

RENTAL AGREEMENT
FOR
POINTE WEST

IT IS AGREED this Friday, December 22, 2006, by and between T & T Rentals, L.L.C. and their assigns (hereinafter "Landlord"), and the undersigned, (hereinafter "Tenant").

Whereas, Landlord is the owner of

- 1815 W. 18th St., Cedar Falls, Iowa Apartment
- 1901 W. 18th St., Cedar Falls, Iowa
- 1921 W. 18th St., Cedar Falls, Iowa,
(hereinafter "Building").

Whereas, Landlord wishes to lease to Tenant, and Tenant wishes to lease from Landlord Apartment To (hereinafter "Premises"), subject to the terms and conditions as hereinafter set forth. In consideration of the rents, covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the parties as follows:

1. DESCRIPTION. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Premises, to be occupied solely as a private dwelling only by the undersigned, as well as the following authorized persons:

Print Name

Print Name

Print Name

Print Name

2. TERM. Landlord leases Premises to Tenant for a term commencing on at 5:00 pm, and continuing until at 5:00pm, or until terminated as hereinafter provided. A new Rental Agreement will not be accepted at the expiration of this term, unless it is signed ninety days prior to the expiration of this Agreement.

3. RENT. Tenant shall pay rent for said term as follows: \$ for the full term of the lease. Tenant shall pay rent for said term as a "monthly rent" as follows: \$ per month, in advance. Said rent will be due by 12:00 p.m. on the 1st day of each month. A method of payment of said rent shall be selected by the tenant based upon the options outlined by the Landlord in the Rent Payment Disclosure Acknowledgement. Rental payments shall be in the form elected by the tenant and payable to T&T Rentals, L.L.C. at 2210 College St., Cedar Falls, Iowa 50613. Rent is deemed paid upon actual receipt of the full amount due. Rent which is not paid on time is subject to a late payment fee of \$25.

4. SECURITY DEPOSIT. Tenant herewith deposits with Landlord the sum of \$.. (not to exceed two months rent) and agrees that said sum is to be retained by Landlord during the term of this Rental Agreement and renewals thereof. At the expiration of the term the sum shall be returned to Tenant as provided in the Rules and Regulations adopted by Landlord, provided however, that Landlord may withhold from the security deposit such amount as may be necessary (a) to remedy Tenant's default in the payment of rent or other funds

due to Landlord pursuant to this Rental Agreement, and the Rules and Regulations, (b) to restore the Premises to the condition at the commencement of the tenancy, normal wear and tear excepted, and (c) for other purposes as allowed by law. If the security deposit is insufficient to cover the foregoing liability, Tenant agrees to pay the balance upon demand. Tenant may not choose to utilize the security deposit as payment of any rental installment during the term. This covenant shall survive termination of this Rental Agreement.

5. TERMINATION OF RENTAL AGREEMENT. This Rental Agreement will terminate upon expiration of term. In addition, if there is a material noncompliance by Tenant with the terms of this Rental Agreement or Rules and Regulations, Landlord may deliver written notice of the act constituting the breach and Landlord's election to terminate this Rental Agreement within seven (7) days if the breach is not remedied within seven (7) days. If Tenant fails to remedy such breach within seven (7) days, this Rental Agreement shall terminate as provided in said notice; provided however, that if Tenant fails to pay the rent within three (3) days after written notice by Landlord of nonpayment of rent when due, Landlord may terminate this Rental Agreement immediately and proceed with any and all available remedies provided at law or in equity. If Tenant breaks lease, tenant will forfeit full deposit and will be responsible for the remainder of the lease terms or until apartment is filled and all cost associated with releasing apartment.

6. UTILITIES. Tenant will be responsible for transferring utilities prior to occupancy. Any utilities not switched prior to the 3rd day of occupancy will be disconnected. All utilities provided by Landlord shall be used in a reasonable manner.

7. ASSIGNMENT AND SUBLETTING. This Rental Agreement shall not be Assigned by Tenant, or the Premises shall not be Sublette.

8. REPRESENTATIONS. Tenant represents to Landlord, as an inducement to Landlord to enter into this Rental Agreement, that all of the representations made by Tenant on the Application for Rental Agreement are true and correct, and agrees that if any of said representations are incomplete or false, Landlord may, at is option, declare the same to be a breach of a material noncompliance by Tenant of this Rental Agreement.

9. LANDLORD'S DUTIES. Landlord agrees to comply with Section 562A of the Code of Iowa.

10. DELAY OF POSSESSION. If Landlord is unable to give Tenant possession at the beginning of the term, rent shall be abated on a pro rata basis until possession can be given.

11. RULES AND REGULATIONS. Tenant agrees for himself, the members of his family, and his invitees and guests, to consult, conform to, and abide by all Rules and Regulations concerning Tenant's use and occupancy of the Premises, including all additions, changes, deletions, or amendments to said Rules and Regulations which Landlord may deem necessary for the protection of the Building, the general comfort and welfare of the Tenants, or the ease and efficiency of the management hereof or as otherwise allowed by law. Any failure of Tenant, his family, and his invitees and guests, to observe and comply with all Rules and Regulations shall constitute a breach of a material noncompliance with the terms of this Rental Agreement in the same manner as if said Rules and Regulations were contained herein as covenants.

12. CONDEMNATION. Should the whole or any part of the Premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, this Rental Agreement shall be terminated on the date of the taking. Tenant shall not receive any portion of any award made for such condemnation.

13. WAIVER. The rights of Landlord herein are in cumulative and the delay of Landlord in enforcing any right or remedy shall not be deemed a waiver thereof, and no indulgence by Landlord of a breach hereof, or of an infraction of the Rules and Regulations, shall be presumed from the mere passage of time.

14. SEVERABILITY. If any provision hereof or of the applicable Rules and Regulations shall be deemed unlawful, the same shall be severable from the remainder of this Rental Agreement and the remaining Rules and Regulations, which shall be enforceable in all respects without reference to such unlawful provisions.

15.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 content. If more than one Tenant is signatory to this Rental Agreement, they shall be jointly and severally liable for the performance hereof, and each shall be liable for the acts and omissions of the other(s) and the acts and omission of the guest(s) of any of them.

16. CHARGES. Tenants will be charged at termination of the lease with cost of four oven inserts, range hood filter, carpet cleaning by a company contracted by the Landlord, re-keying of the door, \$25 move out garbage dumping fee and any damage to the apartment. Any smoke damage or odor caused by the tenant during tenancy will result in the repainting of the apartment and or use of an ozone machine and costs billed to the tenant. Monthly inspections of the apartment will be allowed by Management. Breaking of the lease will result in loss of deposit and or any charges incurred by T&T Rentals to re-rent the apartment.

17. REPAIRS. Minor repairs may need to be preformed on this apartment. Tenants will not cause T&T Rentals any undue cost due to the inconvenience of the improvements. Tenants will make every effort to accommodate T&T Rentals through the process.

18. INSRUANCE. All tenants are required to have renters insurance.

EXECUTED this Friday, December 22, 2006

Tenant(s)

Landlord

By: _____
Its: Manager