

*Reetz v. BBCS-Hawkeye Housing*  
First Motion for Partial Summary & Declaratory Judgment and Class Certification

**Attachment One**

Plaintiff's Lease & Lease Rules with BBCS-Hawkeye

**RESIDENTIAL LEASE AGREEMENT**  
**Aspire at West Campus**

This **RESIDENTIAL LEASE AGREEMENT** (this "Lease") is made on May 23rd, 2014 (the "Execution Date"), between BBCS-Hawkeye Housing, LLC ("Landlord" Elizabeth Reetz & Christina Dietz (the "Tenant").

1. **LEASE OF PREMISES:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises described as 130 Hawkeye Court #107 (the "Premises") located at the University of Iowa located in Johnson County, Iowa for use as a dwelling only, together with the property noted on the Property Condition Report received at move in, for the Term (as defined below). The Premises are located in the Aspire at West Campus (the "Condominium Community").

2. **TERM OF LEASE:** The "Term" of this Lease shall commence on August 10th, 2014 (the "Lease Commencement Date") and, subject to Section 7 below, shall automatically expire at 11:59 pm on July 31, 2015 (the "Lease Expiration Date").

3. **MOVE-IN DATE:** The Tenant (and the occupants named in Section 8 below) may move-in and otherwise occupy the Premises beginning the Lease Commencement Date (the "Move-In Date"). If, on the Move-In Date, the Premises are unavailable for immediate occupancy, then the Rent (as defined below) shall be abated on a pro rata basis for each day on and after the Move-In Date that the Premises remain unavailable for occupancy. For the avoidance of doubt and notwithstanding any such abatement, the Lease shall remain in full force and effect and shall continue to be binding on the Tenant and the Landlord until the expiration of the Term.

4. **RENT; METHOD OF PAYMENT:**

(a) The aggregate rental amount payable by Tenant for the Premises shall be \$1100 for the Term (the "Aggregate Rent"). The Aggregate Rent shall be paid in advance as follows:



**OPTION 1:**

Twelve equal installments of the Aggregate Rent (each such installment, the "Rent") commencing with the Move-In Date, and thereafter, all other installments shall be paid on or before the first day of each subsequent calendar month during the Term.



**OPTION 2:**

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(b) All amounts payable by the Tenant under this Lease (including Rent) shall be made

by either one of the following methods only:

(i) personal, cashiers or certified check or money order made payable to ["BBCS-Hawkeye Housing, LLC"] and mailed to the following address:

158 Hawkeye Court Iowa City, IA 52246

(ii) on the Internet at the following web address:

[www.aspireatwestcampus.com](http://www.aspireatwestcampus.com)

**5. SECURITY DEPOSIT:** Tenant shall pay Landlord a security deposit in the amount of \$200.00 (not to exceed two full installments of Rent, the "Security Deposit") to secure Tenant's full and faithful performance of the terms and conditions of this Lease. Upon the vacating of the Premises, if the Landlord does not intend to impose a claim on the Security Deposit, the Landlord shall have thirty (30) days to return the Security Deposit to the Tenant's last known mailing address. However, if the Landlord does intend to impose a claim on the Security Deposit, the Landlord shall have thirty (30) days to give the Tenant written notice to the Tenant's last known mailing address of Landlord's intention to impose a claim on the Security Deposit and the reason for imposing the claim.

**6. LATE PAYMENT AND RETURNED CHECKS:** Payments for Rent not received by the Landlord on or before the applicable due date are late and constitute a default under this Lease.

- (a) If any installment of Rent is not received by the Landlord within five (5) days from the due date, the Tenant agrees to pay an administrative charge of \$25.
- (b) The Tenant also agrees to pay the Landlord an additional charge of \$25 for any returned item.

**7. RENEWAL:** This Lease shall automatically terminate at the expiration of the Term unless Landlord and Tenant mutually execute a separate written addendum to this Lease providing for an extension of the Term, adjustment to the Aggregate Rent (if any) and such other terms and conditions as may be mutually agreed upon between the parties. Tenant acknowledges and agrees that Landlord shall have no duty or other obligation to extend the Term or otherwise renew this Lease with Tenant.

**8. RESERVATION OF RIGHTS BY LANDLORD:** This Lease is conditioned on the existence and continuance of the Tenant's status as a student, faculty or staff of the University of Iowa. If Tenant's status as a student, faculty or staff member ends prior to the Lease Expiration Date, Landlord has the right to terminate this Lease immediately. If Tenant's eligibility status changes prior to the Lease Expiration Date, it is the Tenant's responsibility to notify the Landlord in writing. In the event Landlord elects to terminate this Lease pursuant to this Section, Tenant shall vacate the Premises in accordance with the terms of Sections 24 and 25 below.

**9. INSPECTION AT COMMENCEMENT OF OCCUPANCY:** The Tenant and Landlord acknowledge that, prior to signing the Move-In Date, they conducted a joint examination of the Premises. The Tenant hereby acknowledges that, except as set forth in the attached Property

Condition Report, the Premises were rented to the Tenant in good order and repair and that the Premises were in safe, clean and habitable condition. Landlord acknowledges the responsibility to provide the Premises in a safe and habitable condition. Tenant further acknowledges the Tenant's responsibility for reasonably maintaining the cleanliness of the Premises and for damage to the Premises that is not described on the Property Condition Report as existing prior to the Tenant's occupancy and to report to Landlord any defective condition with the Premises as soon as practicable. Any damage that exceeds normal wear and tear is subject to repair by Landlord at Tenant's expense.

**10. ASSIGNMENT AND SUBLETTING:** The Tenant shall neither assign this Lease nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof without the prior written consent of the Landlord. Any assignment, sublease, concession, or license made without the prior written consent of the Landlord shall constitute a breach of this Lease by Tenant and may subject the Tenant to eviction and/or claims by the Landlord for monetary damages.

**11. NUISANCE:** The Tenant will use the Premises in a manner that does not disturb other residents or create a public nuisance or violate the Resident Guide, attached hereto as Exhibit A and made part of this Lease. Violation of the Resident Guide, applicable law and/or the policies and procedures of the University of Iowa shall entitle the Landlord to terminate this Lease in accordance with Sections 24 and 25 below and in accordance with applicable law.

**12. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:**

- (a) The Tenant shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons, explosives, or chemicals with which illegal drugs may be produced. Possession of said contraband or illegal items will constitute a breach of this Agreement by Tenant and will, at the option of the Landlord, permit immediate termination of this Lease.
- (b) The Tenant shall not permit unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; nor sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises.
- (c) Tenant shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness on the Premises, or that might be considered hazardous or extra hazardous by governmental officials or under the provisions of an insurance company policy.
- (d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection (c), above. Should the Tenant maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Tenant shall bear all legal and financial responsibility for said injury and/or damage

which results therefore. Failure of the Tenant to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Lease.

**13. ANIMALS:** The Tenant shall not keep or otherwise house animals within the Premises unless a Pet Addendum is executed and incorporated into this Lease, in which case Tenant shall be allowed to keep and otherwise house animals within the Premises only as provided in accordance with the Pet Addendum. The Tenant shall bear all legal and financial responsibility for any injuries or damage caused by animals maintained or otherwise housed by the Tenant.

**14. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES:** The Tenant shall refer to the Resident Guide for specific details relating to the keeping of cable, satellite and other television facilities on the Premises.

**15. UTILITY CHARGES:** Utility charges are to be paid as follows:

ITEM	TO BE PAID BY	
WATER	<input checked="" type="checkbox"/> LANDLORD	<input type="checkbox"/> TENANT
SEWER	<input checked="" type="checkbox"/> LANDLORD	<input type="checkbox"/> TENANT
GAS/OIL	<input type="checkbox"/> LANDLORD	<input checked="" type="checkbox"/> TENANT
ELECTRIC	<input type="checkbox"/> LANDLORD	<input checked="" type="checkbox"/> TENANT
TELEPHONE	<input type="checkbox"/> LANDLORD	<input checked="" type="checkbox"/> TENANT
CABLE TV	<input checked="" type="checkbox"/> LANDLORD	<input type="checkbox"/> TENANT
SATELLITE TV	<input checked="" type="checkbox"/> LANDLORD	<input type="checkbox"/> TENANT
HIGH SPEED INTERNET	<input checked="" type="checkbox"/> LANDLORD	<input type="checkbox"/> TENANT

Notwithstanding the foregoing, Landlord may notify Tenant of a change to Tenant’s responsibility to pay for any utilities then paid for by Landlord (the “Utility Notice”) to the extent permitted by applicable law. Such Utility Notice shall be in writing and provide at least sixty (60) calendar days’ notification before such revisions to Tenant’s responsibility to pay for any utilities shall become effective.

Furthermore, notwithstanding anything to the contrary in this Agreement, upon the failure of Tenant to pay any amounts due under this Section, Landlord shall have the same rights and remedies under this Section as Landlord has as a result of Tenant’s failure to pay any other amounts due under this Lease. These rights and remedies include, without limitation, the imposition of any applicable late charges, and costs applicable to termination rights and rights upon default of Tenant.

**16. REPAIRS:** The Tenant shall make no repairs to the Premises or fixtures located within the Premises without the prior written consent of the Landlord. The Tenant shall immediately notify the Landlord of any damage to the Premises.

**17. ALTERATIONS AND FIXTURES:** The Tenant shall make no alterations to the Premises, incur any debt against the Landlord or create any lien upon the Premises for any work done or material furnished without the prior written consent of the Landlord. Any fixtures installed by the Tenant shall be at Tenant's expense, shall be affixed in a manner that will not damage the Premises, and shall be removed by the Tenant by the expiration of the Term. In the event such fixture or other personal property of the Tenant is not removed by the expiration of the Term, the Landlord may treat the same as abandoned and charge the Tenant the cost paid for removal of the property and repair of the Premises.

**18. ACCESS DURING OCCUPANCY:** The Tenant will allow the Landlord or an agent of the Landlord to enter the Premises for purposes of access, upon twenty-four (24) hours notice for the purpose of performing inspections. Landlord shall have access to the Premises at other times, with prior notice to Tenant, for the purpose of making requested repairs. Landlord shall have immediate access to the Premises in case of an emergency situation without consent of Tenant. Failure of Tenant to permit such access to Landlord will constitute a default under the terms of this Lease, provided, however, that Tenant shall not be in default if the denial of access was reasonable.

**19. RENTER'S INSURANCE:** The Tenant acknowledges and agrees that it is responsible for obtaining and maintaining insurance to cover losses or damage to personal property. The Tenant acknowledges being advised to obtain insurance at Tenant's cost to protect the Tenant from claims for property damage and physical injury caused by or to the Tenant, or the Tenant's family member(s), invitees or guests. Tenant acknowledges that the Landlord is not responsible for Tenant's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where the Landlord was neither negligent nor the proximate cause of the Tenant's loss.

**20. DESTRUCTION OF PREMISES:** The Tenant may terminate this Lease if the Premises become uninhabitable for a period in excess of fourteen (14) calendar days because of fire, condemnation, or other casualty that is not the result of the Tenant's negligence or the negligence of the Tenant's family member, guest, or invitee. The Landlord will seek to make repairs with all reasonable diligence so as to make the Premises fit for occupancy, and Rent shall cease from the date of the damage until repaired, where the damage was not the fault of the Tenant or Tenant's family member, guest, or invitee. If the Premises cannot be repaired within 60 days, the Landlord shall have the right to terminate this Lease, or the Tenant shall have the option of vacating the Premises and terminating the Lease. There shall be no cessation of Rent if damage to the Premises is the result of the negligence or willful act of the Tenant, or Tenant's family member(s), guests, or invitees.

**21. HOLD HARMLESS AND INDEMNITY:**

(a) To the extent permitted by, and not inconsistent with, applicable law, Landlord shall not be liable to Tenant, Tenant's family members, guests, or invitees for any damages, injuries or losses to person or property caused by defects, disrepair, or faulty construction of the Premises, or loss from crime, theft, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, hurricane, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect,



acts of nature, other unexplained phenomena, acts of other residents, or any other cause unless the same is caused solely by the gross negligence or willful act or willful omission of Landlord or its representatives, acting in the course and scope of employment. Tenant expressly acknowledges that Landlord has made no representations, agreements, promises, or warranties regarding security of the Premises or surrounding community. Landlord does not guarantee, warrant or assure Tenant's personal security. IN THE EVENT OF CRIMINAL ACTIVITY, THE TENANT SHOULD CONTACT THE APPROPRIATE AUTHORITIES IMMEDIATELY, INCLUDING THE UNIVERSITY OF IOWA POLICE.

(b) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for damages to the Premises or other property or personal injury arising (i) from Tenant's use or occupancy of the Premises; (ii) from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises; or (iii) from any activity, work, or thing done or permitted by Landlord in or about the Premises, unless and to the extent the same is caused by the acts or omissions of Landlord.

**22. MOVE-OUT INSPECTION OF PREMISES:** All move-out inspections shall be conducted in accordance with the Resident Guide. It shall be the responsibility of Tenant to request a move-out walk through inspection of the Premises with the Landlord. Using the Property Condition Report that was used to record the condition of the Premises at the Move-In Date, the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. The Landlord shall sign and provide the Tenant with a copy of the Property Condition Report.

**23. TERMINATION BY LANDLORD BECAUSE OF DEFAULT:**

- (a) The Landlord may terminate this Lease and evict the Tenant as provided in Section 25 below, subject to any cure period provided by applicable law, for Tenant's breach of any of the terms and conditions of this Lease, including, without limitation, the following:
  - (i) failure to pay Rent or other amounts due under this Lease;
  - (ii) any actions of the Tenant that: (A) affect or threaten to affect the health or safety of other residents in the community; or (B) substantially interfere with the right to quiet enjoyment of other residents of the community;
  - (iii) Tenant's status as a student, faculty or staff member ends prior to the Lease Expiration Date.

**24. EVICTION:** In addition to all rights and remedies available to the Landlord either under this Lease or at law and/or in equity, and without prejudice thereto, if the Tenant fails to perform any of its the obligations, covenants or conditions of this Lease, including payment of Rent, the Landlord may declare a forfeiture of this Lease, serve a Notice to Quit upon Tenant 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. Tenant will be responsible for all costs associated with eviction proceedings. Furthermore, if the Tenant remains in possession without the Landlord's consent after expiration of the Term, the Tenant is deemed to be in breach of this Lease and the Landlord may commence an eviction action. An eviction action may be filed no earlier than the first day following the expiration of the Term. On retaining possession beyond the Term without consent of the Landlord, the Tenant shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by the Tenant.

**25. LANDLORD'S REMEDIES:**

(a) In case of any default, re-entry, expiration and/or dispossession by eviction proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, and/or putting the demised Premises in good order, or for preparing the same for re-rental; and/or (ii) Landlord may re-let the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent or charge a higher rental than that in this Lease.

(b) Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the obligations, covenants and conditions of this Lease, or otherwise.

(c) For the avoidance of doubt and notwithstanding anything to the contrary set forth in this Lease, references in this Lease to any particular remedy shall not in any way preclude Landlord from seeking any other remedy available to the Landlord at law and/or in equity, all of which are hereby expressly reserved by the Landlord.

**26. ABANDONMENT:** If Tenant fails to remove personal property from the vacated Premises following eviction of Tenant, abandonment of the Premises by Tenant or the expiration of the Term, the Landlord will remove the personal property and the Tenant will be assessed full cost to remove such property. Personal property remaining in the Premises after Tenant has vacated the same will be retained by the Landlord for return to the Tenant within fourteen (14) days from the date of vacation of the Premises, upon Tenant's request therefor and payment of the storage charges therefor. At the end of said fourteen (14) day period, Tenant shall be deemed to have abandoned the property and the Landlord may dispose of the same in any manner Landlord desires without any liability to the Tenant. Landlord shall not be responsible to Tenant for any loss or damage to Tenant's personal property.

**27. NOTICES:**

(a) To Tenant – Any notice from Landlord to Tenant under this Lease may be made by hand-delivery or certified mail or any other method permitted by Iowa Code §562A.8(1)(a). The effective date of a notice will be the day it is personally hand-delivered, or if mailed, then four (4) days after the notice is deposited in the mail and postmarked for delivery.



(b) To Landlord – Any notice from Tenant to Landlord under this Lease may be made by hand-delivery or certified mail or any other method permitted by Iowa Code §562A.8(1)(b). The effective date of a notice will be the day it is personally hand-delivered, or if mailed, then four (4) days after the notice is deposited in the mail and postmarked for delivery.

**28. CONFIDENTIALITY OF TENANT RECORDS:** The Landlord or its managing agent shall not release financial information about a Tenant to a third party, other than a Tenant's rent payment record and the amount of the Tenant's periodic rental payment, without the prior written consent of the Tenant or upon service on the Landlord of a subpoena for the production of records. This section shall not preclude the Landlord from releasing information pertaining to Tenant in the event of an emergency or to the legal representatives of the Tenant, including executors and administrators of estates in the performance of their duties. The confidentiality restrictions of this Section shall not apply where the Tenant is in default of the payment of Rent hereunder, nor will it preclude the use of information to recover monies owed by the Tenant. In furtherance of the foregoing, Tenant acknowledges and agrees and hereby consents to the Landlord disclosing information pertaining to Tenant to the University of Iowa.

**29. MODIFICATIONS:** No modifications to the terms and conditions of this Lease shall be enforceable unless executed in writing, signed and dated by all of the parties to this Lease.

**30. RESIDENT GUIDE:** The Tenant acknowledges receipt of a copy of the Resident Guide and agrees to abide by its terms. Any changes to the Resident Guide shall be effective only after thirty (30) days' notice is given of such changes. The Resident Guide is hereby incorporated herein by this reference and is made a part hereof.

**31. CONTROLLING DOCUMENTS:** In the event of any ambiguity, conflict, inconsistency, or incongruity between the provisions or references of this Lease and any other exhibits to this Lease (including the Resident Guide), the provisions of this Lease shall, in all respects, govern and control.

**32. JOINT AND SEVERAL LIABILITY:** If this Lease is executed by more than one person as Tenant, then the liability of all such persons to Landlord hereunder shall be joint and several, and references in this Lease to the Tenant shall be deemed to include all persons who so execute this Lease as Tenant.

**33. GOVERNING LAW:** Landlord and Tenant agree that this Lease and the contractual relationship between the parties shall be construed exclusively in accordance with and shall be exclusively governed by the laws of the State of Iowa, including the Iowa Uniform Residential Landlord and Tenant Law (Chapter 562A of the Iowa Code).

**34. SEVERABILITY:** If any provision or clause of this Lease is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end, the provisions of this Lease are declared to be severable. Furthermore, if any provision or clause of this Lease is contrary to the laws of the State of Iowa, then the laws of the State of Iowa shall apply and govern.

35. **PROPERTY MANAGER:** In accordance with Iowa Code §562A.13, the name and address of the property manager of the Premises is Balfour Beatty Communities, LLC, 10 Campus Boulevard, Newtown Square, PA 19073.

36. **SUBORDINATION; ESTOPPEL CERTIFICATION.**

(a) This Lease and Tenant’s rights hereunder, are subject and subordinate to all present and future financings or loans secured by property of which the Premises are a part.

(b) If the Premises is sold or refinanced and Landlord presents to Tenant a “Tenant’s Certification of Terms – Estoppel Certification” (the “Certification”), Tenant agrees to execute and deliver the Certification to Landlord within ten (10) days acknowledging, if true, that this Lease is unmodified and is in full force and effect, or in full force and effect as modified Landlord’s consent and stating the modifications. If Tenant fails to do so, it will be deemed an acknowledgment by Tenant that the Certification, as submitted by Landlord, is true and correct and may be relied upon by any lender or purchaser. In any case wherein Tenant alleges that the Lease has in fact been modified, Tenant shall so state in the Certification. The Certification shall provide a plain statement for Tenant to sign to indicate that the Lease has, in fact, been modified.

37. **ADDENDA:** Tenant acknowledges receipt of the following supplements to this Lease and understands that they are a binding part of this Lease.

- Exhibit A: Resident Rules and Regulations
- Exhibit B: Property Condition Report
- Exhibit C: Parking Rules and Regulations
- Exhibit D: Pest Control Addendum
- Exhibit E: Smoke Free Lease Addendum
- Exhibit F: Rent Concession Addendum (if applicable)
- Exhibit G Mold and Mildew Addendum
- Exhibit H: Pet Addendum
- Exhibit I: Payment and Performance Guaranty

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the Execution Date.

X E.C. Reetz  
Tenant

5/23/14  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of Landlord

\_\_\_\_\_  
Date

## Mold and Mildew Addendum

This will serve as an Addendum to the Lease dated May 23, 2014, between **BBCS-Hawkeye Housing, LLC** ("Landlord") and Elizabeth Reetz & Christina Dietz ("Tenant") regarding the Premises located at Aspire at West Campus (the "Premises").

Landlord desires to maintain a quality living environment for Tenant. To help achieve this goal, it is important for the Landlord and Tenant to work together to minimize any mold growth in the Premises. This Addendum contains information for Tenant, and the responsibilities of both Tenant and Landlord.

1. **ABOUT MOLD:** Mold is found virtually everywhere in the environment—indoors and outdoors in new and old structures. When excess moisture is present inside Premises, mold can grow. Appropriate precautions need to be taken to minimize the potential for mold growth in the Premises.
2. **PREVENTING MOLD:** In order to minimize the potential for mold growth, Landlord recommends the Tenant should do the following:
  - a. Keep the Premises clean – particularly the kitchen, bathroom(s), carpets and floors. Regular dusting, vacuuming, and mopping removes household dirt and debris that contribute to mold growth. Use environmentally safe household cleaners. A vacuum cleaner with a high-efficiency particulate air ("HEPA") filter will help remove mold spores. Immediately throw away moldy food.
  - b. Do not block or cover any ventilation or air conditioning ducts. Whenever possible, maintain a temperature of 50 to 80 degrees Fahrenheit in the Premises.
  - c. Remove visible moisture accumulation on countertops, windows, windowsills, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilet, windows, and patio doors using a common household disinfecting cleaner. Blot dry spills on carpeting.
  - d. Look for leaks in washing machine hoses, faucets, and discharge lines, especially if the leak is large enough to infiltrate into nearby walls.
  - e. Use the bathroom fan when bathing or showering and allow the fan to run until all excess moisture has been vented from the bathroom. Keep the shower curtain inside the tub or fully close the shower doors when showering. After taking a shower or bath: (i) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (ii) leave bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (iii) hang towels and bath mats so they will completely dry out.
  - f. Use the exhaust fan in the kitchen when cooking or while running the dishwasher and allow the fan to run until all excess moisture has been vented from the kitchen.
  - g. Open windows and doors on days when the outdoor weather is warm (70 degrees or above) and dry (humidity is below 40 percent) to help humid areas of the Premises dry out. Keep the air conditioner off when doing this. Keep windows and doors closed in damp, humid, or rainy weather.
  - h. Clean the lint filter in the clothes dryer after each use and promptly report any damage to the vent connection. If condensations forms in the area, wipe it dry. Dry damp clothing as quickly as possible.
  - i. Limit houseplants to a reasonable number to limit excess humidity and limit molds that could grow on the soil surface. Avoid over watering.
  - j. Do not overfill closets or storage areas. Overcrowding restricts airflow.

- k. Promptly report to the Maintenance Service Request Line:
- i. Any leak, water damage, or signs of water infiltration;
  - ii. Any malfunction in the heating, ventilation, or air conditioning system;
  - iii. Windows or exterior doors that do not open or close properly;
  - iv. Any areas of visible mold (except very small areas that respond to routine cleaning);
  - v. Musty or moldy odors;
  - vi. Health issues that Tenant thinks may be linked to the air quality within the Premises

Landlord will respond in accordance with this Lease to repair or remedy the situation as necessary.

3. **EXISTING MOLD:** If small areas of mold have already formed on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Environmental Protection Agency ("EPA") recommends cleaning the areas with soap or detergent and water, letting the surface dry, and then, within 24 hours, applying a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup. Tilex and Clorox contain bleach that can discolor or stain. **Follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be in adjacent areas, but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air ("HEPA") filter can be used to help remove mold products from porous items such as sofas, chairs, drapes and carpets—provided fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.
4. **DO NOT CLEAN OR APPLY HOUSEHOLD BIOCIDES TO:** (a) visible mold on porous surfaces such as sheetrock walls or ceilings; or (b) large areas of visible mold on non-porous surfaces. Instead, notify Landlord in writing; Landlord will take appropriate action in compliance with applicable law.
5. **COMPLIANCE:** If Tenant fails to comply with this Addendum, Tenant may be held responsible for damage to the Premises and any health problems that may result.

X E.C. Reetz  
 \_\_\_\_\_  
 Tenant

5/23/14  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Representative of Landlord

\_\_\_\_\_  
 Date

### **Parking Rules and Regulations**

1. Any illegally parked vehicles or vehicles violating the regulations below or any other applicable regulations or any unauthorized vehicles may be towed at the expense and sole risk of the owner of the vehicle.
2. You may not have more than two vehicles in the Condominium Community at one time, and your vehicle must be properly registered with our office. The vehicle must be properly insured and a current state inspection and registration sticker(s) must be visible. Proof of Insurance is required prior to the issuance or renewal of a parking permit.
3. You may not, at any time, park your vehicle such that it takes up more than one parking space, park in a fire lane, in a "no parking" area, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces without a required handicap identifying card or license, in spaces designated for visitors or management representatives, in a location which blocks exit from or entrance to a parking space, in areas without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at any time for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.
4. Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than a pick-up may not remain on our property except for loading and unloading, though we reserve the right to permit these vehicles in designated areas.
5. You may not wash your vehicle or perform any mechanical repairs or maintenance while in the Condominium Community, except in areas, if any, designated by us for such uses.
6. You agree to inform your guests/non-residents of all parking rules and restrictions.
7. The vehicle must appear to be in operable condition, that is, it cannot have a flat tire; be on jacks or blocks; have an expired state inspection sticker; have an expired or no license plate or no registration sticker. Our towing company, frequently and at random without being called by us, tows any car that is inoperable, has an expired or invalid license plate, expired temporary license plate or is in violation of any of the other provisions of this agreement, any other applicable regulations or the Resident Guide. This is the only notice you will receive. You will be towed, if you are not parked or permitted correctly or you are not in compliance with all other state or local legal requirements with no advance or further notice.
8. You agree to pay for towing and storage charges. The Condominium Community is not responsible for tickets received for parking violations of any area within our property or anywhere else outside our property.
9. You agree to defend, indemnify and hold harmless Condominium Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the parking space (including contents of your vehicle). You understand that Condominium Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Condominium Management do not insure the contents of the parking space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit.
10. You expressly agree to display that permit on the lower corner of the driver's side of your front windshield, unless otherwise directed in writing by us. Vehicles violating this provision may be towed at the vehicle owner's expense.
11. A parking permit allows the resident to park in designated areas within the Condominium Community upon availability. A permit in no way guarantees the availability of parking in front of your building or even in the Condominium Community.
12. Parking permits become invalid on Lease Expiration Date of your Lease or earlier if your Lease is terminated either by us or you or if you sublease your Premises in accordance with the terms and conditions of the Lease.
13. If you enter into a new Lease, you must obtain a new permit from us at the Lease Expiration Date of your prior Lease. Your old permit will not protect you against towing.
14. Parking permits are valid only on the vehicle assigned per this Addendum. Permits are non-transferable between vehicles or between residents and non-residents.

15. We reserve the right to revoke parking permits at any time for any reason.

16. You have received a [Decal (# \_\_\_\_\_)] for which you have paid a non-refundable fee in the amount of \$ \_\_\_\_\_. You understand that there is a non-refundable replacement fee of \$ \_\_\_\_\_ for this if a replacement is needed.

17. You understand that the Condominium Community does require guest parking permits.

18. Your guests must park only in designated guest or visitor parking, and they are subject to all the provisions in this Addendum.

19. If your Condominium Community requires guest parking permits, plan to secure one for your guest during business hours only. We reserve the right to limit the number of guest parking permits issued each day and to issue none on any day we choose. There is no guest or visitor parking area-only guest permits. Guest permits must be clearly in view in the area specified by Condominium Management when you sign out the permit (It is your responsibility to ask Condominium Management where the guest permit should be placed). If the permit is not visible for any reason, the car could be towed at the owner's expense.

Acceptance of parking privileges (access card, special permits and hang-tags) constitutes an agreement between the Tenant and the Landlord that the Landlord shall not be responsible for loss or damage to the vehicle or to persons, its accessories or contents, resulting from theft, fire, collision, or any other cause

**Vehicle Information**

Vehicle Make/Model:	
Vehicle Identification Number:	Vehicle License Number:
Vehicle Year:	Vehicle Color:
Insurance Company Name:	
Policy Number:	
Effective Date of Policy:	

X E.C. Reetz  
Tenant

5/23/14  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of Landlord

\_\_\_\_\_  
Date



**PEST CONTROL ADDENDUM**

Condominium Community: Aspire at West Campus

Tenant: Elizabeth Reetz & Christina Dietz

1. PEST INFESTATION. Whether or not you experience a pest infestation in the Premises depends largely on you maintaining the Premises in a neat, clean and sanitary condition, and immediately informing us of any indication or sign of pests. In the event you observe a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, you must promptly notify Landlord and Condominium Management of that fact. You understand that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. You agree to properly dispose of refuse, to refrain from using and/or storing second-hand clothing, mattresses, linens and bedding items, luggage and furnishings in the Premises, and to always maintain the Premises in a clean and sanitary condition, so as to greatly avoid the risks of certain types of pest infestation. As part of your compliance with this general obligation, you agree as follows:

- a. Timely Notice & Cooperation are critically important to eliminating a pest infestation, and you agree to immediately report to Condominium Management orally and in writing any pest infestation you discover, identifying the location of such infestation within the Premises or Condominium Community. You must follow all directions from us or our agents to clean and treat the apartment and building that infested. Follow-up treatments or inspections may be necessary.
- b. Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and you agree to keep the Premises, including without limitation the closets, in a clean and orderly state at all times.
- c. Used Articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you agree not to use or store second-hand items in the Premises without first having a licensed exterminator certify that such items are pest free.
- d. Vinyl Mattress Covers may in certain situations be helpful to combating or preventing pest infestations, and you agree to continuously use a vinyl mattress cover on all mattresses in the Premises, if we ask you to do so.
- e. Immediate and Continuous Access may be required to address a pest infestation, and, subject to Iowa Code Section 562A.19, you agree to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
- f. Remediation methods will be determined by us, in our sole discretion, and you authorize us to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Condominium Community, without reimbursement to you, and you waive any right you might have under this Lease to receive compensation for property loss as a result of the remediation of a pest infestation.
- g. Relocation may be required during a period of pest infestation and remediation of the Premises or of another apartment within the Condominium Community. You may have to be relocated to another apartment, to another comparable facility, or to temporary reasonable housing.
- h. Payment of Rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not you continually occupy the Premises, you cannot stop payment of or reduce Rent.

We will not be responsible for any injuries or damages to you or any other person that result from a pest infestation and you agree for yourself and all other parties to release and indemnify us in accordance with the terms and conditions of the Lease. You understand and acknowledge that you are responsible for reimbursing us for all remediation cost and expense resulting from your failure to comply with this Addendum.

X E.C. Reetz  
Tenant

5/23/14  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of Landlord

\_\_\_\_\_  
Date

Tenant Initials: ECR



## Pet Addendum

This will serve as an Addendum to the Lease dated May 23, 2014, between BBCS-Hawkeye Housing, LLC ("Landlord") and Elizabeth Reetz & Christina Dietz ("Tenant") regarding the Premises located at Aspire at West Campus (the "Premises").

Pet Description	Pet #1 <i>*</i>	Pet #2
1. Pet Name:	<i>Critter</i>	
2. Type of Pet:	<i>Cat</i>	
3. Breed:	<i>Domestic short hair</i>	
4. Color:	<i>B/W Tuxedo</i>	
5. Current Age:	<i>8 years old</i>	
6. Mature Size:	<i>11 lbs</i>	
7. Sex:	<i>male</i>	

Pets will only be allowed if all Tenants of the Premises consent by executing this Pet Addendum.

**1. PET RESTRICTIONS:**

- Only two pets are allowed. Fish tanks and bird cages count as one pet. No more than one fish tank is permitted in the Premises. No more than two bird cages are permitted in the Premises.
- Exotic pets are not permitted – only dogs, cats, birds, or fish.
- The following breeds are considered aggressive and are not permitted: Akita, American Bull Dog, Chow, Doberman, Pit Bull, and Rottweiler.
- No "visiting" pets are permitted without prior Condominium Management Office approval.
- Management must approve all pets and all required documents are to be on file prior to housing any pet (refer to the Resident Guide).

2. HANDICAPPED ASSISTANCE ANIMALS: Animals trained for use by individuals with handicaps are not considered pets. These animals are permitted. The above Pet Restrictions do not apply to them. All required documents and a current picture are required for file.

3. If additional pet(s) are acquired after move-in, Tenant must update the Pet Addendum within ten (10) days.

4. All pets *must* be kept current with vaccinations, testing, and/or treatments. All dogs and cats must wear current rabies vaccination tags on their collar or harness.

5. The term "pet owner" will include any person owning, keeping, or harboring an animal. The Tenant who has signed the Lease and this Addendum shall be deemed the pet owner of any pet owned, kept, or harbored within the Premises.

6. Pet owners will be held responsible for compliance with current directives and for any damage caused by their pets.

7. Pet owners are responsible for removing their pets' solid wastes throughout all areas.

8. Abandonment of pets is specifically prohibited. Pet owners who no longer desire to keep a pet or who are moving out will not abandon any animal. Unwanted pets should be made available for adoption.

9. The privilege of keeping a pet in the Premises may be revoked and/or a Letter of Caution issued if the pet is determined to be a nuisance. A nuisance is defined as any action of a pet that endangers life or health, gives offense to the senses, violates laws of decency, or obstructs reasonable or comfortable use of property. For example, an animal may be deemed a nuisance if it:

- Habitually or repeatedly barks in such a manner or to such an extent that it disturbs others
- Interferes or obstructs persons engaging in exercise or physical activity
- Defecates on the lawn of a home not occupied by its owner
- Habitually violates the leash law

10. Pet owners have full responsibility and liability for the conduct of their pets. This includes full restitution for any damages to yards, homes, etc., or hospital bills/veterinary bills incurred as a result of injuries inflicted.

11. Pet owners are encouraged to acquire and maintain additional liability insurance to provide coverage in the event that their animal bites another person or animal.

12. Pets will not be permitted to run loose in the community. A Letter of Caution may be issued or the privilege of having a pet may be revoked if a Tenant or guest routinely violates the leash law. When pets are not penned, they will be leashed at all times and under Tenant's control. Dogs will not be chained outdoors and left unattended at any time. Pets may be left in fenced-in-yards for short periods of time with proper food, water, and shelter.

13. Dogs may not be unattended unless confined indoors, or outdoors in a securely enclosed and locked pen, or other approved structure designed to completely restrain the animal. The Condominium Manager, or a representative of the Condominium Manager, will determine if the structure used to restrain the animal is sufficient. Any time a dog is outside the above confined secured areas, it must, at all times, be securely leashed and under the control of Tenant or a representative.

14. Doghouses are allowed in homes with yards with authorization from the Condominium Manager. A Request for Alteration Form must be submitted to the Condominium Management Office. Doghouses shall conform to the size of the dog, standards of good taste, and shall not detract from the appearance of the Premises. It must be painted to match the color of the Premises or painted white and kept in the rear of the Premises at all times. Upon move-out, Tenants are required to remove the doghouse and return the area to original condition with grass seeding at Tenant's expense. No spikes are permitted in the ground to tether pets.

15. Breeding or raising animals in housing is prohibited.

16. Farm, exotic and wild animals are not allowed in the Condominium Community. These animals include all animals normally used as work animals and those kept for the production of food, or opossums, raccoons, and any other species of animal not usually considered to be domestic, including chickens. Only dogs, cats, bird or fish are allowed.

17. In cases of bites or scratches to an animal, transport the injured animal to the nearest Veterinary Facility for examination. The Condominium Manager must also be notified.

18. A Letter of Caution may be issued or the privilege of having a pet in the Condominium Community may be revoked as a result of a pet biting a person or another animal.

19. Complaints concerning stray or unattended pets and general upkeep of grounds around pets should be directed to the Condominium Management Office.

20. Pets are prohibited from playground areas in the Condominium.

Tenant understands and agrees that this Addendum is incorporated in and made a part of the Lease, renews and expires under the same terms and conditions as the Lease.

 E.C. Reetz  
Tenant

5/23/14  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of Landlord

\_\_\_\_\_  
Date

# RESIDENT GUIDE

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## Residency Rules and Regulations

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***All residents are expected to be aware of the University of Iowa Standards of Student Behavior as we support the University's adherence to the pursuit of higher education in an environment that is conducive to learning.***

### **Resident Rules and Regulations:**

Any resident, who commits, incites, or aids others in committing any acts of misconduct shall be subject to notification by management in accordance with lease requirements and serious violations of the lease and these guidelines as an attachment to the lease may result in a lease violation requiring notification and corrective action up to potential lease termination.

1. Individual or group activities within any area of the apartment or common areas of the Condominium Community that causes a disturbance, of any nature include inappropriate behavior, or behavior that threatens the rights and safety of other persons and/or property.
2. Harassment, verbal or physical abuse, or the threat of physical abuse, including self-destructive behavior, on the property or other conduct that threatens or endangers the health or safety of any person.
3. Failure to correct any violation as formally provided to you by management.
4. Tampering with or the misuse of fire alarms (including sounding a false fire alarm), fire extinguishers, fire hoses, sprinkler heads, or any fire equipment or limiting egress from the buildings by tampering with exit signs and doors.
5. Unlawful manufacture, distribution, sale, use, or possession of illegal, addictive, dangerous, or controlled substances (including alcohol) on the premises. Empty alcohol containers and drug paraphernalia are prohibited. Alcohol may be only be consumed within the individual dwelling units and not on any of the common area grounds, buildings or amenities.
6. Theft, vandalism, misuse, or misappropriation of the premises, or possession of stolen goods.
7. Possession or use of any items which may be deemed as explosive and combustible.
8. Failure to follow emergency procedures (fire, tornado, etc.).
9. Violation of quiet hours and/or courtesy hours as set forth below:  
Quiet Hours 10PM to 8AM
10. Setting a fire or the possession or use of candles or any type of open-flame (including incense) or open-filament device.
11. Conviction of any federal, state, or local crime..
12. Violation of a published University campus policy. Published University policies include, for example, the Policy on Violence, the University Policy on Human Rights, and the Sexual Misconduct Policy Involving Students, Including Sexual Assault and Sexual Harassment.

## Significant Violations:

The following violations are considered significant violations of community standards and could result in lease termination and subject resident to a University of Iowa disciplinary investigation.

- Possession/consumption of drugs.
- Possession of a large amount of alcohol.
- Physical assault (including sexual assault).
- Possession of firearms.
- Intentionally setting a fire, falsely pulling a fire alarm or causing a fire alarm to occur.

## Alcohol Policy

The Condominium Community is considered to be a substance-free environment. All students and guests, regardless of age, are not permitted to consume or possess alcohol in common areas including amenities or common areas.

Alcohol may only be consumed by those of legal age and must be contained inside the confines of the apartment. Residents are responsible for the behavior of their guests and persons in the company of their guests. If their guests violated the alcohol policy, residents will be violation of lease and subsequent action may be taken up to termination of lease for the conduct of their guests and persons in the company of their guests.

## Drug Policy

(Marijuana and/or Controlled Substances)

Illegal, addictive, dangerous, or controlled substances that are not lawfully prescribed are not allowed on the property. Possession of drugs or drug paraphernalia, use, manufacture, distribution, or sale of illegal drugs is prohibited. Furthermore, any use of illegal drugs is considered by the Condominium Management to be self-destructive behavior. Persons found in an apartment or room where drugs are being used or present are subject to arrest and, subject to notice as required by applicable law, termination of the Lease.

In most cases, University of Iowa Police officers will be called to the scene if there is a suspicion of drug use in the apartment or common areas of the Condominium Community. All residents assigned to an apartment may be subject to criminal charge for violating the drug policy if illegal drugs are found in the apartment. If your roommate is involved in illegal activity, you are advised to call the University of Iowa Police and contact your Condominium Manager.

Condominium Management will terminate the Lease if any resident is found guilty of violating the drug policy. Residents are responsible for the behavior of their guests and persons in the company of their guests. If their guests violate policy, residents will be held responsible for the conduct of their guests.

## Misconduct/Self-Destructive Behavior Policy

The Condominium Community has a clear and distinct interest in maintaining a safe and sound educational environment. A residential setting designated to foster student interaction and interdependence can become disrupted by self-destructive behavior. Among the most disruptive forms of misconduct are intentional attempts to injure oneself seriously or threats to do the same that puts oneself in danger may result in Condominium Manager contacting the University of Iowa for Support Services. If ones actions or behavior becomes a threat or put others in physical danger, the student will be notified of lease violation and Condominium Manager may result in lease violation notification requiring corrective action up to potential termination of lease.



## Smoke Free Lease Addendum

Tenant and all members of Tenant's family or household are subject to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

- 1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non- smoke-free building.
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 3. Smoke-Free Community.** Tenant agrees and acknowledges that the Premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment rented by Tenant, or the building where the Tenant's dwelling is located, nor shall Tenant permit any guests or visitors under the control of Tenant to violate any of the terms set forth herein. Condominium Management may designate a Smoking Area and in doing so all Tenants must abide by set policies and only smoke within those designated areas.
- 4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's apartment from sources outside of the Tenant's apartment unit.
- 5. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, and hallways.
- 6. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the Condominium Community as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment. However, Landlord shall take reasonable steps to enforce the smoke free terms of its leases and to make the apartments, hallways, building and common areas smoke-free, except where an area has been designated as a permissible smoking area. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of said smoking or has been given written notice of said smoking.
- 7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other tenants in the Condominium Community complex are the third-party beneficiaries of Tenant's smoke-free Addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in the Addendum are made to the other Tenants as well as to Landlord.)
- 8. Effect of Breach and Right to Terminate Lease.** A breach of this Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for termination of the Lease by the Landlord.



9. **Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the Condominium Community as smoke-free does not in any way change the standard of care that the Landlord or Condominium Management would have to a Tenant to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants, including tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke, are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than that provided by applicable law.

X E.C. Reetz  
Tenant

5/23/14  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of Landlord

\_\_\_\_\_  
Date