

Iowa Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Iowa Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **CHARGES AND FEES.** Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
 - A. **Late Fee.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge. Per Iowa Code § 562A.9, if the rental amount does not exceed \$700 per month, the late fee shall be \$12 dollars per day, maximum \$60 per month. If the rental amount is greater than \$700 per month, the late fee shall be \$20 per day, maximum \$100 per month.
 - B. **NSF Fee.** If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of

[\\${ProratedRent}](#).

8. **SECURITY DEPOSIT.**

- A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. **Per Iowa Code § 562A.12(1), the security deposit may not exceed two months' rent.**
- B. **Trust Account.** Per Iowa Code § 562A.12(2), Landlord shall deposit the security deposit in a bank, savings and loan association, or credit union which is insured by an agency of the federal government. Landlord shall not commingle the security deposit with Landlord's personal funds. Any interest earned on a security deposit during the first five years of a tenancy shall be the property of Landlord.
- C. **Allowable Charges.** Per Iowa Code § 562A.12(3), Landlord may withhold from the security deposit only such amounts as are reasonably necessary for the following reasons:
- i. to remedy Tenant's default in the payment of rent or of other funds due to Landlord pursuant to this Agreement;
 - ii. to restore the Premises to its condition at the commencement of the tenancy, ordinary wear and tear excepted; and
 - iii. to recover expenses incurred in acquiring possession of the Premises from Tenant who does not act in good faith in failing to surrender and vacate the Premises upon noncompliance with this Agreement and notification of such noncompliance pursuant to law.
- D. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per Iowa Code § 562A.12(3), Landlord shall, within **30 days** from the date of termination of the tenancy and receipt of the Tenant's mailing address or delivery instructions, return the security deposit to Tenant or furnish to Tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the security deposit or any portion of the security deposit is withheld for the restoration of the Premises, the statement shall specify the nature of the damages. Per Iowa Code § 562A.12(4), if Tenant does not provide a mailing address or instructions to Landlord within one year from the termination of the tenancy, the security deposit shall revert to Landlord, and Tenant will be deemed to have forfeited all rights to the security deposit.
- E. **Forfeit; Damages.** Per Iowa Code § 562A.12(4) and (7), if Landlord fails to provide a written statement within 30 days of termination of the tenancy and receipt of Tenant's mailing address or delivery instructions, Landlord shall forfeit all rights to withhold any portion of the security deposit. The bad-faith retention of a security deposit by Landlord, or any portion of the security deposit, shall subject Landlord to punitive damages not to exceed twice the monthly rental payment in addition to actual damages.

9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s),

{MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. **UTILITIES.**

A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

B. **Failure to Supply.** Per Iowa Code § 562A.23, if contrary to this Agreement or Iowa Code § 562A.15, Landlord deliberately or negligently fails to supply running water, hot water, heat, or essential services, Tenant may give written notice to Landlord specifying the breach and may:

- i. procure reasonable amounts of hot water, running water, heat, and essential services during the period of Landlord's noncompliance and deduct their actual and reasonable cost from the rent;
- ii. recover damages based upon the diminution in the fair rental value of the Premises; or
- iii. recover any rent already paid for the period of Landlord's noncompliance which shall be reimbursed on a pro rata basis.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

- i. Notice by Landlord. Landlord may terminate a month-to-month

tenancy by providing **30 days'** written notice to Tenant.

- ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** Per Iowa Code § 562A.34, if Tenant remains in possession without Landlord's consent after expiration of the Agreement Term or termination of this Agreement, Landlord may bring an action for possession. If Tenant's holdover is willful and not in good faith, Landlord may recover in addition to possession the actual damages sustained by Landlord and reasonable attorneys' fees. If Landlord consents to Tenant's continued occupancy, Iowa Code § 562A.9(4) applies.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **30 days'** written notice to Tenant.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per Iowa Code § 562.A.22:
 - A. If Landlord fails to deliver possession of the Premises to Tenant as provided, rent abates until possession is delivered and Tenant shall:
 - i. upon at least five days' written notice to Landlord, terminate this Agreement and upon termination Landlord shall return all prepaid rent and security; or
 - ii. demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against Landlord or a person wrongfully in possession and recover the damages sustained by Tenant;
 - B. If Landlord's failure to deliver possession is willful and not in good faith, Tenant may recover from Landlord the actual damages sustained by Tenant and reasonable attorneys' fees.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Per Iowa Code § 562A.15, Landlord shall:
 - i. comply with the requirements of applicable building and housing codes materially affecting health and safety;

- ii. make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
- iii. keep all common areas of the Premises in a clean and safe condition. Landlord shall not be liable for any injury caused by any objects or materials which belong to or which have been placed by Tenant in the common areas of the Premises used by Tenant;
- iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
- v. provide and maintain appropriate receptacles and conveniences, accessible to all tenants, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal; and
- vi. supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

If the duty imposed by subsection (A)(i) above is greater than a duty imposed by another subsection of (A), Landlord's duty shall be determined by reference to subsection (A)(i).

B. Tenant's Responsibilities. Per Iowa Code § 562A.17, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- ii. keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit;
- iii. dispose from the Premises all ashes, rubbish, garbage, and other waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the Premises;
- vi. not deliberately or negligently destroy, deface, damage, impair, or remove a part of the Premises or knowingly permit a person to do so. If damage, defacement, alteration, or destruction of property by Tenant is intentional, Tenant may be criminally charged with criminal mischief pursuant to Iowa Code § 716;

and

- vii. act in a manner that will not disturb a neighbor's peaceful enjoyment.

C. Maintenance Responsibilities by Written Agreement.

- i. If the Premises is a single-family residence, Landlord and Tenant may agree in writing that Tenant perform Landlord's duties specified in subsections A(v) and A(vi) and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith.
 - ii. If the Premises is other than a single family residence, Landlord and Tenant may agree that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only:
 - a. if the agreement of the parties is entered into in good faith and is set forth in a separate writing signed by the parties and supported by adequate consideration;
 - b. if the agreement does not diminish or affect the obligation of Landlord to other tenants; and
 - c. Landlord shall not treat performance of the separate agreement described in subsection (ii) as a condition to an obligation or performance of this Agreement.
19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.
20. **REPAIRS AND ALTERATIONS.**
- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
 - B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

- C. **Landlord's Right to Maintain.** Per Iowa Code § 562A.28, if Tenant fails to comply with Tenant's maintenance responsibilities or Iowa Code 562A.17 materially affecting health and safety that can be remedied by repair or replacement of a damaged item or cleaning and Tenant fails to comply as promptly as conditions require in case of emergency or within seven days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises and cause the work to be done in a competent manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value of it as rent on the next date when periodic rent is due, or if this Agreement has terminated, for immediate payment.
21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or
 - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES AND REGULATIONS.** Per Iowa Code § 562A.18:
- A. Landlord, from time to time, may adopt rules, however described, concerning Tenant's use and occupancy of the Premises. A rule is enforceable against Tenant only if it is written and if:
 - i. its purpose is to promote the convenience, safety, or welfare of the tenants; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - ii. it is reasonably related to the purpose for which it is adopted;
 - iii. it applies to all tenants in a fair manner;
 - iv. it is sufficiently explicit in its prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply;
 - v. it is not for the purpose of evading the obligations of Landlord; and
 - vi. Tenant has notice of it at the time Tenant enters into this Agreement.
 - B. A rule adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.
23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During an absence of the Tenant in excess of 14 days, Landlord may enter the

Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. **ABANDONMENT.**

- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.
- B. **Mitigation of Damages.** Per Iowa Code § 562A.29, if Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning prior to the expiration of this Agreement, it is deemed to be terminated as of the date the new tenancy begins. This Agreement is deemed to be terminated by Landlord as of the date Landlord has notice of the abandonment, if Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender.
- C. **Personal Property.**
Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

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25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per Iowa Code § 562A.19:

- A. Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- B. Landlord may enter the Premises without consent of Tenant in case of emergency.
- C. Landlord shall not abuse the right of access or use it to harass Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give Tenant at least **24 hours notice** of Landlord's intent to enter and enter only at reasonable times.
- D. Landlord does not have another right of access except by court order, and as permitted by Iowa Code §§ 562A.28 and 562A.29, or if Tenant has abandoned or surrendered the Premises.

26. **FIREARM LIMITATION OF LIABILITY.** Per Iowa Code § 562A.16.3, except in cases of willful, reckless, or gross negligence, Landlord is not liable in a civil action for personal injury, death, property damage, or other damages resulting from or arising out of an occurrence involving a firearm, a firearm

component, or ammunition that Landlord is required to allow on the property under Iowa Code § 562A.11.

27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
29. **GROUNDS FOR TERMINATION OF THE TENANCY.**
 - A. **Termination by Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application;
 - iii. there is a material noncompliance by Tenant with this Agreement or a noncompliance with Iowa Code § 562A.17 materially affecting health and safety, per Iowa Code § 562A.27;
 - iv. Tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other tenants, Landlord, Landlord's employee or agent, or other persons on or within one thousand feet of Landlord's property, per Iowa Code § 562A.27A;
 - v. Tenant refuses to allow lawful access, per § 562A.35; or
 - vi. otherwise provided by law.
 - B. **Termination By Tenant.** Tenant may terminate this Agreement if:
 - i. there is a material noncompliance by Landlord with this Agreement or a noncompliance with Iowa Code § 562A.15 materially affecting health and safety, per Iowa Code § 562A.21;
 - ii. Landlord fails to deliver possession of the Premises, per Iowa Code § 562A.22;

- iii. the Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy is substantially impaired, per Iowa Code § 562A.25;
 - iv. Landlord unlawfully removes or excludes Tenant from the Premises or willfully diminishes services, per Iowa Code § 562A.26; or
 - v. otherwise provided by law.
30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Per Iowa Code § 562A.8, notices required under this Agreement, except those notices identified in Iowa Code § 562A.29A (i.e. notice to quit), shall be served as follows:
- A. **Notice to Tenant:**
 - i. hand delivery to Tenant;
 - ii. delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the Premises who is at least eighteen years of age. Delivery under this subparagraph shall be deemed to provide notice to all Tenants of the Premises;
 - iii. personal service pursuant to rule of civil procedure 1.305, Iowa court rules, for the personal service of original notice;
 - iv. mailing by both regular mail and certified mail, as defined in Iowa Code § 618.15, to the address of the Premises or to an address provided by Tenant for mailing;
 - v. posting on the primary entrance door of the Premises. A notice posted according to this subparagraph shall be posted within

the applicable time period for serving notice and shall include the date the notice was posted; or

- vi. a method of providing notice that results in the notice actually being received by Tenant.

B. Notice to Landlord:

- i. hand delivery to Landlord or the Landlord's designated agent;
- ii. delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's designated agent;
- iii. personal service pursuant to rule of civil procedure 1.305, Iowa court rules, for the personal service of original notice;
- iv. delivery to an employee or agent of Landlord at the Landlord's business office;
- v. mailing by both regular mail and certified mail, as defined in Iowa Code § 618.15, to the address of Landlord's business office or to [{PropertyManagerAddress}](#); or
- vi. a method of providing notice that results in the notice actually being received by Landlord.

C. Delivery. Notice served by mail under this section is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice.

- 35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
[{AdditionalProvisions}](#)
- 36. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
- 37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
- 38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
- 40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- 41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing

and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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