

NOTICE TO CURE OR QUIT

To: _____, tenant in possession.
You are hereby notified that the rent is now due and payable on the premises held and occupied by you, being those premises situated in the City of _____, County of Scott, State of Iowa, commonly known as _____.

Your account is delinquent in the amount of \$ _____, being the rent for the period from _____ to _____.

You are hereby required to pay said rent **IN FULL** within **THREE (3)** days or to remove from and deliver up possession of the above mentioned premises, or legal proceedings will be instituted against you to recover possession of said premises, to declare the forfeiture of the lease or rental agreement under which you occupy said premises and to recover rents and damages, together with costs and other damages allowed by statute.

Dated this _____ day of _____, 20_____.

Owner/Manager

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the Notice to Cure or Quit of which this is a true copy, on the above mentioned tenant in possession in the manner indicated below:

On _____, 20____, I sent a true copy of the Notice to Cure or Quit to the tenant at his/her place of residence by certified mail and regular mail. I also posted a copy of the Notice to Cure or Quit to the tenant's door at his/her place of residence.

On _____, 20____, I handed the Notice to Cure or Quit personally to the tenant or to a person residing at the tenant's address who was at least 18 years of age and the tenant signed acknowledging acceptance.

Tenant's Signature

Date

By personal service of the notice pursuant to Iowa Rule of Civil Procedure 1.305 with attached affidavit of service.

Executed on _____, 20_____ at _____.

NOTICE TO QUIT

TO: _____

You and each of you are hereby notified that the undersigned now demands that you vacate and surrender to the undersigned within three (3) days from the date of service of this notice upon you, the possession of the premises now occupied by you and described as follows:

This Notice to Quit is given because the tenancy has now been terminated and you have no further rights to possess the premises. You will therefore take notice and govern yourselves accordingly.

Landlord
By: _____

Section 648.3, Code of Iowa.

AFFIDAVIT OF SERVICE

The undersigned declares under penalty of perjury that I served the 3-day Notice to Quit, of which this is a true copy, on the above-mentioned Tenant in Possession in the manner(s) indicated below:

[] On _____, 20____, I handed the Notice to _____, who is a resident of the tenancy and at least 18 years of age, and who acknowledged this hand delivery by signing and dating as indicated below.

Tenant's Acknowledgement

Date

[] I personally served the Notice in accordance with Iowa Court Rule 1.305 on _____.

[] I posted a dated copy of the Notice on the primary entrance door of the tenancy on _____, 20____, and mailed additional copies of the Notice by both regular and certified mail (as that term is defined in Iowa Code §618.15) to the address of the tenancy or to the last known address of the tenant which was:

Executed on _____, 20____ at _____.

Signature

**NOTICE OF NONCOMPLIANCE WITH RENTAL AGREEMENT
(7/7 DAY NOTICE)**

TO: _____ (Tenant)

You are notified that the undersigned claims the following material noncompliance by you of your Rental Agreement with the undersigned or noncompliance by you of a provision of Iowa Code Section 562A.17 which materially affects health and safety, covering the property at:

The specifics of the noncompliance are:

IF THE ABOVE-SPECIFIED BREACH IS NOT REMEDIED WITHIN 7 DAYS AFTER YOU RECEIVE THIS NOTICE, THE RENTAL AGREEMENT WILL TERMINATE ON _____.

Dated: _____.

Landlord By:

AFFIDAVIT OF SERVICE

The undersigned, being first duly sworn, declares under penalty of perjury that I served the 7/7 day Notice of Noncompliance with Rental Agreement, of which this is a true copy, on the above-mentioned Tenant in Possession in the manner(s) indicated below:

On _____, 20____, I handed the Notice to _____, who is a resident of the tenancy and at least 18 years of age, and who acknowledged this hand delivery by signing and dating as indicated below.

Tenant's Acknowledgement

Date

I personally served the Notice in accordance with Iowa Court Rule 1.305 on _____.

I posted a dated copy of the Notice on the primary entrance door of the tenancy on _____, 20____, and mailed additional copies of the Notice by both regular and certified mail (as that term is defined in Iowa Code §618.15) to the address of the tenancy or to the last known address of the tenant which was:
_____.

Executed on _____, 20____ at _____.

Signature

**THREE DAY NOTICE OF TERMINATION AND NOTICE TO QUIT
FOR CLEAR AND PRESENT DANGER PURSUANT TO § 562A.27A CODE OF IOWA**

TO: _____

You and each of you are hereby notified that pursuant to Iowa Code Section 562A.27A which provides for this single-notice form, your Rental Agreement is terminated effective three (3) days from the date of service of this Notice upon you, and it is demanded that you vacate and surrender possession of the premises now occupied by you and described as follows:

This Notice is being given to you for the reason that you or persons on the premises with your consent have created circumstances, or maintained a threat constituting a clear and present danger to the health and safety of other tenants, the landlord, the landlord's employees or agents, or other persons on or within 1000 feet of the landlord's property. The nature of the clear and present danger, and the incidents giving rise to the clear and present danger are as follows:

- Physical assault or threat of physical assault.
- Illegal use or threat of illegal use of a firearm or other weapon, or possession of an illegal weapon.
- Illegal possession or delivery of a controlled substance.
- Other: (specify) _____

Specifics: _____

You will therefore take notice and govern yourselves accordingly.

Landlord
By: _____

AFFIDAVIT OF SERVICE

The undersigned declares under penalty of perjury that I served the 3-day Notice to Quit, of which this is a true copy, on the above-mentioned Tenant in Possession in the manner(s) indicated below:

[] On _____, 20____, I handed the Notice to _____, who is a resident of the tenancy and at least 18 years of age, and who acknowledged this hand delivery by signing and dating as indicated below.

Tenant's Acknowledgement

Date

[] I personally served the Notice in accordance with Iowa Court Rule 1.305 on _____.

[] I posted a dated copy of the Notice on the primary entrance door of the tenancy on _____, 20____, and mailed additional copies of the Notice by both regular and certified mail (as that term is defined in Iowa Code §618.15) to the address of the tenancy or to the last known address of the tenant which was: _____.

Executed on _____, 20____ at _____.

Signature

562A.27A TERMINATION FOR CREATING A CLEAR AND PRESENT DANGER TO OTHERS.

1. Notwithstanding section 562A.27 or 648.3, if a tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other tenants, the landlord, the landlord's employee or agent, or other persons on or within one thousand feet of the landlord's property, the landlord, after the service of a single three days' written notice of termination and notice to quit stating the specific activity causing the clear and present danger, and setting forth the language of subsection 3 which includes certain exemption provisions available to the tenant, may file suit against the tenant for recovery of possession of the premises pursuant to chapter 648, except as otherwise provided in subsection 3. The petition shall state the incident or incidents giving rise to the notice of termination and notice to quit. The tenant shall be given the opportunity to contest the termination in the court proceedings by notice thereof at least three days prior to the hearing.

2. A clear and present danger to the health or safety of other tenants, the landlord, the landlord's employees or agents, or other persons on or within one thousand feet of the landlord's property includes, but is not limited to, any of the following activities of the tenant or of any person on the premises with the consent of the tenant:

a. Physical assault or the threat of physical assault.

b. Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.

c. Possession of a controlled substance unless the controlled substance was obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice. This paragraph applies to any other person on the premises with the consent of the tenant, but only if the tenant knew of the possession by the other person of a controlled substance.

3. This section shall not apply to a tenant if the activities causing the clear and present danger, as defined in subsection 2, are conducted by a person on the premises other than the tenant and the tenant takes at least one of the following measures against the person conducting the activities:

a. The tenant seeks a protective order, restraining order, order to vacate the homestead, or other similar relief pursuant to chapter 236, 598, 664A, or 915, or any other applicable provision which would apply to the person conducting the activities causing the clear and present danger.

b. The tenant reports the activities causing the clear and present danger to a law enforcement agency or the county attorney in an effort to initiate a criminal action against the person conducting the activities.

c. The tenant writes a letter to the person conducting the activities causing the clear and present danger, telling the person not to return to the premises and that a return to the premises may result in a trespass or other action against the person, and the tenant sends a copy of the letter to a law enforcement agency whose jurisdiction includes the premises. If the tenant has previously written a letter to the person as provided in this paragraph, without taking an action specified in paragraph "a" or "b" or filing a trespass or other action, and the person to whom the letter was sent conducts further activities causing a clear and present danger, the tenant must take one of the actions specified in paragraph "a" or "b" to be exempt from proceedings pursuant to subsection 1.

However, in order to fall within the exemptions provided within this subsection, the tenant must provide written proof to the landlord, prior to the commencement of a suit against the tenant, that the tenant has taken one of the measures specified in paragraphs "1" through "3".

NOTICE OF PAST DUE RENT

TO: _____

You are notified that the Landlord claims the following past due rent from you under the terms of your Rental Agreement covering the property at

 _____ \$ _____

 _____ Total \$ _____ 0.00

IF THE RENT IS NOT PAID WITHIN 3 DAYS AFTER YOU RECEIVE THIS NOTICE THE LANDLORD INTENDS TO TERMINATE THE RENTAL AGREEMENT AS PROVIDED BY THE UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT.

Dated: _____, _____
 _____ (Landlord)(Tenant)
 By _____
 _____ Attorney
 Address _____

562A.21 or .27
 Iowa Code

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

AFFADAVIT OF SERVICE

STATE OF IOWA }
 } SS
 COUNTY OF _____ }

The undersigned being sworn states the above notice was given to each of the persons to whom the notice is addressed, by delivering or mailing by certified or registered mail a copy of the notice to each of the persons at the date and at the place set opposite their respective names:

Name	Mo.	Day	Yr.	City, Town, or Township	County	State

Subscribed and sworn to me this _____ day of _____, _____.

 Notary Public in and for the State of Iowa

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follow:

1. Resident, any members of the resident's household or a guest or other person under the resident's Control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Iowa Code Chapter 124).
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Residents or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or a guest or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Iowa Code Chapter 124, at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.**
A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease under Iowa law. Unless otherwise provided by law, proof of violation shall not require criminal conviction.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Property Manager's Signature

Date

Property