

SUE RESIDENCE APTS RENTAL AGREEMENT/ LEASE A. PARTIES (TENANT & TENANT FAMILY) DWELLING UNIT AND TERM:

it is agreed this _____ day of _____, 20____ between (Landlord) Sue Residence Apartments, LLC and (Tenant) _____ and Tenant's Household listed as everyone who will occupy dwelling including names and relationships of all

occupants and ages of all minor children: NAME 1) _____ 2) _____ 3) See below special remark*
AGE RELATIONSHIP 1) _____ 2) _____

*Special Remark

Tenant rents premises located at _____ Dubuque, Iowa, for use by Tenant only as a private dwelling unit, for a _____ term from the _____ day of _____ 20____ and including the _____ day of _____ 20____, at which time this agreement is terminated.

In the event of a month-to-month short term stay, additional rules and regulation applies, based upon different rent/price structure. Please ask the property manager for details.

B. RENT: Tenant agrees to pay per month in advance, on the first day of each month to the Landlord. If the Tenant takes possession on a date other than the 1st of the month, the first month's rent shall be prorated on the basis of 30 days as follows:
\$ _____ per day x _____ days = \$ _____ rent.

C. PAYMENT OF RENT: The proper form for payment of the rent and of the security deposit under this Rental Agreement must be made in cash, money order, cashier's check, or personal check. Time is of the essence and no excuses will be accepted. Rent checks are made payable to Sue Residence Apartments, LLC and sent by mail to the Landlord at P.O. Box 423, Dubuque, IOWA 52004 on regular rent payment days. Any rents lost in the mail will be treated as if unpaid until received by Owner. Tenant can also pay directly to Robert Chu, the property manager whose current address is Apartment #7, 1020 University Ave, Dubuque Iowa 52001 (949 273 9469; 563 513 3700)

D. RENTAL COLLECTION FEE FOR LATE RENT: Tenant acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement, the exact amount of which is subject to case by case consideration. In the event rent is not received prior to 6:00pm on the 5th of the month, regardless of cause including returned checks, Tenant further agrees to pay according to the monthly rental rate of _____. No excuses will be accepted for late payment (less prior agreement has been reached and given approval by the property manager).

E. RETURN OF CHECK CHARGE: If for any reason the check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay a returned check charge of \$ 20.00 plus any late penalty incurred.

F. NONPAYMENT OF RENT: Landlord will follow remedies provided by law if rent is unpaid when due. A processing administrative fee of \$ 25.00 will be charged for each 3 DAY NOTICE TO PAY UNPAID RENT served if any portion of the rent remains unpaid by 6:00 pm on the 5th of the month and the Landlord will continue the Eviction Process.

G. DEPOSIT: Tenant agrees to pay Security Deposit equal to first month's rent _____ to be held by Landlord. Deposit is held as security against damage to property, appliances, other furnishings, carpet (normal wear & tear excepted), vacating the dwelling unit in less than the minimum rental period, unpaid rent, or eviction expenses; Tenant agrees that a Security Deposit Agreement has been or will be executed. In the case of multiple tenants, any out-going tenant who leaves prior to the lease termination date automatically relinquishes his/her interest in the Security Deposit; the remaining tenants may be requested to pay the amount necessary to bring the deposit back up to the required amount. (Landlord may want to consider new lease at this point.)

H. UTILITIES: Tenant agrees to transfer the utilities into his/her name PRIOR to occupying unit. Utilities not switched after 3rd day of occupancy will be disconnected. Tenant is responsible for the following utility expenses:

___ gas ___ electricity ___ water hot water ___ sewer garbage removal.

Tenant is responsible for checking with the utility companies concerning rates and deposits; Tenant must sign most recent versions of all contracts. Tenant agrees to have such accounts in his/her name and to be responsible for those accounts throughout term of the lease or occupancy term if longer than lease term. Both Tenant and Landlord agree to pay their respective utility and service bills in full when they are due. Tenant must sign most recent versions of all contracts. Tenants responsible for water/sewer/garbage agree to sign up for monthly billing. Tenant agrees to use all utilities in a reasonable manner and to use utilities paid for by the Landlord in reasonable amounts only and NOT to install additional appliances or equipment which would materially affect or increase energy consumption without permission from Landlord. **For a unit where the Landlord pays the electric and heating utility bills**, there will be an additional fee for having one or more air conditioner for cooling units during the months of May, June, July, August and September as follows: 1 unit = \$ 40/month; 2 units = \$ 60/month; there will be an additional fee for having one or more stand alone heating units during the months of Nov, Dec, Jan, Feb and Mar as follows: 1 unit = \$40/month; 2 units = \$ 60/month. The fee is due and payable along with the normal rent payment.

I. ABANDONMENT: The landlord is attempting to exercise due diligence regarding the tenant's property. The tenant agrees that all personal belongings must be removed from the unit when tenancy terminates. The tenant agrees that any property remaining after tenancy termination becomes the property of the landlord, and the tenant has forfeited possession rights. Any personal property will be disposed of 30 days after tenancy termination. Any arrangement contrary to the preceding statement must be agreed upon between landlord and tenant prior to tenancy termination and **MUST BE** in writing.

J. ACCESS: Tenant agrees that Landlord/Owner/Agent shall have the right, subject to Tenant's consent, which shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make repairs or improvements, supply services, or to exhibit the dwelling to prospective or actual purchasers, mortgagees, potential residents or workers, provided, however, that Landlord may enter unit without Tenant's consent in case of an emergency, scheduled repairs, or if it is impracticable to do so.

K. CONDITION OF DWELLING UNIT: Tenant acknowledges that he/she & Landlord have inspected the dwelling unit using a Move-in Checklist and that unit is in decent, safe, dean, and sanitary condition, and that all appliances, fixtures, furnishings and equipment in the unit are in good working order. Tenant shall have the right to report, in writing, any defects or damages to the Landlord within 72 hours from the date of occupancy, Without said report, it will be assumed that unit is in acceptable condition. Tenant agrees to use reasonable care in protection & care of dwelling & Premises during occupancy and at end of the tenancy to deliver up and surrender premises to Landlord in condition as good as when received, reasonable wear and tear excepted. Tenant agrees that he/she has received a copy of the checklist, after move-out Tenant & Landlord will go through inspection using same form.

L. DAMAGE TO PREMISES: Whenever damage to the premises is caused by the carelessness, misuse, abuse, or neglect of the Tenant, his/ her family, household member, visitor, guest, or agent, the Tenant agrees to repair or otherwise correct the damage at his/her expense and in a manner approved by Landlord, and to do so within a reasonable time OR to pay the Landlord the reasonable cost of all repairs and replacements completed by the Landlord to restore the premises to a decent, safe, and sanitary condition, and to do so promptly after completion and billing for payment.

M. FURNISHINGS: Tenant agrees to leave the following furnished items in the same condition at termination of occupancy as they are at beginning of occupancy:

___ stove ___ refrigerator ___ smoke alarm(s) ___ ceiling fan(s) where applicable ___ window a.c where applicable ___ carbon monoxide detector where applicable ___ curtains ___ blinds ___ furniture where applicable ___ fixtures such as lamps and decorative items ___ others where applicable

N. KEYS: Tenant will be furnished with ___ keys. Tenant agrees to pay for RELOCKING if anytime during tenancy the keys are lost or if ALL COPIES of the keys are not returned at end of tenancy. When moving out, Security Deposit will be held unless ALL copies of keys are returned to Landlord.

O. NOTICES: Service of any notice required under this Lease or Iowa Law shall be accomplished by 1) personal hand delivery to the tenant or to any adult occupant 2) serving in the manner provided by law for the service of original notice 3) by sending Notice by mail to the last known address 4) by posting as allowed by law.

P. OCCUPANTS: Tenant agrees that no persons except those specifically name on the Lease will be permitted to occupy the dwelling. Any additional occupant 18 years of age or older must also complete an Application for Tenancy and be approved by the Landlord. If Tenant fails to inform Landlord of additional people occupying premises, the Landlord may terminate the lease. Occupancy is considered to be more than six overnight stays per any month. Unapproved occupants are trespassers.

Q. PAINTING, ALTERATIONS, ADDITIONS: Tenant agrees not to do ANY painting or make any alterations changes, removals, or additions to the unit without prior written approval from the Landlord. Only small nails are to be used on the walls. If a large item is to be hung, Tenant agrees that any damage to walls will be assessed according to the Security Deposit. Nothing should be used on the woodwork.

R. PETS: Tenant agrees no fish, birds, reptiles, animals or pets of any kind are allowed anywhere on the premises at any time, even temporarily, no matter who owns them, without prior written permission from the Landlord including a Pet Agreement.

S. RESPONSIBILITY: If more than one Tenant, each Tenant agrees to jointly and severally accept liability for all provisions of lease. Each tenant is responsible for the payment of the full rent and damages incurred, not just a share of the rent or limited to only damages they personally incur. Unapproved roommates are essentially trespassers.

T. RULES: Tenant agrees that he/she has received in writing all existing RULES concerning the Tenant's use and occupancy of the premises. Tenant understands that additionally, Landlord may from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

U. TERMINATION: If Tenant intends to vacate at end of Agreement/lease, Tenant shall give Landlord thirty (30) days written notice prior to moving out and prior to expiration of lease.

Notice is due on or before 1st of month and Tenant must be moved out by end of month. Such notice shall be in writing and shall give a specific date (at least by the last day of the month) and time for moving out, and give forwarding address or other instructions for return of deposit. Notice given on the 15th will be a 6 week notice. In the event less than required notice is given or if Tenant "holds over" past expiration of lease or past end of month, Tenant's account will be charged \$ 75.00 dally. After being completely moved out, Tenant will return all copies of all keys, and go through move out inspection with Landlord and provide written forwarding address.

V. PROVISIONS NOT AFFECTING LEGAL PROVISIONS: Whatever item in this lease is found to be contrary to any local, state, or federal law, then the latter shall take the precedent, and it shall not affect the validity of any other item in the lease.

I/We agree to abide by the terms of this Rental Agreement.

By _____ Signature of Tenant # 1
By _____ Signature of Tenant # 2
By _____ Signature of Co-signer
By _____ Signature of Landlord/Agent

Sue Residence Apartments, LLC PO Box 423, Dubuque, Iowa 52004

Date _____ Date _____ Date _____ Date _____

RULES AND REGULATIONS - ADDENDUM TO LEASE (SUE RESIDENCE APARTMENTS LLC)

In consideration of the execution or renewal of a lease, Tenant agrees as follows. These rules apply to all members of the tenant's household, guests or any person under the Tenant's control. Violations of any of these rules may result in immediate termination of tenancy.

SAFETY

1. No fuel operated stove or grills within 10 ft. of building or on any combustible surface.
2. No open fires outdoors
3. If smoking is allowed in your apartment or on the premises, carefully extinguish materials and properly dispose of them to prevent fires. Smoking is not allowed in any common area, such as a hallway or laundry room, entry ways, or stairway.
4. Each unit has a smoke detector. Do not disable or tamper with detector. Tenant is responsible for contacting Landlord for battery replacement. Any fire must be reported to the Landlord.
5. Please report to the Landlord any hallway, stairway, entry, outside or security lights that are out.
6. Give Landlord immediate notice of any malfunctioning electrical, heating, plumbing system problems or appliance, fixtures, equipment problems.
7. Insects, rodents, or other pests within the unit must be exterminated. Notify the Landlord when evidence of such problems arise.
8. Keep all outside entry doors that are designed as security doors and /or emergency doors be shut and locked at all times. Tenants are encouraged to get a rental insurance to cover his or her liabilities during the course of his/her tenancy and the rental insurance is strongly recommended. Sue Residence Apts, LLC is more than happy to refer to our own agency for an inexpensive coverage. Please ask Robert Chu for details.

CRIMINAL ACTIVITY

1. If you own guns, they must be kept locked securely inside your own apartment.
2. Any criminal activity including drug-related activity on or near the premises will not be tolerated.
3. Any illegal activity, assault, or threats of assault on or near the premises will not be tolerated.
4. Any breach of the lease agreement that jeopardizes the health, safety and welfare of the landlord, his agent, other tenant(s) or involves serious property damage will not be tolerated.

PEACEFUL CO-EXISTENCE

1. Congregating on front steps, porches, or common areas that blocks access or disturbs the peace will not be allowed.
2. Loud music, loud parties, noisy foot traffic, noisy gatherings, or disturbances of any kind either caused by tenant or family or visitors will not be tolerated. In addition, the leased premises in general shall be quiet between the hours of 1 0:00pm and 9:00am.
3. Children must not play in halls or other common areas in the buildings or entrance.
4. Tenant shall not cause nor permit any unusual or objectionable odor to be produced or emanate from their apartment.

PROPERTY

1. Garbage is to be removed routinely from your unit and put into the dumpster provided.
2. Leave the laundry room clean after use.
3. Defacing the property is cause for termination of tenancy.
4. Keys are NOT to be copied and handed over to others. Should you need other sets, notify the Landlord. Costs to replace lost keys or to re- key the building will be charged according to the provisions in your lease.
5. If parking is provided, be considerate of other tenants. Parking is for tenants only, not for use by guests.
6. Any modification to the unit or a common area of the property in order to accommodate a tenant with a physical disability must be first agreed to in writing by the Landlord.
7. The unit is to be kept clean and neat at all times. No littering in any of the common premises of the apartment building.
8. No TV antennae, dish satellite devices, or cable, signs or any other device may be placed in buildings or outside grounds or in any window without express written permission from the Landlord.
9. Window air conditions are permitted to be installed by tenants; Landlord reserves the right to inspect and approve of installation.
10. Written permission is needed for parking of 2 or more vehicles. Car washing, oil changing, or repairing of vehicles is not allowed on leased premises or the common areas. Trucks larger than pickup trucks are not permitted in parking lots. Boats, campers, and the like are not allowed.
11. Patios and balconies are to be kept neat and clean. Personal items are not to be stored in common areas. No grilling on balconies, porches, or patios. Water beds are not permitted.
12. All keys must be returned or the charge for re-keying will be taken from the Security Deposit. Tenant will be charged \$ 20.00 for the second lock-out and each subsequent lock-out. Do not attempt to break into your apartment. Tenant will be charged the full replacement cost for repair or replacement of broken locks.

_____ Date _____ Signature of Tenant
 _____ Date _____ Signature of Additional Tenant

SECURITY DEPOSIT AGREEMENT

LANDLORD AND TENANT TOGETHER WILL GO OVER "MOVE-IN CHECKLIST" FOR INSPECTION AT BEGINNING AND END OF OCCUPANCY. LANDLORD AND TENANT SHOULD PERFORM "PRE-MOVE OUT" INSPECTION 7-10 DAYS PRIOR TO ACTUAL MOVE-OUT SO THAT TENANT CAN CORRECT ANY UNSATISFACTORY CONDITIONS BY MOVE-OUT DAY AND PRIOR TO FINAL INSPECTION.

TENANTS' MAJOR OBLIGATION: RETURN UNIT TO OWNER AT THE END OF TENANCY IN SAME CONDITION AS AT THE BEGINNING OF TENANCY.

We would like to return your deposit, and we will return it if you have satisfactorily met the following conditions. (For satisfactory conditions, no charges are made; for unsatisfactory conditions, charges will be made)

1. All terms of Rental Agreement have been fulfilled. 2. Dwelling unit will be inspected after all household effects have been removed and keys returned to Landlord. If Tenant fails to meet with Landlord for Move-Out Inspection, Tenant relinquishes any rights to dispute unsatisfactory areas. Move-Out Inspection determines any necessary repairs, replacement, restoration, clearing, or other costs to be charged to Tenant
3. If moving at end of lease, Tenant must have given proper notice as explained in the Rental Agreement. If Tenant "holds-over" past expiration of lease or past end of month, Tenant owes additional rent.
4. Tenant agrees that this Deposit is not intended as advance payment of rent, and that the full monthly rent will be paid on or before the first of every month including the last month.
5. All keys must be returned.
6. All debris, rubbish, garbage, and discards must be removed from dwelling.
7. No damage to property, furnishings, carpet or floors.
8. Any and all items furnished by Landlord must be returned clean, undamaged, and accounted for.
9. All utilities which are Tenant's responsibility must remain in Tenant's name during lease period or term of tenancy (whichever is longer). Tenant must provide paid receipt for full payment of any utilities for which landlord could ultimately be held responsible.
10. Written forwarding address and/or instructions must be provided in order for Deposit refund or explanation of charges to be handled. 11. If Application for Tenancy is withdrawn after Tenant is notified of approval, Tenant forfeits any Security Deposit paid.
12. If more than one Tenant occupying unit, any Tenant who leaves prior to lease termination relinquishes Tenant's claim to any Security Deposit. Remaining tenants may be required to pay amount necessary to bring deposit back to required amount

SECURITY DEPOSIT REQUIRED \$ _____ AMOUNT PAID \$ _____ BALANCE OWING \$ _____

LANDLORD SUE RESIDENCE APTS, LLC

UNIT _____ DATE _____ TENANT(S) _____;
