's use. When residency is terminated at Hawkeye Drive Apartments, any parking permit decal(s) is to be returned to the Hawkeye Drive Office and any vehicle(s) is to be removed as of the cancellation date. Any towing or removal fees, including storage fees, incurred by LESSEE are LESSEE’s responsibility.
E. Permit no waste and suffer no injury to the condition of the grounds, facilities and equipment fixtures or LESSOR’s furnishings located therein and shall return the same in as good a condition as at the beginning of the lease, normal wear and tear exempt. If LESSEE causes damage to unit beyond the normal natural wear and tear the LESSEE is liable for and the LESSOR can collect for said damages. However, the LESSEE shall not be responsible for, and the university hereby waives all right of recovery against the LESSEE for, any damage for which the university is reimbursed under any fire and extended coverage insurance policy in effect at the time of loss.
F. Dispose from the dwelling unit all rubbish, garbage, and other waste regularly and in a clean and safe manner.
G. Conduct themselves in a manner that will not disturb a neighbor’s peaceful enjoyment of the premises and be responsible for the behavior of family members, guests, and roommates.
H. Keep all hallways, walkways, and stairs clear of obstructions. LESSOR reserves the right to remove all obstructions therein and dispose of the same at its discretion and at LESSEE’s cost.
I. Allow no pets or livestock within the dwelling unit or on Hawkeye Drive Apartments property at any time with the exception of fish located within an aquarium. Pets and livestock found in Hawkeye Drive Apartments units are subject to immediate removal and transfer to Iowa City Animal Control authorities. LESSEE will be responsible for Animal Control’s fees as well as for any custodial/maintenance fees resulting from damage by the pet(s)/livestock. If the LESSEE does not comply with their lease, the lease may be terminated and/or may not be renewed. If lease is terminated, LESSEE will be responsible for all rent charges for the remainder of the lease.
J. Assume full responsibility directly with the respective utility companies for service and individually metered charges.
K. Know and abide by the Board of Regents, State of Iowa Policies and Rules (The University of Iowa Policies and Regulations Affecting Students), the Hawkeye Drive Apartments Guidebook (housing.uiowa.edu), and the terms and conditions of the Hawkeye Drive Apartments lease. Violations of these rules are handled through University Housing & Dining.
L. In signing the lease you have agreed to be responsible for any damages or breakage in your apartment. You also agree to maintain your apartment’s cleanliness with regard to health and safety and leave it in the same condition you received it.
M. Be a University of Iowa student or staff in good standing for the duration of the lease agreement.
N. Agree to abide by the Iowa Smoke-Free Act. LESSEE may have tobacco products in their possession. However, use of tobacco products is not allowed in the dwelling unit, on Hawkeye Drive Apartments premises, or any other University property.

Entry. LESSOR shall have the right, subject to LESSEE’s consent which will not be unreasonably withheld, or upon twenty-four (24) hours advance notice to LESSEE, to enter the dwelling unit in order to inspect, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or allow its maintenance personnel or authorized representatives to do the same. In the event of an emergency, LESSOR may enter the dwelling without LESSEE’s consent.
Sublease.
The LESSEE shall sublease only under the following conditions:
• At the agreed upon University rental rate.
• Only to persons meeting Hawkeye Drive Apartments eligibility requirements.
• Only if sublease has been completed through the Hawkeye Drive Apartments Office.
• Only one sublease per apartment is allowed

Default. In addition to LESSOR's other remedies provided by law, and without prejudice thereto, if the LESSEE fails to perform the obligations of this lease, including payment of rent, the LESSOR may declare a forfeiture of the lease, serve a Notice to Quit upon LESSEE demanding possession of the premises within three (3) days of delivery of said notice and retake possession thereof or bring an action for Forcible Entry and Detainer as allowed by law to recover possession. LESSEE will be responsible for all costs associated with eviction proceedings.

Abandoned Property. If LESSEE fails to remove personal property from the vacated leasehold premises, the LESSOR will remove the personal property and the LESSEE will be assessed full cost to remove property (a minimum charge of $35.00). Personal property left in the leasehold premises after LESSEE has vacated the same will be retained by the LESSOR for return to the LESSEE within fourteen (14) days from the date of vacation of the leasehold premises, upon LESSEE’s request therefor and payment of the storage charges therefor. At the end of said fourteen (14) day period, LESSEE shall be deemed to have abandoned the property and the LESSOR may dispose of the same in any manner LESSOR desires.

Fire or Casualty. LESSOR is not responsible for loss or damage caused by fire, theft, or otherwise to any of the property of the LESSEE’s, or the property of any other person in the leased premises, or for injuries to the LESSEE, their family, or invitees, which might result from the use of leased premises. In the event the premises or a part thereof are destroyed or substantially damaged by fire or wind storm or other unavoidable accident so as to render it unfit for LESSEE's use, the LESSOR shall not be obligated to rebuild said premises. If said premises shall remain unusable for a period in excess of thirty (30) days, LESSEE shall have the option of terminating this lease by giving written notice to the LESSOR or of reserving the right to occupy the premises when the same is rebuilt and becomes available. During the time LESSEE is unable to use said premises or any part thereof, LESSEE shall not be obligated to pay any portion of the rent, but LESSOR shall not in any event be liable to the LESSEE for loss of use of the premises.

Liability. The University does not assume any liability for the loss, damage, or theft of any personal property; or for damage or injury resulting from explosion, fire, mechanical failure of water, steam, gas, or defective wiring; or the negligence of any other occupants of the building. LESSEE should carry their own personal property insurance to cover such damages. The University cannot assume any liability for damage or injury occurring on the premises regardless of the cause.

Rent Increase. The Board of Regents, State of Iowa reserves the right to increase Hawkeye Drive Apartments rates upon thirty (30) days’ notice to the LESSEES. Upon receipt of said notice, LESSEE shall have the option of electing to accept the increased rate and enter into a new lease OR to terminate the present lease on the date the increase is to become effective.

Utilities. Utilities will not be changed into LESSEE’s name until the lease is signed. There may be a delay between the date which utilities are assigned to a LESSEE upon the LESSEE’s move in and/or move out date based on the availability of the utility company to read the meter.

Extension or Renewal. Continued occupancy by LESSEE beyond the termination of the lease shall not be a renewal of said lease. LESSEE shall pay rent at a daily rate of $100.00 per day for any period of time LESSEE occupies the leasehold premises beyond termination of the lease. LESSOR will not renew the lease under any circumstances if LESSEE’s rent is delinquent or LESSEE has otherwise failed to perform LESSEE’s obligations under this lease. This lease will not be renewed if the LESSEE’s University account is in arrears.
Occupancy Restrictions.
A. Individuals who pose a clear and present danger to other residents are not eligible to live in Hawkeye Drive Housing & Dining facilities. Registered Sex Offenders according to State of Iowa law or the law of another jurisdiction represent a clear and present danger and are not eligible to live in University Housing & Dining either as a tenant or at the invitation of LESSEE(S).
B. This lease is conditioned on the existence and continuance of the LESSEE(S) status as a student or staff member in good standing at The University of Iowa, summer session exempted. If LESSEE’s status as a student or staff member ends and all LESSEES are no longer associated with the university prior to expiration of the lease, LESSOR has the right to terminate this lease immediately. However, the LESSEE(S) will continue to be responsible for the rent and utilities for the remainder of the lease.
C. In such case as the LESSEE’s eligibility status changes prior to expiration of the lease, LESSEE may terminate the lease only in accordance with the Cancellation of Lease, letter C (see below).

Cancellation of Lease.
A. If LESSEE(S) vacates the apartment prior to June 1, 2017 or in the event of early termination/cancellation by the LESSEE, the LESSEE(S) remains responsible for rent and utilities until the apartment is sub-leased by the LESSEE in accordance with the Sublease requirements above or re-rented by LESSOR.
B. If LESSEE’s eligibility status changes (i.e. no longer a student or University position ends), it is the LESSEE’s responsibility to notify the LESSOR in writing of the change at least thirty (30) days prior to the date LESSEE intends to vacate the apartment. The LESSOR will be required to vacate the apartment within thirty (30) days of notification and will be charged rent and utilities until the apartment is re-rented or the lease ends on June 1, 2017.
C. Eviction proceedings may be commenced if the LESSEE’s account remains unpaid after fifteen (15) days. LESSEE is responsible for all costs associated with eviction proceedings, including court costs. If lease is terminated, LESSEE will be responsible for all rent and utility charges for the remainder of the lease.

Joint and Several Liability. Each LESSEE is jointly and severally liable for payment of the rent and performance of all other obligations of the LESSEE hereunder.

Notices. Any notice for which provision is made in this rental agreement shall be made in writing and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: by personal delivery, by service in the manner provided by law for the service of original notice, or by sending said notice by regular mail or certified or registered mail return receipt requested. Notices for the LESSOR shall be directed to the Hawkeye Drive Apartments Office, 100 Housing Service Complex, Iowa City, Iowa 52242-1000 and to LESSEE at the LESSEE’s address.

Construction. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Entire Agreement. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this rental agreement shall be binding upon either of the parties unless in writing and signed by all parties hereto.

The University of Iowa, Lessor

By: Area Coordinator

Lessee

University ID Number

Lessee Spouse (if married)

University ID Number

3/2016