

Estes Properties, LLC

5009 Sharon Center Rd.

Iowa City, IA 52240

(928)202-8125

BY THIS LEASE AGREEMENT (Lease)

made and entered into on this _____ day of _____, 20____
between Estes Properties, LLC, as Agent for Erin & Steve Estes (Owner), herein referred to collectively as Lessor, and _____, herein referred to as Lessee.

Lessor agrees to Lease the Premises situated at _____, together with appurtenances,

for a term of 12 months, to commence on _____, and to end on _____.

1) RENT

Lessee agrees to pay to Lessor without demand, as Rent for the Premises the sum of \$ _____ per month plus a Monthly Admin Fee of _____, totaling \$ _____ per month in advance on the 1st day of each calendar month beginning _____.

Pro-rated Rent in the amount of _____ is due on _____.

Pro-rated Monthly Admin Fee in the amount of _____ is due on _____.

All Lessee payments are to be made to Estes Properties, LLC, 5009 Sharon Center Rd, Iowa City IA 52240, or online at www.estespropertiesonline.com (residential tenant) , or at such other place as Lessor may designate.

2) SECURITY/CLEANING/KEY DEPOSIT

Lessee agrees to pay the sum of \$ _____ as a refundable Security/Cleaning/Key Deposit (Deposit) due on _____. Lessee acknowledges Deposit MAY NOT be used as Rent. Deposit shall be forfeited if Lease is breached by Lessee. If Deposit is depleted due to late charges, returned check fees, maintenance or other charges, Lessee agrees to restore the Deposit to the original amount paid upon written demand by the Lessor. If Lessee fails to comply within five (5) days after written notice of a deposit account deficiency, Lessor may terminate this Lease. Deposit will be returned to Lessee after surrender of the Premises and personal property therein in a damage-free and clean condition, normal wear and tear expected, and if Lessee is not in default of any provisions of this Lease. Lessee agrees to have carpets professionally cleaned and to provide a copy of receipt to Lessor. Agent will maintain a Trust Account for Security/Cleaning/Key deposits. Agent may place and combine these deposits in an interest bearing account with interest earned belonging to Agent.

3) INITIAL ADMIN FEE. Lessee agrees to pay an initial administrative fee of _____ due on _____.

4) MONTHLY ADMIN FEE. Monthly Admin Fee shall cover all costs associated with administering the rental payment and includes the Sales Tax or Municipal Service fees due to the city if/as applicable. The Monthly Admin Fee shall be 4% of Rent

5) MUNICIPAL ADMIN FEE. Late Fees, Option Payments, and/or other tenant payments that are subject to Sales Tax or a Municipal Service fee shall be assessed a 4% Municipal Admin Fee at the time the charges are created for/by the Tenant per this Lease.

6) PET FEE. Lessee agrees to disclose any and all pets that shall be kept on the Premises and to pay \$150 per pet as a nonrefundable Pet Fee due on _____. Any new pets acquired by Lessee during the term of Lease shall be immediately disclosed to Lessor and shall be subject to an additional Pet Fee due with the following months Rent. Any pets not disclosed by Lessee, and discovered by Lessor by any means shall be subject to a \$200 penalty in addition to the Pet Fee.

7) ENFORCEMENT FEES. Regardless of holidays or weekends, Rent received by Lessor after the 1st shall result in an automatic late fee of \$35.00. An additional daily late fee of 1% of the total balance due will be assessed every day thereafter until the total balance is paid in full. Only Cashier's checks or Money Orders will be accepted after the 5th of the month. Lessee will be charged a \$100 fee for document preparation and service of the 5-day notice. A \$250.00 fee will be applied each time Lessee's account is sent to the attorney for a Forcible Detainer judgment. A fee of \$150 will be applied each time a Writ of Execution is prepared for service by a constable. The cost of re-keying the property during the visit with the constable shall also be the responsibility of the Lessee. Returned checks are subject to a \$50.00 NSF fee, plus late fees through the date replacement funds clear Lessors account. If a personal check from Lessee is returned by the bank, Lessor may require future payments from Lessee to be in the form of a Cashier's check or Money Order. Lessee will be charged a \$35.00 fee to cover the handling of certified mailings.

Certified mailings include but are not limited to HOA and/or city violation notices, NSF notices, etc. Lessee is responsible for all Rents and charges defined in this Lease regardless of status of subsidized lease payments from a third party.

8) ADDITIONAL RENT: Lessee agrees that the following charges shall be considered additional Rent and due and payable: Pet Fees; Monthly Admin Fees; Municipal Admin Fees; Enforcement Fees; and any other tenant charge as defined in Lease.

9) CONTACT INFORMATION: Lessor may need to contact Lessee regarding maintenance, emergencies, or account issues. Lessee shall provide Lessor with current contact information on demand, including emergency contacts, email address, home telephone number, cell phone number, work number, and employer information. Failure to do so will result in a \$45.00 penalty.

10) UTILITIES. Lessee shall arrange for all utility services required on the Premises and be responsible for their payment. Lessor shall have utilities turned off if service is not transferred to Lessee within two business days of the execution of this Lease.

11) HOME OWNERS ASSOCIATIONS/CITIES. Lessee agrees to abide by the rules, regulations and CC&R's of the HOA or city. Lessee is responsible for any costs associated with obtaining a copy of regulations or for locating regulations online. Lessee is responsible for any fines or attorney fees related to enforcing such rules and regulations. Any CC&R, HOA, or city violations/notices received by Lessor are subject to a \$25.00 fee for a first notice and a \$50.00 fee for each additional notice regarding the same issue. Lessee will also be responsible for the actual fines charged by the CC&R, HOA or City and the resulting certified mailing fees. In the event of a complaint from the HOA or City, Lessor may have the cause of the complaint removed or repaired at the expense of the Lessee after a forty-eight (48) hours written notice.

12) USE OF PREMISES. Premises shall be used and occupied by Lessee exclusively as a personal residence and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for any other purpose. Lessee shall not operate any business out of the Premises without Lessor's written permission. Any violation or noncompliance shall be considered a material and irreparable breach pursuant to ARS 33-1368 (A) and shall result in the issuance of a written notice for immediate filing of a special retainer action pursuant to ARS 33-1377 (E). Water beds are prohibited. No public intoxication. No tin foil or sheets may be used in windows. Closet and door knobs may not be removed.

13) CONDITION OF PREMISES. Lessee hereby acknowledges receipt of a Move in/Move out Checklist. Lessee shall have 3 (three) days after taking possession to deliver completed checklist to Lessor along with photos documenting any defects. Failure to supply Lessor with completed checklist and photos within the time specified shall constitute Lessee's acknowledgement that there are no defects and that in fact the Lessee has accepted the premises and appliances in good and satisfactory condition.

14) APPLIANCES AND PERSONAL PROPERTY. The following appliances and items of personal property belonging to the Owner are being provided for the use of the Lessee and must remain on the property at the end of this Lease Agreement. Lessee shall be responsible for the repair and replacement of such items if/as needed:

15) ALTERATION AND IMPROVEMENTS. Without Lessor's prior written consent, Lessee shall make no alterations to the Premises or construct any building or make other improvements. All alterations, changes, and improvements shall be the property of Lessor and remain on the Premises at the expiration or upon sooner termination of this Lease unless removal is detailed by written agreement between Lessor and Lessee.

16) REPAIRS AND MAINTENANCE. Lessee shall, at their own expense, maintain the Premises and comply with all local codes and regulations including but not limited to keeping lawns, yard, shrubbery, and swimming pool (if any) in the same condition and repair as at the beginning of the Lease and disposing of all garbage and waste in a clean and safe manner. In the event of a city or HOA complaint, Lessor may have the lawn mowed, weeds pulled, or trash picked up at Lessee's expense after forty-eight (48) hours written notice, expenses to be charged to Lessee's Security/Cleaning/Key Deposit then reimbursed by Lessee. Lessee shall be responsible for any damages to the Premises, reasonable wear and tear expected.

Lessor shall affect all necessary repairs in a timely manner to keep Premises in a fit and habitable condition and be responsible for the following: Dishwashers, range/ovens; fridge; major plumbing and leak problems; water heaters; heating/cooling units.

Lessee is responsible for changing the air filters monthly - if the air filter is dirty at the time of service tenant will be responsible for all repairs; and all mechanical pool parts - tenant will be responsible for any repairs due to tenant damages or neglect.

The following items only come with Premises on an as is basis and Lessor will not be responsible for their installation, repair, or maintenance: garage door remotes and openers; washer and dryer; sprinkler system; screens and screen doors; broken windows; window coverings; toilet or sink stoppages; faucet, water spigot, and shower heads leaks; smoke detectors – Lessee to test smoke detectors on a monthly basis and keep all smoke detectors working; and all tenant caused damages.

17) DANGEROUS MATERIALS. Lessee shall not keep or have on the Premises anything of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18) DANGEROUS ANIMALS. No dangerous animals shall be kept at Premises. This includes but is not limited to Pit bulls, Rottweilers, and Doberman Pincers. If, in the sole judgment of Lessor, any animal is considered a nuisance or dangerous, Lessor will serve Lessee with a 5-day notice to permanently remove the animal from the Premises. If animal is found on the Premises at any time after the expiration of the 5-day notice Lessor may have animal removed at Lessee's expense.

19) CRIME FREE LEASE. Lessee shall not allow Premises to be used for any criminal activity. Lessee, Lessee's occupants, guests, and invitees shall not engage in any criminal activity, or in any act that is intended to or generally facilitates any criminal activity, or engage in any act of violence or threat of violence, including but not limited to: the unlawful display or discharge of a firearm; a racial slur; or a hate crime on or off the Premises. Violation of the above provisions is a material and irreparable breach of the Lease pursuant to ARS 33-1368 (A) and shall result in the issuance of a written notice for immediate filing of a special retainer action pursuant to ARS 33-1377 (E).

Lessee agrees that Lessor may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction. Proof of the violation shall not require criminal conviction but shall require only a preponderance of the evidence. Lessee agrees to cooperate with law enforcement agencies by allowing Lessor to release any information held by Lessor regarding Lessee's and Lessee's occupants to any law enforcement agency upon request. Lessee understands that crime can and does occur in every segment of life as well as in every community and neighborhood, regardless of the location.

No Premises can or should be considered totally safe and free from crime regardless of the measures taken to the contrary. Hence, Lessor does not, and cannot, in any way warrant or guarantee Lessee, Lessee's occupants, guests, or invitee's safety or security at, on, near or off the Premises. Lessee understands that the safety of Lessee and Lessee's household is Lessee's responsibility and not the responsibility of the community, or Lessor.

20) RIGHT OF INSPECTION. Except in the case of an emergency where notice shall be impractical, or where the Lessee has abandoned the Premises, or has failed to properly maintain the Premises, all as provided by law, Lessor shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises and all buildings and improvements thereon for the purpose of inspection and showing the Premises for rent or sale, upon giving the Lessee at least forty eight (48) hours notice of the Lessor's intent to so inspect or show.

21) COMMON WALLS. For homes with one or more common walls, Lessee agrees to allow no loud music or other noise that can be heard outside Lessee's unit.

22) OCCUPANCY. Guests remaining more than fifteen (15) days shall be considered unauthorized occupants unless prior written consent is given by Lessor. Lessor may, but is not obligated to, remove any unauthorized occupant as a trespasser, or, at the Lessor's election may require said unauthorized occupant to sign and agree to the Lease. Should unauthorized occupant refuse to be bound by the Lease, or refuses to leave on Lessor's demand, Lessee agrees to pay, as

additional Rent, \$10.00 (TEN DOLLARS) for each day the unauthorized occupant remains on the Premises.

23) ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part thereof without the prior written consent of Lessor. Consent of Lessor on one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession or license without the prior written consent of Lessor shall be void and shall, at Lessor's option, terminate this Lease.

24) JOINT OBLIGATION. All Lessees shall be jointly and severally responsible for payment of Rent and for performance of all covenants to be kept by Lessee hereunder. Without limiting the obligations imposed by the foregoing, where more than one person is Lessee, rent and other obligations shall be paid in total by a single instrument.

25) SUBORDINATION OF LEASE. This Lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to, any liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

26) DEFAULT. The failure of either Lessee or Lessor to fully perform per the terms of this Lease in any manner shall entitle either party to take all actions provided by law against the defaulting party. Neither party shall waive any existing or future rights to remedy by taking such action. All costs, attorney's fees, and other expenses of enforcing this Lease shall be paid by the losing party. If any default is made in the payment of Rent, or any part thereof as defined herein, or if any default is made in the performance of or compliance with any other term or condition hereof, this Lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the Premises and remove all persons there from. Lessee shall be given written notice of any default or breach. If Lessee has corrected the default or breach within 5 days of receipt of such notice, or has taken action to affect such correction within a reasonable time, termination and forfeiture of the Lease shall not result. Lessee shall pay all reasonable attorneys' fees necessary to enforce Lessor's rights. In the event Lessee defaults for any reason Lessor reserves the right to assess a \$200.00 fee.

27) MOLD DISCLOSURE. Lessee has inspected the Premises for evidence of mold. By signing this Lease, Lessee accepts the Premises As-Is and acknowledges the absence of mold. Lessee agrees to take all actions necessary to prevent the growth of mold. If there are problems with mold after Lessee takes occupancy & possession of the Premises, Lessee will resolve the problems at Lessee's expense and hold Lessor harmless.

28) RADON GAS DISCLOSURE. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time.

29) LEAD PAINT DISCLOSURE. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired

memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Go to www.estespropertiesonline.com for current copy.

30) EARLY TERMINATION OR ABANDONMENT. Lessee's personal absence from the Premises for seven (7) consecutive days while any Rent is unpaid shall be deemed intentional abandonment of said Premises unless written notice to the contrary has been given to Lessor. In the event of the foregoing, Lessor is authorized by Lessee(s) to take possession of any personal property remaining on the Premises and hold it for the prescribed period in 33-1370E of the Arizona Residential Landlord and Tenant Act, after which Lessor may retrieve property and sell it to pay for storage, moving and damages. Lessor may re-enter the Premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or any payment of any kind whatever. Lessor, at his discretion may re-let the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of such re-letting, and at Lessor's option, hold Lessee liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, as if this Lease had continued in force, and the net Rent for such a period realized by Lessor by means of such reletting.

31) SURRENDER OF PREMISES. At least (30) thirty days prior to expiration of this Agreement, Lessee shall give Lessor written notice of Lessee's intention to vacate the Premises. At the expiration of the Lease term, Lessee shall quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease. In the event Lessee gives notice of intent to vacate the Premises, Lessee agrees to show the Premises to prospective Lessee's during the ensuing thirty (30) days. If Lessee breaks this lease for any reason prior to the expiration date, Lessee will be charged a minimum of all advertising costs to re-Rent, and will be responsible for the Rent until the Premises is occupied by a new Lessee. Lessee agrees that a lack of cooperation in showing the home in any way may result in Lessee being responsible for additional lost Rents. Lessee to pay the replacement cost of any dead, damaged, or missing plants and landscaping.

32) MONTH TO MONTH LEASE. Should Lessee remain in possession of the Premises with the consent of Lessor after the natural expiration of this Lease, a new month to month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days written notice served by either Lessor or Lessee on the other party delivered by certified mail. If a new month to month tenancy is created as a result of this contract, Lessee agrees that Rent will increase 5% immediately and again every 12 months until a new Lease is negotiated and signed by both parties.

33) HOLDOVER BY LESSEE. Lessee realizes that when the lease expires or when notice has been received by Lessor of Lessee's intent to vacate on a given date, Lessee's failure to vacate on the date given or required may cause Lessor significant legal and economic difficulty. Should Lessee remain in possession of the Premises without the consent of Lessor after the natural expiration of this Lease, Lessee agrees to pay Lessor \$50 per day in addition to regular Rents until Premises is vacant or a new Lease is negotiated and signed by both parties.

34) DISPLAY OF SIGNS AND SHOWING. During the last 30 days of this Lease, Lessor may display "For Sale" or "For Lease" signs on the Premises. Lessor may also show the Premises to

prospective tenants as mutually agreed between Lessor and Lessee or with 48 hour notice to Lessee.

35) BINDING EFFECT. Both parties consider this written consent and grant that this Agreement shall be binding upon the successors, their heirs, administrators, executors, and assigns of Lessee. In the event of any dispute by the parties arising out of this Agreement, both parties agree to waive their right to a trial by jury and to accept the decision of binding arbitration. The parties further agree that the prevailing party is entitled to reasonable attorney's fees and costs in addition to all other relief.

36) INDEMNITY. Lessee expressly agrees to indemnify and hold Lessor harmless from any and all damage or injury to person suffered by Lessee, household members, guests, Lessors or invitees. This indemnity shall extend to damage, injury, losses, claims, suits, judgments, or actions arising from the negligence of Lessee, household members, guests, Lessors, or invitees and anyone in Lessee's control or employ, or for damage or injury by reason of breakage, leakage, or obstruction of water pipes, soil pipes, or from any damage as a result of the above. Lessee agrees to hold Lessor harmless from any injury or damage to Lessee's personal property due to fire. Lessee is aware that the Owner's insurance does not cover any of the Lessee's personal Premises damaged for any reason and Lessee agrees to provide personal property insurance at Lessee's expense.

37) UNDERSTANDING. This written agreement constitutes the full understanding between Lessee and Lessor, and no verbal promises made outside this Lease are binding. Any changes to this Agreement must be in writing and signed by both parties. Should any provisions of this Agreement be determined to be unenforceable or illegal, the remaining terms shall remain in full force and effect.

SUMMARY OF CHARGES: Amount: Muni Fee: TOTAL: Due By: Paid On:

Application Fee: _____

Initial tenant admin fee: _____

Pet Fee \$150x _____ = _____ (non-refundable): _____

Security Deposit (refundable): _____
Pro-Rated rent for the month of _____
TOTAL MOVE-IN COSTS: _____
Application/Hold Money Applied: - _____
Balance to be Paid in FULL at Lease Signing: _____
Actual funds provided at Lease Signing: _____
Overpayment (if any): _____ Applies to: _____
ONGOING MONTHLY RENT: Amount: Muni Fee: TOTAL: _____

LESSEE (sign and print) Date Email Social Security Number

LESSEE (sign and print) Date Email Social Security Number

LESSEE (sign and print) Date Email Social Security Number

LESSOR – FOR Estes Properties, LLC (sign and print) Date

LEASING MANAGER APPROVAL Date

BROKER APPROVAL Date

Estes Properties, LLC hereby acknowledges the receipt of \$ _____ from
_____ (applicant) to hold the property located
at _____ for
up to 10 days, beginning on _____ and ending on _____.

Applicant hereby agrees to complete the Estes Properties application by the end of the first day of the hold period.

If applicant is approved, the Lease for the above mentioned property must be executed within the 10 day hold period or the hold money shall be forfeit and the property shall be made available to another applicant. Failure to complete the application by the end of the third day of the hold period shall render the hold money forfeit. If application is not approved for any reason, the entire amount of hold money shall be returned to applicant.

Estes Properties, LLC also acknowledges the receipt of \$ _____ (\$35 per adult applying for the lease on the property) as an application fee. Regardless of the outcome of the application process, the application fee is not refundable.

FOR Estes Properties, LLC (print name also) Date

APPLICANT (print name also) Date Social Security Number

APPLICANT (print name also) Date Social Security Number

MOVE-IN/MOVE-OUT CHECKLIST

This move-in/move-out checklist is hereby made a part of the Lease Agreement dated _____ by and between Estes Properties, LLC (Lessor), and _____ (Lessee), for premises located at _____.

Move-In Date _____ Move-Out Date _____

Inspection Date _____ Inspection Date _____

1. This checklist is to be completed by the Lessee upon moving in and Lessor upon Lessee moving out of the property. Lessee is encouraged to be present during move out inspection.
2. Lessee shall have 3 (three) days after taking possession in which to complete this checklist to include any defects in the property and deliver completed checklist to Lessor along with photos documenting any defects. Failure to supply Lessor with this completed checklist and photos within the time specified shall constitute Lessee's acknowledgement that there are no defects and that in fact the Lessee has accepted the premises and appliances in good and satisfactory condition.
3. Lessee shall leave the premises in the same or better condition as when accepted by the Lessee, reasonable wear expected.

**MOVE IN/MOVE OUT
CONDITION ESTIMATE COMMENTS**

KEYS	
Mailbox	
Door	
Dead Bolt	
Garage Door Opener	
GENERAL ITEMS	
Carpets - Clean	
Trash and personal items removed	
Wall surfaces clean	
Paint Condition	
Blinds, curtains, & shades	
Doors – frames, hardware, function	
Windows work properly - Clean	
Screens on Windows	
Lighting fixtures & bulbs	
Electrical outlets work - covers	
Smoke detectors work	
Ceiling fans – quantity	
Washer – Clean and Working	
Drier – Clean and Working	
Other:	
HEATING AND AIR COND.	
Clean & working	
Furnace filters	
MOVE IN/MOVE OUT	
CONDITION ESTIMATE COMMENTS	
KITCHEN (Including Cabinets)-Clean	
Refrigerator - Clean & Working	
Stove - Clean & Working	
Fan, Filter & Hood - Clean & Working	
Dishwasher – Clean & Working	
Disposal.- Clean & Working	
Condition of Counter Tops	
Light Bulbs	
Other:	

BATHROOM #1- Clean	
Plumbing Working Properly	
Fan - Clean & Working	
Paper Holder & Towel Bar Secure	
Light Bulbs	
Mirrors Clean	
Other:	
BATHROOM #2- Clean	
Plumbing Working Properly	
Fan - Clean & Working	
Paper Holder & Towel Bar Secure	
Light Bulbs	
Mirrors Clean	
Other:	
BATHROOM #3- Clean	
Plumbing Working Properly	
Fan - Clean & Working	
Paper Holder & Towel Bar Secure	
Light Bulbs	
Mirrors Clean	
Other:	
YARD- Clean	
Front – Plants	
Front – Landscaping	
Back – Plants	
Back Landscaping	
Watering System/Timer	
Debris removed	

By signing below I/we accept the Move-In/Move-Out Checklist as a part of the lease agreement and agree that it is an accurate account of the condition and contents of said premises and acknowledge receiving a copy hereof. I/we also agree to pay for any damages to the property and contents other than normal wear.

LESSEE: _____ DATE: _____

LESSEE: _____ DATE: _____

LESSOR: _____ DATE: _____