

Residential Lease Agreement

This agreement is made and entered into this 16th day of December, 2024, between the City of Dyersville, the landlord and Nick Zitelman, the tenant. The parties agree as follows:

1. **Property.** The landlord agrees to lease the property located at 406 13th Avenue SE, Dyersville to the tenant with the conditions contained in this agreement.
2. **Term.** This lease will begin on January 1, 2025. The termination date will be May 31, 2025 at 11:59 PM. On the termination date, the tenant will be required to vacate the premises unless the landlord and the tenant formally extend this agreement in writing or create and execute a new, written, and signed agreement.

If no agreement is signed, the term will default to a month to month lease until either the landlord or the tenant gives proper notices to end the lease. The terms of this lease agreement will still apply.

3. **Rent.** The tenant will pay to the landlord the sum of \$1,250.00 per month as rent for the term of the agreement. Due date for rent payment will be the first day of each calendar month and will be considered advance payment for that month. Weekends and holidays do not delay or excuse the tenant's obligation to timely pay rent.
 - A. *Delinquent Rent.* If not paid on the first, rent will be considered overdue and delinquent on the 2nd day of each calendar month. If the tenant fails to timely pay any month's rent, the tenant will pay the landlord a late charge of \$50.00 per day until rent is paid in full. If the landlord receives the monthly rent by the 3rd day of the month, the landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the landlord may exercise for the tenant's failure to timely pay rent.
 - B. *Prorated Rent.* In the event that the first day of the lease is not the first of the calendar month, rent payment will be prorated based on a 30-day period.
 - C. *Returned Checks.* In the event that any payment by the tenant is returned for insufficient funds ("NSF") or if the tenant stops payment, the tenant will pay \$30.00 to the landlord for each such check, plus late charges, as described above, until the landlord has received payment. Furthermore, the landlord may require in writing that the tenant pay all future rent payments by cash, money order, or cashier's check.
 - D. *Rent Increases.* There will be no rent increases during the term of the lease. If this lease is renewed automatically on a month to month basis, the landlord may increase the rent during the renewal period by providing written notice to the tenant 30 days prior to the rental increase.
4. **Security Deposit.** The tenant will deposit with the landlord the sum of \$1,250.00 receipt of which is acknowledged by the landlord, as security for any damage caused to the premises during the term.

A. *Refund.* Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant.

B. *Deductions.* The landlord may deduct reasonable charges from the security deposit for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Costs of cleaning, deodorizing, and repairing the property and its contents for which the tenant is responsible;
- (5.) Pet violation charges;
- (6.) Replacing unreturned keys, garage door openers, or other security devices;
- (7.) The removal of unauthorized locks or fixtures installed by the tenant;
- (8.) Insufficient light bulbs;
- (9.) Packing, removing, and storing abandoned property;
- (10.) Removing abandoned or illegally parked vehicles;
- (11.) Costs of reletting, if the tenant is in default;
- (12.) Attorney fees and costs of court incurred in any proceeding against the tenant;
- (13.) Other items the tenant is responsible to pay under this lease including any and all costs associated with restoring the premises to its original condition.

If deductions exceed the security deposit, the tenant will pay to the landlord the excess within ten days after the landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **Use of Premises.** The premises will be used and occupied solely by the tenant and the tenant's immediate family, consisting of Nick Zitelman, his spouse, and children, exclusively, as a private single family dwelling, and no part of the premises will be used at any time during the term of this agreement by the tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. The tenant will not allow any other person, other than the tenant's immediate family or transient relatives and friends who are guests of the tenant, to use or occupy the premises without first obtaining the landlord's written consent to such use. If a guest is staying on the premises for more than three nights in a seven day period then the tenant needs to get prior approval from the landlord. The tenant will comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the premises.
6. **Condition of Premises.** The tenant agrees that he has examined the premises, and that they are at the time of this lease in good order and in a safe, clean and the tenantable condition. The tenant agrees to fill out and return the Rental Property Inventory and Condition form within 48 hours of moving into/out of the premises.
7. **Assignment and Sub-Letting.** The tenant will not assign this agreement, or sub-let or grant any license to use the premises or any part without the prior written consent of the landlord. A consent by the landlord to one such assignment, sub-letting or license will not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of the landlord or an assignment or sub-letting by operation of law will be absolutely null and void and will, at the landlord's option, terminate this agreement.
8. **Alterations and Improvements.** The tenant will make no alterations to the buildings or improvements on the premises or construct any building or make any other improvements on the premises without the prior written consent of the landlord. Any and all alterations, changes, and/or improvements built will, unless otherwise provided by written agreement between the landlord and the tenant, become the property of the landlord and remain on the premises at the expiration or termination of this agreement.
9. **Hazardous Materials.** The tenant will not keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the premises.
10. **Criminal Activity.** In the event of any criminal activity on the premises, whether the tenant is directly or indirectly involved, the tenant may be evicted.
11. **Utilities.** The tenant will be responsible for arranging for and paying for all utility services required on the premises. These utilities include, but are not limited to:
 1. City Utilities
 2. Gas
 3. Electric

12. **Maintenance, Repair, and Rules.** The tenant will, at his sole expense, keep and maintain the premises in good and sanitary condition and repair during the term of this agreement and any renewal. This maintenance includes, but is not limited to:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Not obstruct or cover the windows or doors;
- D. Not leave windows or doors in an open position during any inclement weather;
- E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony;
- F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of the landlord;
- G. Keep all heating and air conditioning filters clean and free from dirt;
- H. Keep all lavatories, sinks, toilets, and all other water and plumbing appliances in good order and repair and only used for the purposes for which they were constructed. Any damage to any such appliance and the cost of clearing stopped plumbing resulting from misuse will be paid by the tenant;
- I. The tenant's family and guests will, at all times, maintain order in the premises and at all places on the premises, and will not make or permit any loud or improper noises, or otherwise disturb other residents and/or neighbors;
- J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents and/or neighbors;
- K. Deposit all trash, garbage, rubbish or refuse in the locations provided and will not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- L. Abide by and be bound by any and all rules and regulations affecting the premises or the common area.

13. **Damage to Premises.** In the event the premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of the tenant, this agreement will terminate from such time except for the purpose of enforcing rights that may have then accrued. Should a portion of the premises be rendered uninhabitable, the landlord will have the option of either repairing such injured or damaged portion or terminating this agreement. Such part so injured will be restored by the landlord as speedily as practicable.

If the tenant will be away from the premises for more than seven days then it is his duty to ensure the premises stays heated to at least 50°F to keep the pipes from freezing. Failure to do so will place repair costs on the tenant.

14. **Access by the Landlord.** The landlord and the landlord's agents will have the right at all reasonable times, and by all reasonable means, with 24 hour written notice, during the term of this agreement and any renewal to enter the premises for the following purposes:
- A. Inspect the Property for condition;
 - B. Make repairs;
 - C. Show the property to prospective the tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
 - D. Exercise a contractual or statutory lien;
 - E. Leave written notice;

The landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the property during the term of this lease or any renewal period.

If the tenant fails to permit reasonable access under this paragraph, the tenant will be in default.

If the tenant will be off the premises for more than seven days in a row then he must notify the landlord so the landlord can enter the premises to ensure the premises stays in working condition. The tenant is responsible for any damage as a result of turning the heat off or down during cold weather. If the tenant wants a third party to stay on the premises for the purposes of "housesitting" then he needs prior approval from the landlord. The landlord will require the third party's contact information.

15. **The Tenant's Hold Over.** If the tenant remains in possession of the premises with the consent of the landlord after the natural expiration of this agreement, a new tenancy from month-to-month will be created between the landlord and the tenant which will be subject to all of these terms and conditions except that rent will then be \$2,000.00 per month and such tenancy will be terminable upon a full 30-day written notice issued by either party.
16. **Surrender of Premises.** Upon the expiration of the term, the tenant will surrender the premises in as good a state and condition as they were at the start of this agreement, reasonable use wear and tear damages, and damages by the elements will be expected.
- If the tenant abandons personal property on the premises at the end of the agreement term, the landlord will dispose of the property at the expense of the tenant.
17. **Animals.** There will be no more than two animals, unless authorized by a separate written Pet Addendum to this agreement. The tenant is responsible and liable for any damage or required cleaning to the property caused by any animal and for all costs the landlord may incur in removing or causing any unauthorized animal to be removed.
18. **Waterbeds.** There will be no waterbeds, unless authorized by the landlord in a separate written agreement to this agreement.

19. **Quiet Enjoyment.** The tenant, upon full payment of rent and other fees and the tenant's observance of all rules and regulations, will and may peacefully and quietly use said premises for the term.
20. **Indemnification.** The landlord will not be liable for any damage or injury of or to the tenant, the tenant's family, guests, invitees, agents or employees or to any person entering the premises due to negligence outside of the landlord's control.
21. **Governing law.** This agreement will be governed under the Laws of the State of Iowa.
22. **Severability.** If any provision of this agreement, for any reason and to any extent, be invalid or unenforceable, the remainder of this agreement will not be affected and that provision will be enforced to the maximum extent permitted by law.
23. **Non-Waiver.** No delay, waiver, non-enforcement, election or non-election by the landlord under this agreement will be deemed to be a waiver of any other breach by the tenant, nor will it affect the tenant's duties, obligations, and liabilities as agreed upon.
24. **Modification.** The parties agree that this document contains the entire agreement between the parties and will not be modified unless the addition is written in and signed by all parties.
25. **Notice.** Any notice required or permitted under this lease, or under state law, will be delivered to the tenant at the property address, and to the landlord at the following address:

Nick Zitleman, 414 12th Avenue SE, Dyersville, Iowa 52040

The landlord:

Sign: _____

Print: Mick J. Michel, City Administrator

Date: 12.31.24

The tenant:

Sign: _____

Print: _____

Nick Zitelman

Date: _____

12-30-24