

**MOBILE HOME / MANUFACTURED HOUSING COMMUNITY
APPLICATION AND AGREEMENT**

NAME _____ AGE _____
SOCIAL SECURITY NUMBER _____
PRESENT ADDRESS _____
CITY _____ STATE _____ ZIP _____
HOME PHONE _____ HOW LONG _____
MARITAL STATUS _____

SPOUSE'S OR CO-RESIDENT'S NAME _____
SPOUSE'S OR CO-RESIDENT'S AGE _____
SPOUSE'S OR CO-RESIDENTS SOCIAL SECURITY NUMBER _____

OTHER PERSONS WHO RESIDE WITH YOU

NAME _____ AGE _____
NAME _____ AGE _____
NAME _____ AGE _____
NAME _____ AGE _____

PET (Kind and Weight)

PRESENT EMPLOYER _____
ADDRESS _____
CITY _____ STATE _____ TELEPHONE _____ HOW LONG
EMPLOYED _____
JOB TITLE _____
MONTHLY SALARY _____

PREVIOUS EMPLOYER _____
ADDRESS _____
CITY _____ STATE _____ TELEPHONE _____
HOW LONG EMPLOYED _____

SPOUSE'S OR CO-RESIDENT'S EMPLOYER _____
ADDRESS _____
CITY _____ STATE _____ TELEPHONE _____
HOW LONG EMPLOYED _____

DO YOU CURRENTLY RENT OR OWN RESIDENCE? _____
IF YOU CURRENTLY OWN RESIDENCE, NAME OF PRESENT
LIENHOLDER _____ ADDRESS _____
TELEPHONE _____ IF YOU CURRENTLY RENT,
NAME OF LANDLORD _____
ADDRESS _____ TELEPHONE _____

PREVIOUS LANDLORD _____
ADDRESS _____ TELEPHONE _____

PREVIOUS LANDLORD _____
ADDRESS _____ TELEPHONE _____

AUTOMOBILE MAKE _____ COLOR _____
MODEL _____ YEAR _____ LICENSE NO. _____

AUTOMOBILE MAKE _____ COLOR _____
MODEL _____ YEAR _____ LICENSE NO. _____

OTHER LICENSED VEHICLES (campers, boats, RVs, etc.)

MAKE _____ COLOR _____
MODEL _____ YEAR _____ LICENSE NO. _____

MAKE _____ COLOR _____
MODEL _____ YEAR _____ LICENSE NO. _____

MOBILE HOME/MANUFACTURED HOUSING YEAR _____ MAKE _____
TITLE NO. _____

SERIAL/VIN NO. _____ MODEL _____ LENGTH _____
WIDTH _____

NAME OF SELLER _____

SELLER'S ADDRESS _____

LIENHOLDER _____

LEINHOLDER'S ADDRESS _____

BALANCE OWED _____

PRESENT LOCATION OF MOBILE HOME _____

PERSONAL REFERENCES _____

NAME _____ TELEPHONE _____

ADDRESS _____ RELATIONSHIP _____ NAME _____

_____ TELEPHONE _____ ADDRESS _____

_____ RELATIONSHIP _____

NAME OF BANK _____ ADDRESS _____

CHECKING ACCOUNT YES _____ NO _____

SAVINGS ACCOUNT YES _____ NO _____

INSTALLMENT LOAN YES _____ NO _____

NAME OF BANK _____ ADDRESS _____
 CHECKING ACCOUNT YES _____ NO _____
 SAVINGS ACCOUNT YES _____ NO _____
 INSTALLMENT LOAN YES _____ NO _____

CREDIT CARDS

NAME _____ ADDRESS _____
 NAME _____ ADDRESS _____
 NAME _____ ADDRESS _____

NAME OF SOMEONE YOU KNOW RESIDING IN THE COMMUNITY _____
 DATE OCCUPANCY IS DESIRED _____

Have you ever been arrested on a charge involving the use of illegal drugs, substance abuse or any related charge? YES _____ NO _____. If yes, please indicate the date of arrest, the name of the arresting authority, the law violations with which you were charged and any other details of which you are aware.

Have you ever been convicted on a charge involving the use of illegal drugs, substance abuse or any related charge? YES _____ NO _____. If yes, please indicate the date of conviction, the court in which you were convicted, the law violations of which you were convicted and any other details of which you are aware.

Have you ever been convicted of a felony or aggravated misdemeanor? YES _____ NO _____. If yes, please indicate the date of conviction, the court in which you were convicted, the violations of which you were convicted and any other details of which you are aware.

Have you ever been a defendant in a Forcible Entry and Detainer (eviction) action? YES _____ NO _____. If yes, give details of time and circumstances.

Have you ever been sued for rent? YES_____NO_____. If yes, please explain the circumstances and outcome.

I HAVE READ THE RULES AND REGULATIONS OF THE COMMUNITY AND IF I AM A RESIDENT, I AGREE TO ABIDE BY THEM. FURTHERMORE, I REPRESENT THAT THE ABOVE INFORMATION CONTAINED IN THIS APPLICATION AND AGREEMENT IS TRUE AND COMPLETE. I AUTHORIZE THE OWNER OF THE COMMUNITY, OR ITS AGENTS, TO VERIFY THE INFORMATION PROVIDED ABOVE, OBTAIN ADDITIONAL INFORMATION CONCERNING MY CREDIT STANDING AND TO FURNISH THE SAME TO OTHERS. IF IT EVER BECOMES NECESSARY FOR SERVICE OF PROCESS UPON ME, IN ADDTION TO ALL OTHER LAWFUL FORMS AND METHODS OF SERVICE, I HEREBY AUTHORIZE SERVICE OF PROCESS UPON ANY PERSON IDENTIFIED IN MY REGISTRATION FORM TO BE CONTACTED IN CASE OF EMERGENCY AND I AGREE THAT SUCH SERVICE SHALL BE DEEMED GOOD AND SUFFICIENT FOR ALL PURPOSES AS IF I HAD BEEN SERVED PERSONALLY. FINALLY, I AGREE THAT IF THERE IS A CHANGE IN ANY OF THE INFORMATION CONTAINED IN THIS APPLICATION, I WILL NOTIFY THE LANDLORD OR MANAGER WITHIN TEN (10) DAYS OF SAID CHANGE. THE UNDERTAKINGS IN THIS AGREEMENT WILL CONTINUE EVEN AFTER THE EXECUTION OF A RENTAL AGREEMENT.

SIGNED _____
Applicant Date

SIGNED _____
Applicant Date

DISCLOSURE STATEMENT AND ACKNOWLEDGEMENT

(Copy to be given to Resident prior to executing Rental Agreement and executed copy to be retained by Landlord.)

NAME OF COMMUNITY

1. The manager of the community is:

NAME :

ADDRESS:

TELEPHONE

2. The owner of the community is:

NAME:

ADDRESS:

TELEPHONE:

If more than one owner is named above, either of them is authorized to act on behalf of the owners for the purposes specified in Chapter 562B of the Iowa Code.

3. Utility rates, charges, and services shall be handled as follows:

Electricity: _____

Gas: _____

Telephone: _____

Cable T. V. _____

Water, Sewer, and Garbage Services: _____

Other: _____

4. Because of the need for efficient management and the preservation of values, and pursuant to agreements and understandings with the various providers of utility services, the Landlord shall supervise the placement of each mobile home / manufactured house.

The Resident will be responsible for all utility services to the Resident's lot (except _____ as above provided), and any deposits required by utility providers.

ACKNOWLEDGMENT

I acknowledge receipt of this written Disclosure Statement and acknowledgement and that I have received a copy of the Rental Agreement and a copy of the Rules and Regulations concerning the residents' use and occupancy of:

Lot and Address: _____

Date: _____

RESIDENT

Date: _____

RESIDENT

MOBILE HOME/MANUFACTURED HOUSING COMMUNITY REGISTRATION

(to be filled out after acceptance and upon arrival)

RESIDENT ARRIVED _____ 20____ INITIAL
RESIDENT DEPARTED _____ 20____ RENTAL RATE \$ _____

LOT # _____ LOT ADDRESS _____

NAME AND AGE OF EACH RESIDENT

In case of emergency, landlord should notify:

Name _____ Address _____
Phone number _____ Relationship _____

MOBILE HOME / MANUFACTURED HOME

Make _____ Year _____
Serial / VIN No. _____ Title No. _____

Legal Owner of Mobile Home / Manufactured Home

Name _____ Address _____
Phone number _____ Relationship _____

LIENS UPON MOBILE / MANUFACTURED HOME

LIENHOLDER'S NAME _____
LIENHOLDER'S ADDRESS _____
BALANCE OWED _____

LIENHOLDER'S NAME _____
LIENHOLDER'S ADDRESS _____
BALANCE OWED _____

AUTOMOBILES AND OTHER LICENSED VEHICLES

MAKE	MODEL	YEAR	LICENSE NUMBER	STATE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I verify that the information provided above is true and correct to the best of my knowledge. I agree to give the management notice of any changes in the above information within (10) days of any change.

Date

Signature of Resident Verifying this information

Rental Agreement for Manufactured House/Mobile Home Site

This Rental Agreement for Manufactured House/Mobile Home Site ("Agreement") is entered into between the landlord, _____ ("Landlord"), and the following resident(s) _____ (collectively, "Resident"), who are jointly and severally responsible and liable for all obligations under this Agreement. Under this Agreement, Landlord hereby leases to Resident, and Resident hereby leases from Landlord, the below designated home site ("Premises") for Resident's manufactured or mobile home ("Home"). Landlord and Resident shall be jointly referred to as the "Parties."

1. **TERM.** Landlord leases the Premises to Resident on a month to month basis commencing on (*insert date*) (the "Commencement Date"), and continuing until terminated according to the provisions of Agreement. Subject to the provisions within Sections 16 and 17, this Agreement shall be automatically renewed for a like term and upon the same terms as set forth herein, without notice, at the end of the initial term, and successively thereafter at the end of each renewal term.

2. **RENT.** Resident's rental obligations are as follows:

(a) Resident shall pay monthly Rent in the amount of \$ _____, in advance, on or before the first (1st) day of each calendar month ("Rent"), beginning on the Commencement Date of the Term noted above. Rent shall be considered late after the fifth (5th) day of the month at 5:00 p.m., ("Delinquency Date") and a late fee shall be assessed as set forth in Section 2(b), below. If the Term hereof commences on the first day of the month, a full monthly Rent payment is due herewith; if not, the Rent payment for any initial, partial month of possession, is due pro rata herewith, and shall be based on a 30-day month, and a full payment thereafter is to be paid each month, in advance, on the first (1st) day of each month during the term of this Agreement. Any proration of Rent for an initial, partial month, or the corresponding proration for the last, partial month, shall be on a per diem basis according to actual days of possession. The Rent may be adjusted from time to time by written notice or as required by law. Partial payments will not be accepted. Rent is due for the entire Term, regardless as to whether the dwelling is occupied.

(b) Resident shall deposit Resident's rental payment at Landlord's office, or mail Resident's rental payment to the following address so that it is received by Landlord, on or before the due date noted above:

(c) A late fee ("Late Fee") in the following applicable amount may be assessed on any rent payment received after the due date: (1) if the monthly Rent is at or below \$700 per month, a late fee of \$60 will be charged, with such late fee being charged five days after the due date based upon a \$12 per day fee for those five days, for a total of the \$60 fee being charged on the sixth day of the month; or (2) if the monthly Rent is greater than \$700 per month, a late fee of \$100 will be charged, with such late fee being charged five days after the due date based upon a \$20 per day fee for those five days, for a total of the \$100 fee being charged on the sixth day of the month. The existence of a Late Fee is not to be construed by Resident as a waiver of the requirement that Rent payments are due on or before the first day of the month. Rent will be considered late unless and until rent is paid in full. No verbal communication shall be deemed to alter or waive any Late Fee duly owed, and shall not affect an extension of any cure period provided in a notice of past due Rent provided in accordance with Iowa law.

(d) In the event Resident has been provided a three-day notice of past-due Rent, any payment of Rent during the aforesaid period (the "Delinquency Period") shall be governed by this Section 2(d). During the Delinquency

Period, any partial payment of Rent tendered by Resident shall be and is hereby rejected, whether such attempted payment was attempted or actually tendered, and regardless as to the payment method. If the Delinquency Period has expired without Resident curing the said default, attempted or actual tender of Rent in any amount made by Resident shall be and is hereby rejected regardless as to the payment method.

(e) Resident will be charged Landlord's actual costs/fees incurred, if any, in connection with any dishonored/returned check, in addition to any resulting late fee for untimely payment, not to exceed any maximum fee permitted by law. Residents whose checks are dishonored/returned by a bank will be required to pay rent by cash, money order or cashier's check for the remainder of the tenancy.

(f) Any and all late fees, charges, fines, or other amounts charged by Landlord to Resident under the Agreement or otherwise under the law shall be considered additional Rent and shall be paid in full with the next month's Rent payment. As noted above, Rent will be considered late unless and until rent is paid in full.

3. SECURITY DEPOSIT. Resident herewith deposits with Landlord the sum of \$_____ (*not to exceed two months' rent*) and agrees that this sum is to be retained by Landlord during the term of this Agreement and any renewals. At the expiration of the lease term, the security deposit will be held, used and refunded in accordance with Iowa law. Landlord may withhold from the security deposit such amount as may be reasonably necessary (a) to remedy Resident's default in the payment of rent or other funds due to Landlord pursuant to this Agreement; (b) to restore the Premises to the condition at the commencement of the tenancy, ordinary wear and tear excepted; (c) to remove, store, and dispose of Resident's Home if it is abandoned on the Premises (as defined in section 562B.27 or related provision); and (d) for such other purposes as may be allowed by law.

4. UTILITIES. Utility rates, charges and services shall be furnished in accordance with the terms contained in the Disclosure Statement and Acknowledgment provided to or executed by Resident prior to executing this Agreement. Unless otherwise noted therein, Resident shall be responsible for all utilities.

5. ASSIGNMENT AND SUBLETTING. Resident may not assign this Agreement, or assign or sublease the Premises, without prior written consent of Landlord.

6. RESIDENT'S USE. Resident shall occupy the Premises, and shall only use the Premises, as a residence and not for any commercial purposes or any purpose other than use as a residence. "Commercial use," shall include, but is not limited to, in home babysitting and/or child care for individuals other than Resident's immediate family on an ongoing and/or regular basis. Resident shall not undertake any illegal activity, including, but not limited to, the use, transfer, possession, or creation of any illegal substance on the Premises or within the community, and shall not use the Premises in any other illegal or unlawful manner, or contrary to any applicable law, rule, regulation or ordinance of any federal, state or municipal authority. Only those persons appearing on this Agreement, and their dependents, may occupy the Premises.

7. RESIDENT'S INSURANCE. At all times, Resident shall maintain liability insurance covering the Premises, and such insurance shall name Landlord as an additional insured. Resident shall provide proof of such coverage to Landlord, by providing Landlord with an appropriate certificate of insurance and additional insured endorsement. Landlord's insurance does not cover any of Resident's property. If Resident desires to have renter's, homeowner's, or other insurance providing coverage for any of Resident's property to be located in or upon the Premises, then it is Resident's responsibility to obtain and pay for any such desired insurance.

8. RESIDENT OBLIGATIONS. Resident shall maintain the Premises in as good a condition as when the Resident took possession and shall: (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of city, county and state codes materially affecting health and safety. (b) Keep that part of the manufactured home community or mobile home park that the tenant occupies and uses reasonably clean and safe. (c) Dispose from the Resident's Premises all rubbish, garbage and other waste in a clean and safe manner. (d) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the manufactured home community or mobile home park or knowingly permit any person to do so. (e) Act and require other persons in the manufactured home community or mobile home park with the tenant's consent to act in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the manufactured home community or mobile home park. (f)

Maintain in good and safe working order all utility lines, pipes, and cables extending from the mobile home to outlets provided by the landlord for electric, water, sewer, and other services; this subsection shall not apply to a tenant who does not own the mobile home.

9. LANDLORD'S MAINTENANCE RESPONSIBILITIES: Landlord shall: (a) Comply with the requirements of all applicable city, county and state codes materially affecting health and safety which are primarily imposed upon the Landlord. (b) Make all repairs and do whatever is necessary to put and keep the Homesite in a fit and habitable condition. (c) Keep all common areas of the manufactured Home community in a clean and safe condition. (d) Maintain in good and safe working order and condition all facilities supplied or required to be supplied by the landlord (e) Provide for removal of garbage, rubbish, and other waste from the manufactured home community.

10. OTHER DUTIES OF THE PARTIES. Landlord and Resident agree to comply with all duties, obligations, and terms of Iowa Code Chapter 562B, the Manufactured Home Communities or Mobile Home Parks Residential Landlord and Tenant Law.

11. ALTERATIONS AND IMPROVEMENTS. Resident shall make no structural alterations to the Premises without Landlord's prior written consent, and Resident shall be liable to Landlord for damages resulting from any unapproved alterations or improvements. The foregoing notwithstanding, improvements, except a natural lawn, purchased and installed by Resident on the Premises shall remain the property of the Resident even though affixed to or in the ground and may be removed or disposed of by Resident prior to the termination of the tenancy, provided that Resident shall leave the Premises in substantially the same or better condition than upon taking possession.

12. ACCESS BY LANDLORD. Landlord shall not access the interior of the Home without Resident's consent, if owned by Resident, provided, that Landlord may access the Home if the same is necessary to prevent damage to the Premises or is in response to an emergency situation. Landlord may enter onto the Premises in order to inspect the mobile home space, make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. Landlord shall endeavor to provide Resident with reasonable notice prior to any non-emergent access upon the Premises.

13. RESIDENT'S REPRESENTATIONS. Resident affirmatively states and agrees that all of the information provided orally or in writing by Resident to Landlord as part of the application process is true and correct; that all such information has been provided by Resident as an inducement to Landlord to enter into this Agreement; and that Landlord has relied upon all such information in entering into this Agreement. Accordingly, Resident acknowledges and agrees that if any of such information provided by Resident is false, material, and relied upon by Landlord, then such misrepresentation by Resident constitutes a breach of and material noncompliance by Resident with this Agreement and Landlord may terminate this Agreement based upon such breach and material non-compliance and upon proper notice.

14. RULES AND REGULATIONS. Attached to, or otherwise accompanying, this Agreement, and incorporated by this reference as if fully set forth herein, is a copy of Landlord's Rules and Regulations ("Rules and Regulations"). Resident agrees for her/himself, Resident's family members, and Resident's invitees and guests, to consult, conform to and abide by all Rules and Regulations concerning the use and occupancy of the Home and Premises, including all additions, changes, deletions, or amendments to the Rules and Regulations which Landlord may deem necessary for the protection of the mobile home community, the general comfort and welfare of the residents, or the ease and efficiency of the management of the community. Any failure of Resident to observe and comply with such Rules and Regulations shall constitute a breach of, and material noncompliance with, the terms of this Agreement in the same manner as if the Rules and Regulations were contained herein this Agreement, and Landlord shall have the rights and remedies with respect to any such failure and violation of the Rules and Regulations as is provided for under this Agreement and under the law for any breach of this Agreement by Resident, provided however that Landlord otherwise has such rights and remedies under current Iowa law.

15. CANCELLATION OR TERMINATION OF RENTAL AGREEMENT. In addition to Landlord's other remedies provided by law, and without limitation thereto: (a) When either Party desires to cancel the renewal of this Agreement, at least sixty (60) days' written notice shall be delivered to the other Party, as required by law, and this Agreement shall terminate at the end of that period or the then-current lease term, whichever is longer. (b) If there is a material noncompliance by Resident with the terms of this Agreement (other than for nonpayment of rent or if Resident creates a clear and present danger to health and safety), Landlord may deliver written notice, as required by law, of the acts and omissions constituting the breach and of Landlord's election to terminate the Agreement within thirty (30) days if the breach is not remedied in fourteen (14) days. If Resident fails to adequately remedy the breach within fourteen (14) days, this Agreement shall terminate as provided in the notice and as otherwise provided under the law. (c) If Resident fails to pay rent when due and Resident fails to pay rent within three (3) days after written notice by Landlord, as required by law, of nonpayment of rent when due and of Landlord's intention to terminate this Agreement if rent is not paid within that period of time, Landlord may terminate this Agreement. (d) This Agreement may be terminated by Landlord if Resident has created or maintained a threat constituting a clear and present danger to the health or safety of other residents, Landlord, Landlord's employees or agents, or other persons on or within one thousand (1,000) feet of Landlord's property, after the service of a single three (3) days' written notice of termination and Notice to Quit stating the specific activity causing the clear and present danger. (e) In the event Landlord terminates the Agreement as set forth above, or Resident's possession is otherwise not permitted by law, Landlord may proceed with any and all available remedies provided at law or in equity, including recovery of possession of the Premises as provided by law.

16. HOLDOVER. In the event Resident remains in possession of the Premises with the consent of the Landlord after the expiration of the lease term described herein, a new month-to-month tenancy shall be created between Resident and Landlord, which shall be subject to all terms and conditions hereof.

17. CONDEMNATION. Condemnation of the Premises, or of all or a substantial portion of the mobile home community, shall be sufficient grounds for the termination of this Agreement by Landlord on the date of the taking, provided that such termination is otherwise lawful under Iowa law. Resident shall not receive any portion of any award made for such condemnation, but shall be entitled to any otherwise recoverable damages, if any, under Iowa law.

18. RESALE. In the event Resident desires to sell Resident's Home without removal of the Home from the Premises by the proposed purchaser, Resident shall make such sale subject to the Landlord's approval of the purchaser as a new resident of the Park, which shall not be unreasonably withheld, and the proposed purchaser shall make appropriate application to Landlord and enter into a new Rental Agreement of the Premises before such sale shall become binding. A failure to comply with the provisions of this paragraph shall be deemed to be a breach of and material noncompliance with this Agreement, and Resident and the purchaser shall be subject to removal under the provisions of Chapter 648 of the Iowa Code.

19. NOTICES. Notices from Resident to Landlord shall be delivered to Landlord at the following address: _____ or as otherwise provided under the law. Notices from Landlord to Resident will be provided pursuant to Iowa law.

20. MECHANIC'S LIENS. Neither Resident nor anyone claiming by, through, or under Resident, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon the Premises or upon any improvements thereon, or upon the leasehold interest of Resident, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alterations, or repairs on the Premises at any time be or become entitled to any lien thereon, and for the security of Landlord, Resident covenants and agrees to give actual notice in advance to any and all contractors and subcontractors who may furnish or agree to furnish any material, service or labor. Failure by Resident to give notice to such contractor or subcontractor shall be deemed a material noncompliance of this Agreement.

21. MISCELLANEOUS PROVISIONS. (a) Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context. (b) If more than one Resident is signatory to this Agreement, they shall be jointly and severally liable for the performance hereof, and each shall be liable for the acts and omissions of the other(s). (c) Headings are for convenience only and are not

Rental Agreement for Manufactured House/Mobile Home Unit

This Rental Agreement ("Agreement") is entered into between the landlord, _____ ("Landlord"), and the following resident(s) _____ (collectively, "Resident"), who are jointly and severally responsible and liable for all obligations under this Agreement. Under this Agreement, Landlord hereby leases to Resident, and Resident hereby leases from Landlord, the below described manufactured or mobile home ("Premises" or "Home") located on the below noted real property. Landlord and Resident shall be jointly referred to as the "Parties." For purposes of this Agreement, the term Agreement shall be deemed the same as a rental agreement under the provisions of the Iowa Uniform Residential Landlord and Tenant Act within Iowa Code Chapter 562A (the "Act").

Serial or Title No. of Home: _____

Make, Model and Year of Home: _____

Address of Home: _____ County, Iowa

1. **TERM.** Landlord leases the Premises to Resident on a month to month basis commencing on _____ (*insert date*) (the "Commencement Date"), and continuing until terminated according to the provisions of Agreement. Subject to the provisions within the paragraph regarding condemnation, this Agreement shall be automatically renewed for a like term and upon the same terms as set forth herein (subject to the terms of Section 16), without notice, at the end of the initial term, and successively thereafter at the end of each renewal term.

2. **RENT.** Resident's rental obligations are as follows:

(a) Resident shall pay monthly Rent in the amount of \$ _____, in advance, on or before the first (1st) day of each calendar month ("Rent"), beginning on the Commencement Date of the Term noted above. If the Term hereof commences on the first day of the month, a full monthly Rent payment is due herewith; if not, the Rent payment for any initial, partial month of possession, is due pro rata herewith, and shall be based on a 30-day month, and a full payment thereafter is to be paid each month, in advance, on the first (1st) day of each month during the term of this Agreement. Any proration of Rent for an initial, partial month, or the corresponding proration for the last, partial month, shall be on a per diem basis according to actual days of possession. Partial payments will not be accepted. Rent is due for the entire Term, regardless as to whether the dwelling is occupied.

(b) Resident shall deposit Resident's rental payment at Landlord's office, or mail Resident's rental payment to the following address so that it is received by Landlord, on or before the due date noted above:

(c) A late fee ("Late Fee") in the following applicable amount may be assessed on any rent payment received after the due date: (1) if the monthly Rent is at or below \$700 per month, a late fee of \$60 will be charged, with such late fee being charged five days after the due date based upon a \$12 per day fee for those five days, for a total of the \$60 fee being charged on the sixth day of the month; or (2) if the monthly Rent is greater than \$700 per month, a late fee of \$100 will be charged, with such late fee being charged five days after the due date based upon a \$20 per day fee for those five days, for a total of the \$100 fee being charged on the sixth day of the month. The existence of a Late Fee is not to be construed by Resident as a waiver of the requirement that Rent payments are due on or before the first day of the month. Rent will be considered late unless and until rent is paid in full. No verbal communication shall be deemed to alter or waive any Late Fee duly owed, and shall not affect an extension of any cure period provided in a notice of past due Rent provided in accordance with Iowa law.

(d) In the event Resident has been provided a three-day notice of past-due Rent, any payment of Rent during the aforesaid period (the "Delinquency Period") shall be governed by this Section 2(d). During the Delinquency Period,

any partial payment of Rent tendered by Resident shall be and is hereby rejected, whether such attempted payment was attempted or actually tendered, and regardless as to the payment method. If the Delinquency Period has expired without Resident curing the said default, attempted or actual tender of Rent in any amount made by Resident shall be and is hereby rejected regardless as to the payment method.

(e) Resident will be charged Landlord's actual costs/fees incurred, if any, in connection with any dishonored/returned check, in addition to any resulting late fee for untimely payment, not to exceed any maximum fee permitted by law. Residents whose checks are dishonored/returned by a bank will be required to pay rent by cash, money order or cashier's check for the remainder of the tenancy.

(f) Any and all late fees, charges, fines, or other amounts charged by Landlord to Resident under the Agreement or otherwise under the law shall be considered additional Rent and shall be paid in full with the next month's Rent payment. As noted above, Rent will be considered late unless and until rent is paid in full.

3. SECURITY DEPOSIT. Resident herewith deposits with Landlord the sum of \$_____ (*not to exceed two months' rent*) and agrees that this sum is to be retained by Landlord during the term of this Agreement and any renewals. At the expiration of the lease term, the security deposit will be held, used and refunded in accordance with Iowa law. Landlord may withhold from the security deposit such amount as may be reasonably necessary (a) to remedy Resident's default in the payment of rent or other funds due to Landlord pursuant to this Agreement; (b) to restore the Premises to the condition at the commencement of the tenancy, ordinary wear and tear excepted; (c) to recover expenses incurred in acquiring possession of the Premises if Resident acts in bad faith in failing to surrender and vacate the Premises upon noncompliance with the Agreement and notification of such noncompliance; and (d) for such other purposes as may be allowed by law.

4. UTILITIES. Utility rates, charges and services shall be furnished in accordance with the terms contained in the Disclosure Statement provided to or executed by Resident prior to executing this Agreement. Unless otherwise noted therein, Resident shall be responsible for all utilities.

5. ASSIGNMENT AND SUBLETTING. Resident may not assign this Agreement, or assign or sublease the Premises, without prior written consent of Landlord.

6. RESIDENT'S USE OF THE HOME. Resident shall occupy the Premises, and shall only use the Premises, as a residence and not for any commercial purposes or any purpose other than use as a residence. "Commercial use," shall include, but is not limited to, in home babysitting and/or child care for individuals other than Resident's immediate family on an ongoing and/or regular basis. Resident shall not undertake any illegal activity, including, but not limited to, the use, transfer, possession, or creation of any illegal substance on the Premises or within the community, and shall not use the Premises in any other illegal or unlawful manner, or contrary to any applicable law, rule, regulation or ordinance of any federal, state or municipal authority.

7. RESIDENT INSURANCE. Landlord's insurance does not cover any of Resident's property. If Resident desires to have insurance providing coverage for Resident's property to be located in or upon the Premises, then it is Resident's responsibility to obtain and pay for any such desired insurance.

8. RESIDENT OBLIGATIONS. Resident agrees to: (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety. (b) Keep that part of the Premises that Resident occupies and uses, including garages, driveways and yards, if applicable, in as clean and safe as the condition of the Premises permits. Except as otherwise required by law, Resident agrees to pay the actual costs expended by Landlord to clean and/or repair the Premises if it is left in a condition that exceeds ordinary wear and tear, including extermination of bugs and/or pests. (c) All rubbish, garbage and other waste shall be removed by Resident and disposed in a safe and clean manner and placed inside the dumpster. (d) Keep all plumbing fixtures in the Premises or used by Resident, as clean as their conditions permit. Landlord will perform any maintenance or repairs required to the plumbing fixtures. Resident shall reimburse Landlord for all expenditures in maintain or repairing the plumbing fixtures required due to Resident's (or Resident's guests, agents, invitees or licensees) misuse or use which exceeds normal wear and tear. (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the

Premises. (g) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises, or knowingly permit a person to do so. (h) Conduct himself/herself in a manner that will not disturb a neighbor's peaceful enjoyment of the neighbor's property. (i) Comply with all other duties and obligations imposed upon tenants by the Iowa Uniform Residential Landlord and Tenant Act (Iowa Code Chapter 562A). (j) Not engage or permit others to engage in illegal activities in this Premises. (k) Turn off all water faucets, lights, and electrical appliances, when not in use, and keep heating and cooling equipment at temperature levels suggested by Federal guidelines to conserve utilities. Use all electrical, plumbing, heating, ventilating, air conditioning, and other utilities in a reasonable manner. (l) Have the existing utilities as may be Resident's responsibility transferred into Resident's name. A failure to have such utilities in Resident's name shall constitute cause to terminate this Agreement, upon proper notice. Resident shall be responsible for the actual costs incurred by Landlord due to Resident's failure to transfer utilities to Resident's name.

9. LANDLORD OBLIGATIONS. Landlord agrees to: (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety. (b) Make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition, within a reasonable period of time of discovery of any defects impacting the Premises' habitability. (c) 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 may have been placed by, Resident in the common areas of the Park and used by Resident. (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, supplied or required to be supplied by the Landlord. (e) Provide and maintain appropriate receptacles and conveniences, accessible to all residents, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal. (f) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

10. OTHER DUTIES OF THE PARTIES. Landlord and Resident agree to comply with all duties, obligations, and terms of Iowa Code Chapter 562A, the Iowa Uniform Residential Landlord and Tenant Act.

11. FIXTURES, ALTERATIONS, AND IMPROVEMENTS. Resident shall leave upon, and surrender to Landlord, with the Premises at the termination of this Rental Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Resident, without any payment therefore. Resident shall make no structural alterations to the Premises without Landlord's prior written consent, nor cause to be done, any interior decorating or remodeling unless Landlord consents in writing. Interior decorating shall include, but not be limited to: painting, wallpapering, removal or replacement of doors, locks or windows, nailing, tacking, gluing or taping anything to the walls or floors. Resident shall surrender possession of said Premises to the Landlord in as good repair and condition as the same are now, or may hereafter be placed, ordinary wear and tear excepted, at the expiration of this Agreement without notice.

12. ACCESS TO THE HOME. Landlord shall have the right, subject to Resident's consent (which consent shall not be unreasonably withheld) and/or with at least 24 hours prior notice given by Landlord, to enter the Home in order to inspect the Home, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or show the Home to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Notwithstanding the foregoing, Landlord may enter the Home without Resident's consent in case of emergency and as otherwise provided in the Act. If so requested by Landlord, Landlord and Resident shall establish a recurring set day and time for Landlord to enter the Home once per month for the purposes of inspecting the Home to confirm it is in the condition required under this Lease and to perform repairs or services that are the Landlord's obligation; once established, Resident agrees that no further notice or consent shall be required for Landlord to enter the Home on the agreed upon day and time. In all other cases, except in case of emergency or if it is impracticable to do so, Landlord shall give Resident at least 24 hours' notice

13. RESIDENT'S REPRESENTATIONS. Resident affirmatively states and agrees that all of the information provided orally or in writing by Resident to Landlord as part of the application process is true and correct; that all such information has been provided by Resident as an inducement to Landlord to enter into this Agreement; and that Landlord has relied upon all such information in entering into this Agreement. Accordingly, Resident acknowledges and agrees that if any of such information provided by Resident is false, material, and relied upon by Landlord, then such misrepresentation by

Resident constitutes a breach of and material noncompliance by Resident with this Agreement and Landlord may terminate this Agreement based upon such breach and material non-compliance and upon proper notice.

14. RULES AND REGULATIONS. Attached to, or otherwise accompanying, this Agreement, and incorporated by this reference as if fully set forth herein, is a copy of Landlord's Rules and Regulations ("Rules and Regulations"). Resident agrees for her/himself, Resident's family members, and Resident's invitees and guests, to consult, conform to and abide by all Rules and Regulations concerning the use and occupancy of the Premises, including all additions, changes, deletions, or amendments to the Rules and Regulations that Landlord may deem necessary for the protection of the mobile home community, the general comfort and welfare of residents, or the ease and efficiency of the management of the community. Any failure of Resident to observe and comply with such Rules and Regulations shall constitute a breach of, and material noncompliance with, the terms of this Agreement in the same manner as if the Rules and Regulations were contained herein this Agreement, and Landlord shall have the rights and remedies with respect to any such failure and violation of the Rules and Regulations as is provided for under this Agreement and under the law for any breach of this Agreement by Resident, provided however that Landlord otherwise has such rights and remedies under current Iowa law.

15. CANCELLATION OR TERMINATION OF RENTAL AGREEMENT. In addition to Landlord's other remedies provided by law, and without any limitation thereto: (a) If rent, or any part thereof, is unpaid when due, Landlord may terminate this Rental Agreement by providing Resident with a three (3) day notice to cure such default, and may thereafter initiate proceedings for possession if the default is not cured. (b) This Rental Agreement may be terminated by Landlord prior to the end of the term then running if there is a material noncompliance with this Rental Agreement and/or incorporated Rules and Regulations that is not corrected after Landlord provides written notice to Resident specifying the acts and omissions constituting the breach and identifying that the rental agreement will terminate upon a date not less than seven (7) days after service of the notice of the breach is not remedied in seven (7) days. If substantially the same act or omission which contributed a prior noncompliance of which notice was given recurs within six (6) months, Landlord may terminate the rental agreement upon at least seven (7) days' written notice specifying the breach and the date of termination of the Rental Agreement. (c) This Rental Agreement may be terminated by Landlord prior to the end of the term then running if Resident has created or maintained a threat constituting a clear and present danger to the health or safety of other residents, Landlord, Landlord's employee or agent, or other persons on or within one thousand (1,000) feet of Landlord's property, after the service of a single three (3) days' written notice of termination and Notice to Quit stating the specific activity causing the clear and present danger.

16. HOLDOVER. In the event Resident remains in possession of the Premises with the consent of the Landlord after the expiration of the lease term described herein, a new month-to-month tenancy shall be created between Resident and Landlord, which shall be subject to all terms and conditions hereof.

17. MOVE-OUT PROVISIONS. In the event this Agreement terminates for any reason whatsoever, Resident must restore the Home to its condition at the commencement of the Agreement, ordinary wear and tear excepted. In particular, Resident shall ensure appliances, carpet, walls, and fixtures within the Home are left in substantially the same condition and state of cleanliness as when Resident took possession of the Home, ordinary wear and tear excepted. Further, Resident shall remove all personal property and debris from the Home prior to vacating the Home. At the end of the term, Landlord and Resident will schedule a checkout appointment ("Check Out"). At Check Out, Landlord and Resident will inspect the conditions of the Home, and such inspection may be used for purposes of determining what work, if any, is necessary to restore the Home to its condition at the commencement of this Lease, ordinary wear and tear excepted. It is further agreed that any and all work performed by, or on behalf of, Landlord on the Home following Resident's vacation of the Home to return it to its condition at the commencement of this Agreement, ordinary wear and tear excepted, may be performed by a third-party contractor/company or by Landlord, and Resident may be liable for Landlord's actual costs incurred in connection with such work if and as permitted by Iowa law.

18. ABANDONMENT. If Resident is absent from the Home for more than 14 consecutive days without giving notice to Landlord, or if during any absence of 14 or more consecutive days the rent is or becomes delinquent, the Home may be deemed abandoned and Landlord may initiate appropriate legal action to regain possession. If the Home is abandoned during the lease term and personal property remains in the Home, Resident agrees that Landlord may remove such personal

property, provided that such removal is otherwise allowable under Iowa law, and Resident agrees to pay Landlord's reasonable, actual storage charges. Landlord shall in no event be responsible as warehouseman, bailee, or otherwise, and the foregoing remedies shall be deemed additional to any others available to Landlord at law or in equity.

19. SUBORDINATION. This Agreement and all rights of Resident hereunder shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may hereafter affect Landlord's fee title to the Home or the lot on which it sits, and to any modifications, renewals, extensions or replacements of all thereof and to any modifications, renewals, extensions, or replacements of any mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof which may now affect Landlord's fee title to the Home or the lot on which it sits. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Resident shall, upon demand, at any time or times, execute, acknowledge, and deliver to Landlord, any and all instruments that may be requested by Landlord to evidence the subordination of Resident's Agreement and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, security agreement or other instrument in the nature thereof, and each such renewal, modification, consolidation, replacement, and extension.

20. CONDEMNATION. Condemnation of the Premises, or of all or a substantial portion of the mobile home community, shall be sufficient grounds for the termination of this Agreement by Landlord on the date of the taking, provided that such termination is otherwise permitted under the law. Resident shall not receive any portion of any award made for such condemnation, but shall be entitled to any otherwise recoverable damages, if any, under Iowa law.

21. NOTICES. Notices from Resident to Landlord shall be delivered to Landlord at the following address: _____ or as otherwise provided under the law. Notices from Landlord to Resident will be provided pursuant to Iowa law.

22. MECHANIC'S LIENS. Neither Resident nor anyone claiming by, through, or under Resident, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon the Premises or upon any improvements thereon, or upon the leasehold interest of Resident, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alterations, or repairs on the Premises at any time be or become entitled to any lien thereon, and for the security of Landlord, Resident covenants and agrees to give actual notice in advance to any and all contractors and subcontractors who may furnish or agree to furnish any material, service or labor. Failure by Resident to give notice to such contractor or subcontractor shall be deemed a material noncompliance of this Agreement.

23. MISCELLANEOUS PROVISIONS. (a) Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context. (b) If more than one Resident is signatory to this Agreement, they shall be jointly and severally liable for the performance hereof, and each shall be liable for the acts and omissions of the other(s). (c) Headings are for convenience only and are not intended to limit or otherwise restrict the meaning of terms and provisions contained herein. (d) Time is of the essence of this Agreement. (e) This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, and may also be executed by facsimile or by email/pdf transmission, and such signatures shall be binding and deemed original; a copy of this Agreement shall have the same legal effect as the original. (f) This written Agreement, including any addendum attached hereto, constitutes the entire agreement between the Parties with respect to the subject matters hereof.

24. COMPLIANCE WITH LAW; PARTIAL INVALIDITY. (a) Nothing contained in this Agreement or the Rules and Regulations shall be construed as waiving any of Landlord's or Resident's non-waivable rights under the law. (b) In all respects, the terms and provisions of this Agreement and the Rules and Regulations are to be construed to comply with the Uniform Residential Landlord and Tenant Act (Iowa Code Chapter 562A) and the Iowa Manufactured Home Communities and Mobile Home Parks Residential Landlord and Resident Act (Iowa Code Chapter 562B) and all other applicable laws. (c) If any term or provision of this Agreement or the Rules and Regulations is determined to be invalid pursuant to, or in conflict with, the Uniform Residential Landlord and

Tenant Act (Iowa Code Chapter 562A) and/or the Iowa Manufactured Home Communities and Mobile Home Parks Residential Landlord and Resident Act (Iowa Code Chapter 562B) or other applicable law, such invalid or conflicting term or provision shall be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect as though the invalid term or provision was not contained herein, or

in such event, the court may otherwise, pursuant to Iowa Code Chapter 562A, refuse to enforce the Agreement, enforce the remainder of the Agreement without the invalid provision, or limit the application of the invalid provision. (d) Any term of this Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

Acknowledgement by Resident:

Resident acknowledges that Resident has read and understands this Agreement; that Resident was given this Agreement prior to occupancy; and that Resident has received a signed copy of this Agreement.

(Resident's Printed Name)

(Resident's Signature)

(Date)

(Resident's Printed Name)

(Resident's Signature)

(Date)

Agreed to by Landlord:

(Name of Landlord or Authorized Agent)

(Signature)

(Date)

AMENDMENT TO RENTAL AGREEMENT

IT IS AGREED this _____ day of _____, 20____, by and between _____, Landlord and _____ Resident:

That the parties hereto have entered into a Rental Agreement dated _____, 20____, a copy of which is attached hereto as Exhibit "A".

The parties desire to enter into a new agreement modifying and supplementing the provision of said Rental Agreement.

In consideration of the mutual covenants contained herein, the parties agree as follows:

Paragraph 2 of the attached Rental Agreement entered into between the Landlord and Resident shall be modified effective _____, 20____, as follows:

2. RENT. The Resident shall pay rent for said term as follows: \$_____per month, in advance. If the term hereof commences on the first day of the month, a full monthly rent payment is due herewith; if not, the rent payment for any initial, partial month of possession, is due pro rata herewith in the amount of \$_____; and a full payment thereafter is to be paid each month in advance, on the first day of each month during the term of this Rental Agreement. Any proration of rent for an initial, partial month, and the corresponding proration of the last, partial month, shall be on a per diem basis according to actual days of possession.

All provisions of the attached Rental Agreement are incorporated herein and are hereby modified or supplemented to conform herewith, but in all other respects are to be and shall continue in full force.

Executed in duplicate this _____ day of _____, 20-_____, each of which shall be considered original.

RESIDENT

RESIDENT

LANDLORD

ACKNOWLEDGEMENT

I acknowledge that I have received a signed copy of this Amendment to Rental Agreement.

RESIDENT'S SIGNATURE

DATE

RESIDENT'S SIGNATURE

DATE

**ACKNOWLEDGEMENT OF OFFER
OF WRITTEN RENTAL AGREEMENT
(to be retained by Landlord)**

I have been offered the opportunity to sign a written rental agreement, but have decided to enter into an oral lease agreement in lieu thereof.

_____, Resident

_____, Resident

RULES AND REGULATIONS

COMPLIANCE WITH RENTAL AGREEMENT:

1. The Resident must comply with all terms and conditions of the written Rental Agreement or oral lease entered into with the mobile home/manufactured housing community owner(s) or manager(s).
2. Rent shall be paid in advance on or before the first day of each month.
3. The Resident shall personally occupy the Resident's mobile home/manufactured house only as a dwelling unit and may not rent the mobile home/manufactured house to another unless prior written consent is obtained from the community management.
4. Residents must comply with the following requirements designed to standardize methods of utility connection hook-up:

IMPROVEMENTS:

5. A Resident may, with the consent of the Landlord, make improvements. Upon termination of the Rental Agreement or oral lease, the Resident must leave the mobile home/manufactured housing space, and if also rented, the mobile home/manufactured house, in substantially the same or better condition than existed upon taking possession, ordinary wear and tear excepted.
6. No fence may be erected without prior approval of management. Resident shall not drive any posts or do any digging without prior approval of the management. All awnings, carports, steps, porches, storage sheds, garages or other exterior improvements must be approved by the management. Resident is responsible for checking with the city before constructing any such improvements as a building permit may be required.
7. Any state or local taxes that management is compelled to collect on each mobile home or home site by reason of improvements by the Resident will be collected by management and remitted to the proper taxing authorities. Such charges shall be deemed additional rent.

RESIDENT'S DUTY TO MAINTAIN:

8. A Resident shall (a) maintain his or her mobile home/manufactured housing space, and if also rented, the mobile/manufactured home, in as good a condition as when the Resident took possession; (b) comply with all obligations primarily imposed upon Residents by applicable provisions of city, county and state codes materially affecting health and safety; (c) keep that part of the manufactured housing community that the Resident occupies and uses reasonably clean and safe; (d) dispose of all rubbish, garbage and other waste from the Resident's mobile home/manufactured housing space in a clean and safe manner; (e) not deliberately or negligently destroy, deface, damage, impair or remove any part of the mobile home/manufactured housing community or knowingly permit any person to do so; and (f) conduct himself or herself and require other persons in the mobile home/manufactured housing community with his or her

consent to conduct themselves in a manner that will not disturb the Resident's neighbors' peaceful enjoyment of the mobile home/manufactured housing community.

LANDLORD'S RIGHT OF ACCESS AND REPAIR:

9. The Landlord shall have the right to enter any mobile home/manufactured house in the community at any time if such access is necessary to prevent damage to a mobile home/manufactured housing space or is in response to an emergency situation.
10. The Landlord shall have the right to enter a mobile home/manufactured house leased by the Resident from the Landlord to make reasonable inspections of the mobile home/manufactured house, make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the mobile/manufactured home to prospective or actual purchasers, mortgagees, residents, workers, or contractors. The Landlord shall give the Resident at least twenty-four hours' notice, unless there is an emergency or it's impracticable to give notice. The Landlord shall enter the Resident's home only at reasonable times.
11. Management shall have the right to inspect periodically all common areas of the mobile home/manufactured housing community for evidence of illegal drug activity. In addition, management may maintain a record of all suspicious activity suggesting the presence of illegal drugs. If the Resident observes any of the following items, he or she must promptly report it to management.
 - a. Unusual odors;
 - b. Persons who appear to be under the influence of drugs;
 - c. Pipes for smoking drugs;
 - d. Scales for weighing drugs;
 - e. Other drug paraphernalia;
 - f. What appears to be illegal drugs; and/or
 - g. Other suspicious activity that suggests illegal drugs are being used, stored, purchased, sold or delivered on the premises.

If deemed appropriate, suspicious activity will be reported to the local police, state law enforcement authorities, and the Federal Drug Enforcement Agency.

MISCELLANEOUS:

12. All mobile homes/manufactured houses shall be equipped with adequate tie-downs.
13. In the event Resident desires to sell Resident's mobile home/manufactured house without removal of the mobile home/manufactured house from the Premises by the proposed purchaser, Resident shall make such sale subject to the Landlord's approval of the purchaser as a new resident of the park, which shall not be unreasonably withheld, and the proposed purchaser shall make appropriate application to Landlord and enter into a new Rental Agreement of the home site before such sale shall become binding. Per the Iowa Code, in the event of a sale to a third party, in order to maintain the quality of the mobile home/manufactured housing community, the Landlord may require that any mobile home/manufactured house in a run-down condition or in disrepair be removed from the community within sixty (60) days.
14. Upon termination of the lease period, the Resident shall provide the Landlord with a mailing address or instructions as to how the Resident can be reached. Within thirty (30) days of such

termination and delivery of the mailing address or instructions, the Landlord will return the Resident's rental deposit or a written statement of reasons for withholding said rental deposit or any portion thereof. If no mailing address or instructions are provided to the Landlord within one year of the termination of the tenancy, the rental deposit shall become the property of the Landlord.

15. Resident shall notify Landlord of any change in the information contained in the Application for Rental Agreement or any Registration within ten (10) days of any change.

OPTIONAL REGULATIONS: (Delete rules and regulations which are not applicable.)

16. Residents shall conserve water, especially when washing cars and watering lawns. Lawns shall not be over-watered and cars should be washed by bucket only. Excessive water usage may result in an increase of rental rates.
17. In addition, no peddling, soliciting or commercial enterprise is allowed in the community without the written consent of the Landlord. "Commercial enterprise," among other things, is defined to mean babysitting for individuals other than registered community Residents on a regular basis.
18. Window air conditioners are permitted in the mobile homes/manufactured houses. However, such units may not be installed in the front ("street") side of the home. Placement must be approved in advance by management.
19. No laundry may be hung outside except on umbrella-type lines to be located at the rear of the lot.
20. All homes must be skirted within thirty (30) days of entry (weather permitting) using only materials approved by the Landlord. Hitches are to be removed or concealed.
21. It is the responsibility of each Resident to keep his or her lawn trimmed and his or her lot free from trash and litter. All toys and miscellaneous items must be kept out of the front yards at all times, except when in actual use.
22. Boats and travel trailers must be parked in designated areas. Travel trailers may be parked next to mobile homes/manufactured houses for loading and unloading only.
23. There shall be no motorcycles, motorbikes, minibikes, mopeds or snowmobiles allowed in the community except for entrance and exit from a Resident's mobile home/manufactured house space.
24. No repairing or mechanical work is permitted in the community. Motor vehicles not able to run on their own power will not be allowed in the community beyond a reasonable time period. After a reasonable time period, such cars may be towed away at the owner's expense and as permitted by law
25. Residents are not permitted to park overnight in the street. Off-street parking for _____ (insert number) vehicles is provided for each mobile home/manufactured housing site. Residents shall use their own driveways only. Under no circumstances will parking be permitted on lawns.

26. Garbage will be collected at regular intervals. Trash receptacles are to be kept at the rear of the home. Burning of trash or leaves is not permitted.
27. Resident agrees not to use said premises for any purpose deemed hazardous by insurance companies carrying insurance thereon.
28. No BB guns, air rifles, pellet guns or arrows are to be shot within or toward the mobile home/manufactured housing community.
29. Residents who lease mobile homes/manufactured houses from the mobile home/manufactured housing community shall not (a) use adhesive-type hangers on the walls of the mobile home/manufactured house; (b) install hanging plants, hanging lamps or additional light fixtures on ceilings or walls without written consent of the Landlord; or (c) install additional shades or curtain rods without written consent of the Landlord.
30. The Landlord will keep the main sewer and water trunk lines open and running free at all times. All lines must be properly protected by Resident during winter months, and no running water to prevent freezing of pipes will be allowed.
31. Each Resident must have a storage shed within ninety (90) days of the purchase of his or her home. The shed must be placed in the rear of the home and _____
(_____) feet away from the home.

Acknowledgement by Resident:

Resident acknowledges that Resident has read and understands these Rules and Regulations; that Resident was given these Rules and Regulations prior to occupancy; and that Resident has received a signed copy of these Rules and Regulations.

(Resident's Printed Name)

(Resident's Signature)

(Date)

(Resident's Printed Name)

(Resident's Signature)

(Date)

AFFIDAVIT OF MOBILE HOME / MANUFACTURED HOUSE OWNER

RE: Conversion of mobile home / manufactured housing to real property

STATE OF IOWA)
) SS:
COUNTY OF _____)

The undersigned, being first duly sworn on oath depose (s) and state (s) that said person(s) is (are) the owner(s) of the mobile home / manufactured house, V. I. N _____, and that said person (s) wishes to convert said mobile home / manufactured house to real property pursuant to Chapter 435 of the Iowa Code.

The undersigned has fully complied with the requirements of Iowa law regarding conversion of a mobile/manufactured home to real property by attaching it to a permanent foundation, modifying the vehicular frame for placement on a permanent foundation, and (check one):

_____By tendering to all parties having a security interest in said mobile home/ manufactured home a mortgage on the real estate upon which the mobile home / manufactured home is located in the unpaid amount of secured debt and with the same or a higher priority as the party’s present security interest, a copy of which mortgage (s) as recorded is (are) attached hereto.

_____ By obtaining written consent to the conversion from all parties having a security interest in said mobile home / manufactured house, which consent(s) is (are) attached hereto.

The real estate upon which said mobile home / manufactured house is located upon its conversion to real property is described as follows:

MOBILE HOME/MANUFACTURED HOUSING OWNER(S)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public in and for said
County and State

Explanation: This form is to be completed and signed by the mobile home / manufactured housing owner (s) wishing to convert a mobile home / manufactured house to real estate under Iowa law, and filed with the City or County Assessor, as the case may be, along with either a copy of all recorded mortgages which are being substituted for a surrendered title certificate for collateral security; or a copy of consent affidavits signed by all secured creditors if the title certificate is not being surrendered in exchange for a mortgage. See Iowa Code Section 435.26.

CONSENT AFFIDAVIT OF SECURED PARTY

RE: Conversion of mobile home / manufactured house to real property.

STATE OF IOWA)
) SS:
COUNTY OF _____)

The undersigned, being first duly sworn on oath deposes and states that the undersigned has a security interest in the mobile home / manufactured housing, V.I.N. _____, which is being converted to real property pursuant to Chapter 435 of the Iowa Code, and which is located on the real estate described as follows:

The undersigned hereby consents to the conversion of the mobile/manufactured home to real property, with the understanding that the undersigned is duly noted thereon.

Subscribed and sworn to before me this ____ day of _____, 20__.

NOTARY PUBLIC in and for
Said County and State

Explanation: This form is to be completed and signed by a secured creditor in a mobile home / manufactured house being converted to real estate, and should accompany the Affidavit of Mobile Home / Manufactured Housing Owner when it is filed with the City or County Assessor, as the case may be, in each case where the title certificate for the mobile home / manufactured house is not being surrendered. See Iowa Code Section 435.26.

CONSENT AFFIDAVIT OF SECURED PARTY

Re: Reconversion to mobile/ manufactured home.

STATE OF IOWA)
)
COUNTY OF _____)

The undersigned, being first duly sworn on oath deposes and states that the undersigned holds a security interest in the former mobile/manufactured home, V. I. N. _____, which was converted to real property pursuant to Chapter 435 of the Iowa Code, and which is located on the real estate described as follows:

The undersigned hereby consents to the reconversion of the former mobile/manufactured home to its original status as a mobile/ manufactured home.

If, upon conversion to real estate, the title certificate to said mobile/manufactured home was not surrendered, said title certificate is currently in the possession (check one):

_____ of the undersigned, and is intact
_____ of a senior secured party

Subscribed and sworn to before me this ____ day of _____, 20__.

NOTARY PUBLIC in and for
Said County and State

Explanation: This form is to be completed and signed by each secured creditor of a mobile/manufactured home being reconverted from real estate to its original status as a mobile/manufactured home. It should be provided to the City or County Assessor, as the case may be, when the owner of the mobile/manufactured home notifies the Assessor of the reconversion. See Iowa Code Sections 435.27.

NOTICE OF TITLED VEHICLE STATUS

STATE OF IOWA)
) **SS:**
COUNTY OF _____)

Notice is hereby given that the mobile home / manufactured home, V. I. N. _____,
now located on the real estate legally described as follows:

is a titled vehicle, a security interest in which is perfected by notation on the certificate of title.
_____ (the "Debtor") has granted to _____ (the
"Creditor") a security interest on the above-described mobile home / manufactured house in accordance
with Iowa law, which security interest is noted on the certificate of title.

DEBTOR

CREDITOR

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 20__.

NOTARY PUBLIC in and for
The State of Iowa

Explanation: This form may be filed with the County Recorder to clarify the status of a mobile home /
manufactured house that is affixed to real estate but has not been converted to real estate pursuant to
Iowa Code 435.26. Filing of this form is not required by law, but will give notice of an existing security
interest in the mobile home / manufactured house and put other creditors on notice that additional
security interests in the mobile home / manufactured house may be perfected only by having a notation
on the vehicular title.

AFFIDAVIT AND PROOF OF SERVICE

Name of Landlord:	Name of all Residents and Persons Served:
Case No.:	Name of Court / County:

I, _____, being first duly sworn or affirmed, hereby state and certify that on the below date, I effectuated service of the below identified notice/document on the below recipients in the manner described below:

Document(s) Served:
(Documents are attached) _____

Recipient(s) Served:
(For each, list name & address of service)

Date & Time of Service: _____

- Manner of Service:**
- Private Process Server:** *Proof of Service attached.*
 - Hand-Delivery Evidenced by Acknowledgement:** *Recipient-signed & dated notice attached.*
 - Via (1) Regular Mail, (2) Certified Mail, and (3) Posted on Primary Entrance Door of Leased Premises:** *Certified mail receipt attached.*

All attached documents are hereby incorporated by this reference as if fully set forth herein.

Name: _____

STATE OF IOWA, _____ COUNTY: ss
Subscribed and sworn to before me the date of: _____.

Notary Public in and for said State

PROCEDURES RELATING TO ILLEGAL DRUGS

Background check

- 1) Revise Application forms to include inquiry about drug related convictions or arrests.
- 2) Always verify employment and financial information.
- 3) Ask previous two landlords, if any, about suspicious activity, in addition to the usual creditworthiness inquiries.
- 4) Check with local police department to verify information regarding arrests and convictions.
- 5) Keep records of the foregoing with the application.

Leases, Rules and Regulations

Revise them so as to:

1. Stress to the prospective Resident that drug use and drug dealing will not be tolerated.
2. Encourage prospective Residents to report any suspicious activity.

Verification

1. Give the Resident Manager a copy of the common characteristics of drug dealing attached hereto.
2. Have the Resident Manager maintain a record of all suspicious activity reported by others or observed by the Resident Manager (in addition to the common characteristics, make a record of any persons who appear to be under the influence of illegal drugs or actual illegal drugs observed).
3. Have the Resident Manager make periodic inspections of common areas (at least once a month) for suspicious activity and maintain a record of inspections.
4. Have the Resident Manager promptly contact the local police department, the state law enforcement authorities, and the federal Drug Enforcement Agency (DEA) if:
 - a) significant amount of suspicious activity related to a particular resident is recorded or
 - b) illegal drugs are observed by the Resident Manager or another person.

Make sure to report to the police and the DEA all facts reported or observed. The point at which the amount of suspicious activity warrants contacting the authorities will depend upon the circumstances. Payment of rent in cash is, by itself, probably not sufficient. If the Resident Manager can positively identify the odor coming from a particular residence as marijuana, then that probably is sufficient. In each case, the Landlord and Resident Manager will have to use their best judgment based upon facts.

5. Have the Resident Manager immediately notify the Landlord if the authorities are contacted, and periodically provide Landlord with a complete copy of the records regarding suspicious activity for the preceding period.
6. Maintain a record of all contacts made to law enforcement agencies.
7. Stress to the Resident Manager that failure to follow these guidelines shall be grounds for termination.

Lease Termination

1. If illegal drugs are observed by the Resident Manager or any other agent or employee of Landlord, then the tenancy should be terminated as soon as legally possible. Iowa Code 562B.25A (applicable if the Resident owns his or her mobile home / manufactured house) and Iowa Code 562A.27A (applicable if the Resident rents his or her mobile home / manufactured house) provide that the Landlord may serve upon the Resident a single Notice of Termination and Notice to Quit if the Resident or a person on the premises with the Resident's consent are in possession of a controlled substance not 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 or if the Resident commits any of other acts constituting a clear and present danger to health or safety.
2. The Notice of Termination and Notice to Quit terminates the Resident's Rental Agreement effective three (3) days from the date of service and demands that the Resident vacate and surrender possession of the premises within three (3) days of the date of service.
3. Should the Resident fail to surrender possession of the premises within three (3) days of the date of service of the notice of Termination and Notice to Quit, then proceed promptly with eviction of the Resident.
4. It should be noted, however, that the Landlord does not possess a right to terminate a tenancy pursuant to Iowa Code 562B.25A or Iowa Code 562A.27A upon the observation of illegal drugs if the illegal drug activity is being conducted on the premises by a person other than the Resident and the Resident furnishes written proof to the Landlord that he or she either:
 - a) sought a protective order, restraining order, order to vacate the homestead or other similar relief pursuant to Iowa Code Chapter 236, 598 or 910A, or any other applicable provision which would apply to the person conducting the illegal drug activity or;
 - b) reported the illegal drug activity to a law enforcement agency or the county attorney in an effort to initiate a criminal action against the person conducting the illegal drug activity; or
 - c) wrote a letter to the person conducting the illegal drug activity 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 Resident sends a copy of the letter to a law enforcement agency whose jurisdiction includes the premises. If the Resident has previously written a letter to the person as provided in this paragraph, without taking an action specified in "a" or "b" or filing a trespass or other action, and the person to whom the letter was sent conducts further illegal drug activities, the Resident must take one of the actions specified in "a" or "b" to be exempt from eviction proceedings.

Note: Proof that the Resident has done a), b), or c) as applicable, must be provided to the landlord prior to commencement of the eviction proceedings (FED).

5. Remember to contact law enforcement authorities promptly upon each observance of illegal drugs.

Employees and Agents

1. If you have an employee handbook or contract, it should state that the employee must report any suspicious activity relating to illegal drugs. The Resident Manager must be instructed to follow the outlined procedures. Failure to comply should be grounds for termination of employment.
2. Any independent contractor agreements should contain provisions regarding observance and reporting suspicious activities.

COMMON CHARACTERISTICS AND OBSERVATIONS RELATING TO RESIDENTIAL DRUG TRAFFICKING

1. A high volume of foot and/or vehicle traffic to and from a residence at late or unusual hours.
2. Periodic visitors who stay at the residence for very brief periods of time.
3. Alterations of the property by the residents, including the following:
 - a. Covering windows and patio doors with materials
 - b. Barricading windows or doors;
 - c. Placing dead bolt locks on interior doors; and
 - d. Disconnecting fire alarms.
4. Consistent payment of rent and security deposits with U. S. Currency, especially small denominations of cash. (Large amounts of 20 dollar bills are commonly seized from drug dealers.)
5. The presence of drug paraphernalia in or around the residence, including, but not limited to, glass pipes, syringes, propane torches, paper or tinfoil bundles, folded shiny-slick paper (snow seals), large quantities of plastic baggies, scales, money wrappers, and small glass vials.
6. The presence of unusual odors coming from the interior of the residence, especially the odor of pungent chemical substances and/or burning materials.
7. The presence of firearms (other than sporting firearms) including fully automatic weapons, assault weapons, sawed off shotguns, machine pistols, handguns, and related ammunition and holsters.
8. The presence of resident's possessions and furnishings which are inconsistent with the known income level of the resident. This would include, but is not limited to, the following:
 - a. New and/or expensive vehicles
 - b. Expensive jewelry and clothing; and
 - c. Expensive household furnishings, stereo systems, and other large entertainment systems.
9. Residents who are overtly nervous and apprehensive about the landlord visiting the residence.

NOTICE OF TERMINATION OF TENANCY AND NOTICE TO QUIT

(On Basis of Clear and Present Danger)

From: _____ ("Landlord")

To: _____ ("Resident" or "you")

And All Persons Holding Under You Or In Possession of the Property.

Pursuant to Iowa Code § 562A.27A and/or § 562B.25A, you are hereby notified that your lease is terminated as of the three (3) days after the service¹ of this Notice (the "Termination Date"), and it is demanded that you vacate and surrender possession of the property located at the below address (the "Property") on or before the Termination Date.

This Notice of Termination and Notice to Quit is being given to you for the reason that you or persons on the premises with your consent have 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 (1,000) feet of the Landlord's Property. This clear and present danger includes, but is not limited to, the following activities (*see also footnote 2*): (Check all that apply and otherwise describe in detail)

_____ Physical assault or the threat of physical assault.

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

_____ Possession of a controlled substance not obtained directly from or pursuant to a valid prescriptive or order by a licensed medical practitioner while acting in the course of the practitioner professional practice by you or a person on the premises with your consent and knowledge.

_____ Other: _____

Further Description of Activities: _____

¹If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

If you remain in the Property after the Termination Date, the Landlord may seek to enforce the termination by bringing a judicial action, at which time you may present a defense. Also, further information is provided at footnote 2 regarding certain exemption provisions available to tenants under Iowa law.²

Note: If you have also been served a Three-Day Notice to Cure for Non-Payment of Rent, please be advised that curing that Notice will not cure this Notice.

THIS WRITTEN NOTICE WILL REMAIN IN FORCE UNLESS EXPRESSLY WITHDRAWN IN WRITING. YOU MAY NOT RELY ON ANY VERBAL COMMUNICATIONS CONCERNING IT. PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

Dated: _____

Landlord: _____

By (Sign): _____

Print Name: _____

Print Title: _____

Notice was served by the following method:

- Via Private Process Server (See Proof of Service for service date)
- Via Hand-Delivery Evidenced by Acknowledgement (Resident must acknowledge receipt by signing & dating notice)
- Via (1) US Mail, (2) Certified Mail, and (3) Posted on Front Door, on the following date: _____

NOTICE TO CURE FOR NON PAYMENT OF RENT

² Iowa Code § 562A.27A and/or § 562B.25A do not apply to a tenant if the activities causing the clear and present danger 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: (1) The tenant seeks a protective order, restraining order, order to vacate the homestead, or other similar relief pursuant to chapter 235F, 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; (2) 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; or, (3) 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 subparagraph, without taking an action specified in subparagraph (1) or (2) 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 subparagraph (1) or (2) 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) above.

NOTICE TO CURE FOR NON-PAYMENT OF RENT

From: _____ (“Landlord”)

To: _____ (“Resident” or “you”)

And All Persons Holding Under You Or In Possession of the Property.

Pursuant to Iowa Code § 562A.27 and/or § 562B.25 and your Rental Agreement, you are hereby notified that you have failed to pay rent due in the amount of \$_____ for the month of _____, 20____ for the lease of the property (“Property”) located at:

You must pay Landlord the above-noted rental amount within three (3) days from the service³ of this Notice, or otherwise, your Rental Agreement for the lease of the Property will terminate at that time. If you remain in possession of the Property on or subsequent to the termination date, Landlord may enforce the termination by instituting legal action against you and each of you.

THIS WRITTEN NOTICE WILL REMAIN IN FORCE UNLESS EXPRESSLY WITHDRAWN IN WRITING. YOU MAY NOT RELY ON ANY VERBAL COMMUNICATIONS CONCERNING IT. PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

Dated: _____

Landlord: _____

By (Sign): _____

Print Name: _____

Print Title: _____

Notice was served by the following method:

- Via Private Process Server (See Proof of Service for service date)
- Via Hand-Delivery Evidenced by Acknowledgement (Resident must acknowledge receipt by signing & dating notice)
- Via (1) US Mail, (2) Certified Mail, and (3) Posted on Front Door, on the following date: _____

³If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

NOTICE OF NON-COMPLIANCE WITH RENTAL AGREEMENT

From: _____ (“Landlord”)

To: _____ (“Resident” or “you”)

And All Persons Holding Under You Or In Possession of the Property.

Pursuant to Iowa Code § 562B.25, you are hereby notified that you have violated the terms of, and are otherwise in material noncompliance with, your Rental Agreement with Landlord. Specifically, Landlord states you are in material noncompliance with the Rental Agreement in the following ways:

- (1) _____
- (2) _____
- (3) _____

If you fail to remedy the material noncompliance by correcting the matters set forth above within fourteen (14) days from the service⁴ of this Notice, then your Rental Agreement for the lease of the property (“Property”) located at:

shall terminate thirty (30) days after service of this Notice (*see footnote 1*). If you remain in possession of the Property on or subsequent to the termination date, Landlord may enforce the termination by instituting legal action against each of you.

Note: If you have also been served a Three-Day Notice of Non-Payment of Rent, please be advised that curing under one Notice will not cure your default under any other Notice.

THIS WRITTEN NOTICE WILL REMAIN IN FORCE UNLESS EXPRESSLY WITHDRAWN IN WRITING. YOU MAY NOT RELY ON ANY VERBAL COMMUNICATIONS CONCERNING IT. PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

Dated: _____

Landlord: _____

By (Sign): _____

Print Name: _____

Print Title: _____

Notice was served by the following method:

- Via Private Process Server (*See Proof of Service for service date*)
- Via Hand-Delivery Evidenced by Acknowledgement (*Resident must acknowledge receipt by signing & dating notice*)
- Via (1) US Mail, (2) Certified Mail, and (3) Posted on Front Door, on the following date: _____

⁴If this Notice was served by certified mail, regular mail, and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

NOTICE OF TERMINATION OF RENTAL AGREEMENT DUE TO MATERIAL NON-COMPLIANCE
(SECOND NOTICE OF SAME VIOLATION WITHIN 6-MONTH PERIOD)

From: _____ (“Landlord”)

To: _____ (“Resident” or “you”)

And All Persons Holding Under You Or In Possession of the Property.

Pursuant to Iowa Code § 562B.25(1), you are hereby notified that in fourteen (14) days from the service⁵ of this Notice, your Rental Agreement *will terminate, with no opportunity to cure*, due to the below material noncompliance(s) with your Rental Agreement:

This is your *second* notice for substantially the same violations within a six-month period, and therefore, pursuant to Iowa Code section 562B.25(1), the Landlord is entitled to, and will terminate, your Rental Agreement in fourteen (14) days from the service of this Notice (see footnote 1). See Iowa Code section 562A.27(1) (providing that “[i]f substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least fourteen days' written notice”).

Therefore, as of fourteen (14) days from the service of this Notice (see footnote 1), your Rental Agreement for the lease of property (“Property”) at:

_____ will terminate at that time. If you remain in possession of the Property on or subsequent to the termination date, Landlord may enforce the termination by instituting legal action against you and each of you.

Note: If you have also been served a Three-Day Notice of Non-Payment of Rent, please be advised that curing under one Notice will not cure your default under any other Notice.

THIS WRITTEN NOTICE WILL REMAIN IN FORCE UNLESS EXPRESSLY WITHDRAWN IN WRITING. YOU MAY NOT RELY ON ANY VERBAL COMMUNICATIONS CONCERNING IT. PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

Dated: _____

Landlord: _____

By (Sign): _____

Print Name: _____

Print Title: _____

Notice was served by the following method:

- Via Private Process Server (See Proof of Service for service date)
- Via Hand-Delivery Evidenced by Acknowledgement (Resident must acknowledge receipt by signing & dating notice)
- Via (1) US Mail, (2) Certified Mail, and (3) Posted on Front Door, on the following date: _____

⁵If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

3-DAY NOTICE TO QUIT

From: _____ (“Landlord”)

To: _____ (“Resident” or “you”)

And All Persons Holding Under You Or In Possession of the Property.

Each of you are hereby notified that Landlord now demands that you vacate and surrender to Landlord within three (3) days from the service⁶ of this Notice, the possession of the property located at the address of: _____ (“Property”) for the reason that your right of possession of the Property has been terminated.

If you fail to comply with this notice in a timely manner, legal proceedings may be initiated.

THIS WRITTEN NOTICE WILL REMAIN IN FORCE UNLESS EXPRESSLY WITHDRAWN IN WRITING. YOU MAY NOT RELY ON ANY VERBAL COMMUNICATIONS CONCERNING IT. PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

Dated: _____

Landlord: _____

By (Sign): _____

Print Name: _____

Print Title: _____

Notice was served by the following method:

- Via Private Process Server (See Proof of Service for service date)
- Via Hand-Delivery Evidenced by Acknowledgement (Resident must acknowledge receipt by signing & dating notice)
- Via (1) US Mail, (2) Certified Mail, and (3) Posted on Front Door, on the following date: _____

⁶If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

NOTICE OF LEASE NONRENEWAL AND CANCELLATION
(30 DAYS' NOTICE)

From: _____ (“Landlord”)

To: _____ (“Resident” or “you”)

And All Persons Holding Under You Or In Possession of the Property.

Pursuant to Iowa Code § 562A.34, notice is hereby given that your existing Rental Agreement and your tenancy regarding the property (“Property”) located at:

will not be renewed, is cancelled, and shall terminate as of _____ (insert date that is at least 30 days after the date of service⁷ of this notice and at or after the end of the term of the Rental Agreement).

Please make arrangements to vacate the Property in a timely fashion.

Note: If you have also been served a Three-Day Notice of Non-Payment of Rent, please be advised that curing under one Notice will not cure your default under any other Notice.

THIS WRITTEN NOTICE WILL REMAIN IN FORCE UNLESS EXPRESSLY WITHDRAWN IN WRITING. YOU MAY NOT RELY ON ANY VERBAL COMMUNICATIONS CONCERNING IT. PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

Dated: _____

Landlord: _____

By (Sign): _____

Print Name: _____

Print Title: _____

Notice was served by the following method:

- Via Private Process Server (See Proof of Service for service date)
- Via Hand-Delivery Evidenced by Acknowledgement (Resident must acknowledge receipt by signing & dating notice)
- Via (1) US Mail, (2) Certified Mail, and (3) Posted on Front Door, on the following date: _____

⁷ If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

NOTICE OF LEASE NONRENEWAL AND CANCELLATION
(60 DAYS' NOTICE)

From: _____ ("Landlord")

To: _____ ("Resident" or "you")

And All Persons Holding Under You Or In Possession of the Property.

Pursuant to Iowa Code § 562B.10, notice is hereby given that your existing Rental Agreement and your tenancy regarding the property ("Property") located at:

will not be renewed, is cancelled, and shall terminate as of _____ (*insert date that is at least 60 days after the date of service⁸ of this notice and at or after the end of the term of the Rental Agreement*).⁹

Please make arrangements to vacate the Property in a timely fashion.

Note: If you have also been served a Three-Day Notice of Non-Payment of Rent, please be advised that curing under one Notice will not cure your default under any other Notice.

THIS WRITTEN NOTICE WILL REMAIN IN FORCE UNLESS EXPRESSLY WITHDRAWN IN WRITING. YOU MAY NOT RELY ON ANY VERBAL COMMUNICATIONS CONCERNING IT. PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.

Dated: _____

Landlord: _____

By (Sign): _____

Print Name: _____

Print Title: _____

Notice was served by the following method:

- Via Private Process Server (*See Proof of Service for service date*)
 Via Hand-Delivery Evidenced by Acknowledgement (*Resident must acknowledge receipt by signing & dating notice*)
 Via (1) US Mail, (2) Certified Mail, and (3) Posted on Front Door, on the following date: _____

⁸ If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

⁹ If the date of termination set forth in the blank provided above is less than 60 days after the date of service of this notice, then the date of termination shall be considered to be on the 60th day.

NOTICE REGARDING RETENTION OF SECURITY/RENTAL DEPOSIT

From: _____ (“Landlord”)

To: _____ (“Resident” or “you”)

Pursuant to Iowa Code §562A.12 and §562B.13, you are hereby notified that Landlord is withholding some or all of the rental/security deposit of the Resident. The amount being withheld and reasons for withholding of the rental deposit are as follows:

Amount Withheld by Landlord: _____

Amount Being Returned to Resident: _____

Reasons for Withholding:

_____ To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.

_____ To restore the leased dwelling unit and/or leased manufactured/mobile home space (as applicable) to its condition at the commencement of the tenancy, ordinary wear and tear excepted. The specific nature of the damages is as follows, or is set forth on the attachments:

_____ Per Iowa Code §562A.12 (for rental homes), to recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of such noncompliance pursuant to this chapter, or per Iowa Code §562B.13, to remove store, and dispose of a manufactured or mobile home if it is abandoned as defined in section 562B.27.

This written notice will remain in force unless expressly withdrawn in writing. You may not rely on any verbal communications concerning it.

Dated: _____

Landlord: _____

By (Sign): _____

Print Name: _____

Print Title: _____

NOTICE OF APPLICABILITY OF TRAFFIC LAWS AND AUTHORITY TO ENFORCE

FROM: _____(Private Real Property Owner)

TO: _____ (City Clerk, Chief of Police or County Sheriff, and County Recorder)

I, _____ (owner of real property), am the owner of real property located at _____, and legally described as follows:

_____.

This notice is given pursuant to Iowa Code Section 321.251 (2) and is intended to serve as notice to the above-named parties and the public that I hereby desire the traffic laws and ordinances applicable to _____ (City), _____ (County), Iowa, to extend to the above-described real property and any persons or entities located thereon. I further desire and expressly grant any peace officer of said city and county authority to enter upon my property and enforce the said laws and ordinances against any persons or entities located thereon, as well as any private regulations imposed pursuant to Iowa Code 321.251 (1) which may be more restrictive than the laws imposed by the state, county or municipality. This notice should be deemed in effect as of _____ a.m. / p.m. on the ___ day of _____, 20__.

This Notice will remain in force unless expressly withdrawn in writing. If written notice of withdrawal is provided, the grant of authority contained herein shall not expire until fourteen (14) days after filing of the notice of withdrawal with the City Clerk and Chief of Police of any city in which the property is located in whole or part, and the county Sheriff and Recorder of any county in which the property is located in whole or part.

Dated this ___ day of _____, 20__.

By: _____
Private Real Property Owner

STATE OF _____ }
) SS:
COUNTY OF _____)

On this ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, to me personally known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he (she) executed the same as his (her) voluntary act and deed.

Notary Public in and for said County and State

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN**

(Owner)

AND

(Contractor)

This contract is made as of _____, 20____, between _____,
(owners name) of _____, (City) _____, (County)
_____, (State) referred to as Owner, and _____, (Contractor's Name) of
_____, (City) _____, (County), _____, (State) referred to as
Contractor.

RECITALS

1. Owner owns and operates a _____ business at the location set forth above,
and Owner desires to have certain work hereinafer described performed at Owner's place of business
unless otherwise specified by Owner.
2. Contractor agrees to perform such work for Owner under the terms and conditions set forth in this
Agreement.

In consideration of the mutual promises set forth herein, it is agreed by and between Owner and
Contractor.

**SECTION 1
DESCRIPTION OF WORK**

The work performed by contractor includes all services generally performed by Contractor in
Contractor's usual line of business, including, but not limited to, the following: (description of work to
be performed and any performance schedule or completion deadline)

Owner will pay Contractor for the work to be performed under this Agreement, according to the following arrangement (check one):

A lump sum of \$ _____, due and payable in full upon satisfactory completion of the work herein specified.

Hourly at the rate of \$ _____ per hour due and payable _____.

Time and materials at the rate of _____ per hour and the actual cost of material after all discounts and without kickbacks or commissions, due and payable _____.

Other (specify) _____

SECTION III
RELATIONSHIP OF PARTIES

The parties to this Agreement intend that the relationship between them created by this Agreement is that of employer-independent contractor. No agent, employee or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, or subcontractor or Owner. Owner is interested only in the results obtained pursuant to this Agreement. The manner and means of conducting the work are under the sole control of Contractor. The Owner does not provide any personal insurance coverage, including, but not limited to, unemployment benefits for Contractor or the employees, agents, or subcontractors of Contractor. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, and subcontractors during the performance of this Agreement.

SECTION IV
MATERIALS, EQUIPMENT, LABOR

Contractor may, from time to time, furnish qualified and experienced workers to assist in the aforementioned duties and services. Contractor shall at all times enforce strict discipline and order among such workers and shall cause such workers to observe all reasonable safety rules and regulations at the site of work. Persons hired by Contractor shall at all times be and remain Contractor's employees or subcontractors.

SECTION V
LIABILITY

The work to be performed under this Agreement will be performed entirely at Contractor's risk. The Contractor assumes all responsibility for the condition of tools, materials, equipment, and supplies used in the performance of this Agreement other than any materials or equipment that may be provided by Owner. Contractor will provide such public liability insurance and other insurance as Owner may require or prudent business practices would dictate, and will provide reasonable proof thereof to Owner from time-to-time upon request.

SECTION VI
PERFORMANCE STANDARDS

The work to be completed pursuant to this Agreement will be accomplished with due diligence and in a good and workmanlike manner, in full compliance with all applicable codes, ordinances, and regulations, and free of liens or encumbrances by or through Contractor. Time is made of the essence of this Agreement. Contractor will coordinate the work specified herein with that of the Owner or other Contractors of Owner as may be reasonably necessary. Contractor will obtain all necessary permits and licenses required for the specified work, at Contractor's expense. Representations made by the Contractor in the negotiation of this Agreement are by this reference incorporated herein as warranties, and the Contractor makes the following, additional, express warranties:

(specify N/A if not applicable)

SECTION VII
DURATION

Owner may, in lieu of or in addition to other remedies at law or in equity, cancel this Agreement on five (5) days' written notice due to inadequate or delayed performance by Contractor; otherwise, the Agreement shall remain in force until completion of the work specified and payment.

SECTION VIII
ILLEGAL ACTIVITIES

1. The Contractor will be observant of suspicious activities in, on, or about the Owner's property which might indicate illegal drug activities are occurring, and will report the same to the Owner or the Resident Manager.

3. The Contractor will notify each of its employees or subcontractors who will be utilized in, on, or about the Owner's property in the performance of the Contract regarding this obligation to be observant and to report.

SECTION IX
OTHER

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, except as otherwise provided herein; it cannot be altered or amended except in writing; it shall be interpreted and enforced according to the laws of the State of Iowa; no third-parties hereto are within the contemplation of the parties hereto as beneficiaries of the rights and obligations herein created; and in the event that it becomes necessary for the Owner to retain legal counsel in conjunction with the enforcement or interpretation of this Agreement or any other claims arising out of this Agreement or its performance, Contractor will reimburse Owner for costs and expenses, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

(Owner)

(Contractor)

THE EXECUTION OF THIS DOCUMENT WILL CREATE A LEGALLY ENFORCEABLE CONTRACT.
READ IT COMPLETELY AND BE SURE THAT ALL BLANKS ARE COMPLETED.

MANUFACTURED HOUSING ASSOCIATION OF IOWA ABANDONED HOMES FORMS
INSTRUCTIONS

A. Notification of Abandonment:

1. Notice of Abandonment – Resident. This form must be sent by certified mail to resident at last known address as soon as mobile/ manufactured home is abandoned. A mobile/ manufactured home is considered “abandoned” if resident has been absent thirty days without reasonable explanation and rent is in default three days after it is due, or the rental agreement is terminated pursuant to Iowa Code Section 562B.25
2. Notice of Abandonment – Lienholder. This form must be sent by certified mail to all lienholders listed on the title or in the registration form as soon as the mobile / manufactured home is abandoned, as that term is defined above.
3. Notice of Abandonment – Treasurer. This form must be sent by certified mail to the Treasurer of the county in which the mobile/manufactured home is located after the abandonment action has been filed.

B. Abandonment Action.

1. Original notice – Small Claims. This is the standard F.E.D. form revised to apply to abandonment actions. The court date should be set at least two weeks from date of filing if the resident can be personally served, or at least three weeks from date of filing if the resident must be served by publication (see below).
2. Verification of Account. This is a standard form used in small claims court when monetary damages are sought. If back rent and/or other charges are owing, a Verification of Account must be filed along with the Original Notice form. A copy of the rental ledger or other proof of the debt must be attached to the Verification of Account.
3. Service of Process.
 - a. **Residents whereabouts known** -- After filing the actions, have the resident personally served by a professional process server or the Sheriff. There must be 10 days between the date the resident is served and the date of the hearing.

a. Resident's whereabouts unknown – If the resident cannot be found, he must be served by publishing notice in a newspaper of general circulation once each week for three weeks. There must be 17 days between the first publication of notice and the hearing date. If resident is served by publication, you must file the following forms along with the Original Notice-Small Claims form:

- (i) Affidavit for Publication and Diligent Inquiry.
- (ii) Original Notice (for publication). This form must be signed by the Clerk and will go to the newspaper to be printed as legal notice.

Additionally, you must send a copy of the Original Notice – Small Claims form and the Verification of Account to the resident by regular (first class) mail at his last known address and file the Affidavit of Mailing with the Clerk of Court after this is done.

NOTE: The Court cannot award monetary damages if the resident is not personally served, but you can retain the mobile/manufactured home in satisfaction of judgment and extinguish any tax lien by filing the abandonment action and serving the resident by publication.

C. Hearing.

- 1. Original Notice – Small Claims. If the Judge finds in your favor, make sure he fills in the amount of judgment and cost at the bottom of this standard form.
- 2. Orders. If the Judge finds in your favor, you may give him a form of Order which he may or may not choose to use.
 - a. Order for Public or Private Sale. Use this Order if you have obtained a money judgment and do not want to keep the mobile/manufactured home. Proceeds from the sale will go to you to pay the judgment and costs of sale. The remainder, if any, must be kept for the resident for six months, and, if not claimed within that time, may be retained by the community owner.
 - b. Retention-Defendant has responded. Use this Order if you want to retain the mobile home / manufactured house and the resident has answered or appeared at the hearing. If the resident has responded, you must give notice of the retention of the mobile home / manufactured house using:
 - (i) Retention Notice – Resident
 - (ii) Retention Notice – Treasurer.

NOTE: Retention of the mobile home / manufactured house will extinguish any money judgment award.

- c. Retention-Defendant has not responded. Use this form if you want to keep the mobile home / manufactured home in satisfaction of the judgement obtained and the resident has not answered or appeared at the hearing. No further notice of retention is required.

NOTE: Retention of the mobile home / manufactured house will extinguish a money judgment.

NOTICE TO LIENHOLDER OF ABANDONMENT

TO: _____

FROM: _____ **Mobile Home / Manufactured Housing Community**

Attn: _____

Street

City State Zip

CERTIFIED MAIL

DATE: _____

You and each of you is hereby notified, pursuant to Section 562B.27, Code of Iowa, that:

1. The mobile home / manufactured house situated at Lot _____, _____,
_____ County, Iowa, V. I. N. _____, titled in the name of
_____, has been abandoned within the meaning of Section 562B.27 (1), Code of Iowa.
You have a lien on this mobile home / manufactured house.

2. You are liable for any costs incurred for the mobile home space, including rent and utilities due and owing,
from the service of this notice¹ and ninety (90) days prior to the service of this notice¹ pursuant to Section
562B.27(2) (a), Code of Iowa.

3. The mobile home / manufactured house may not be removed from the mobile home community without a
signed written agreement from the undersigned showing clearance for removal and that all debts are paid in full,
pursuant to Section 562B.27(2) (a), Code of Iowa.

TAKE NOTICE hereof and govern yourselves accordingly. This notice will remain in effect unless withdrawn by
a written instrument signed by the owner or the owner's attorney.

Mobile Home / Manufactured Housing Community

By: _____

Title: _____

Address: _____

Street

City _____ State _____ zip _____

Telephone: (____) _____

NOTE: All replies to the foregoing notice should be sent to the above-named individual

¹If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

RESTRICTED CERTIFIED MAIL

NOTICE TO TREASURER RE: ABANDONMENT OF MOBILE / MANUFACTURED HOME

FROM _____ Mobile Home / Manufactured Housing Community

TO: _____ County Treasurer

Pursuant to Section 555B.4(3), **Code of Iowa**, you are hereby notified that:

The mobile home / manufactured house V. I. N. _____ owned by _____ located at _____ Mobile Home / Manufactured Housing Community, Lot # _____, _____, County, Iowa, upon which there are taxes due and owing of approximately \$ _____, has been abandoned. Pursuant to Chapter 555B, of the **Code of Iowa**, a hearing has been set for the ____ day of _____, 20__, at _____ o'clock, __ m., at the _____ County Courthouse, _____, in _____, Iowa. Judgment may then be rendered for the removal or disposal of the mobile home / manufactured house.

A tax lien exists on this mobile/manufactured home. The County Treasurer has a right to assert a claim to the mobile home / manufactured house at this hearing. Failure to assert a claim to the mobile home / manufactured house will be deemed a waiver of all right, title, claim and interest in the mobile home / manufactured house and also will be deemed consent to the sale or disposal of the mobile home / manufactured house.

Pursuant to Section 435.24, Code of Iowa, a judgment obtained in an action to dispose of an abandoned mobile home / manufactured house under Section 555B, Code of Iowa, is senior to a lien for taxes on the mobile home / manufactured house.

TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.

Dated this ____ day of _____, 20__.

_____ Mobile Home / Manufactured Housing Community

By: _____

Title: _____

Address: _____

Street

City _____ State _____ zip _____

Telephone: (____) _____

NOTE: All replies to the foregoing notice should be sent to the above-named individual

(For Publication)

IN THE IOWA DISTRICT COURT FOR _____ COUNTY
(SMALL CLAIMS DIVISION)

_____	)	SMALL CLAIMS NO. _____
Mobile Home/Manufactured Housing)	
Community,)	
)	
Plaintiff,)	
)	
v.)	
)	
_____,	)	ORIGINAL NOTICE
)	
Defendant)	

TO THE ABOVE-NAMED DEFENDANT (S):

You are hereby notified that there is now on file in the office of the Clerk of the above Court a Petition in the above-entitled action, which prays for back rent, removal or disposal of the mobile home / manufactured house V. I. N. _____ now located at _____ Mobile Home / Manufactured Housing Community, _____, _____ County, Iowa, Lot # _____, costs of suit and attorneys' fees.

The Plaintiff's attorney is _____ whose address is _____.

Unless you appear before the court to contest this matter at _____ County Courthouse in _____, Iowa at _____ o'clock _m. on the ___ day of _____, 20___, judgment shall be entered against you for possession of the property.

CLERK OF THE ABOVE COURT

County Courthouse
_____, Iowa.

IN THE IOWA DISTRICT COURT
 IN AND FOR _____ COUNTY, IOWA
 (Small Claims Division)

)	
Vs.	)	S. C. No. _____
Plaintiff)	
	)	Verification of account
	)	identification of judgment debtor,
	)	and affidavit RE: Military Service.
Defendant)	

STATE OF IOWA)
)
 COUNTY OF _____)

SS:

I, _____, being first duly sworn on oath, depose and state that _____ is the plaintiff whose claim is shown in the attached itemized statement that I know of my own personal knowledge that the attached statement is true copy of Books of Original Entry kept and used in the ordinary course of business, and that the items shown therein were made and entered at or about the time that the charges were made, that the items shown are due thereon, are the fair, reasonable value thereof and are the agreed prices and charges thereof, that there have been no payments made thereon, except as shown in statement, and that the balance shown due thereon is true and correct and is the property of the creditor and remains past due and wholly unpaid.

I further state that _____ resides at _____ and that _____ and _____ is employed at _____, and that said defendant or defendants is / are not member _____ of the Military Forces of the United States Government, and to the best of my knowledge is / are not under any legal disability or prisoner in any reformatory or penitentiary.

 Plaintiff or Attorney

Subscribed and sworn to before undersigned this _____, day of _____, A. D. , 20__.

 Notary Public in and for the State of Iowa

 Clerk of Iowa District Court

PROOF OF MAILING

I, _____, Clerk of District Court hereby certify that on the ____ day of _____, A. D., 20____, I mailed a copy of this notice to _____ at the address shown on original notice by certified mail, restricted delivery, return receipt requested.

Clerk of District Court

By _____, Deputy
_____ County, Iowa

THE STATE OF IOWA)
_____ County)

SS. **RETURN SERVICE OF ORIGINAL NOTICE**

The within notice received this ____ day of _____, 20____ and I certify that I served the same on the defendants named below by delivering a copy thereof to each of said defendants personally at the time and place set opposite their respective names:

Name of Defendant	Month	Day	Year	City, Town, Twp	County	State
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

FEES: Service \$ _____
Copies \$ _____
Mileage \$ _____
Total \$ _____

Official Title

THE STATE OF IOWA)
_____, County)

SS: **RETURN OF SERVICE OF ORIGINAL NOTICE**

The within notice received this ____ day of _____, 20____ and I certify that on the ____ day of _____ - 20____, I served the same on the defendant _____.

- A. At his dwelling house or usual place of abode in city, town or township of _____ in _____ County, State of Iowa, by there delivering a copy thereof to _____, a person residing therein who was then at least 18 years old.
- B. That such place was a rooming house, hotel, club or apartment building (1), and the person to whom the copy was delivered was _____.
- C. That the above named defendant is _____,
(Designate if a partnership, corporation, or individual suable under a common name)
by delivering a copy thereof to _____, _____ (3) of said defendant in the city, town or township of _____, in _____ County.

OFFICIAL TITLE

D. **ACCEPTED SERVICE:** Due and legal service of the within notice and receipt of a copy of the same is hereby acknowledged on this ____ day of _____, 20____ at _____, Iowa.

1) Strike out words that are not appropriate 2) insert a member of defendant's family or "the manager, clerk proprietor or customer of such place" that may state the facts 3) Designate whether office, agent, general partner, etc. as may be appropriate under Rule 56.

IN THE IOWA DISTRICT COURT FOR _____ COUNTY, IOWA
(Small Claims Division)

_____) Small Claims No. _____
Mobile Home/Manufactured Housing Community,)
)
Plaintiff,)
)
v.)
) **AFFIDAVIT OF MAILING**
)
_____)
Defendant)

STATE OF IOWA)
) SS:
COUNTY OF _____)

The undersigned, being first duly sworn, deposes and states that on the ____ day of _____, 20__, (s) he personally mailed to the Defendant herein an Original Notice by first class mail, being mailed in a sealed envelope with the proper postage thereon, addressed to said Defendant at _____, by depositing the same in a United States post office mail depository in _____ County.

Plaintiff or Attorney for Plaintiff

By: _____

Subscribed and sworn to before me on the ____ day of _____, 20__.

Notary Public in and for the
State of Iowa

**IN THE IOWA DISTRICT COURT IN AND FOR _____ COUNTY, IOWA
(Small Claims Division)**

_____)	
_____	)	Case No. _____
_____)	
Plaintiff)	
vs.)	
)	
_____	)	ORDER FOR PUBLIC OR PRIVATE.
_____	)	SALE OF ABANDONED HOME
_____)	
Defendant.)	

NOW, on this ____ day of _____, 20____, this matter comes before the Court and the Court being fully advised in the premises, finds as follows:

1. The mobile home / manufactured house V. I. N. _____ located on Lot # _____ in _____ Mobile Home / Manufactured Housing Community, _____, Iowa, has been abandoned.
2. Plaintiff has elected to sell the abandoned home at private or public sale pursuant to Section 555B.9 (1), Code of Iowa.
3. Defendant has/has not made a claim to the mobile home / manufactured house.
4. No other person has made a claim to the mobile home / manufactured house.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff shall dispose of the mobile home / manufactured house by public or private sale in a commercially reasonable manner, pursuant to Section 555B.9(1), Code of Iowa, and shall apply the proceeds as provided in Section 555B.9(3), Code of Iowa.

MAGISTRATE / JUDGE

**IN THE IOWA DISTRICT COURT IN AND FOR _____ COUNTY, IOWA
(Small Claims Division)**

_____)		
_____)		Case No. _____
_____)		
Plaintiff)		
vs.)		
_____)		
_____)		ORDER FOR RETENTION OF
_____)		ABANDONED MOBILE HOME/
Defendant.)		MANUFACTURED HOUSE

NOW, on this ____ day of _____, 20____, this matter comes before the Court and the Court being fully advised in the premises, FINDS:

1. The mobile home / manufactured house V. I. N. _____ located on Lot # _____ in _____ Mobile Home / Manufactured Housing Community, _____, Iowa, has been abandoned.
2. Plaintiff proposes to retain the abandoned mobile home / manufactured house pursuant to Section 555B.9(4), Code of Iowa.
3. Defendant has/has not made a claim to the mobile home / manufactured house in these proceedings.
4. No other person has made a claim to the mobile home / manufactured house.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff shall retain the mobile home / manufactured house after giving written notice to Defendant unless written objection is received from Defendant within 21 days of the service of this notice¹. Retention of the mobile home / manufactured house shall discharge the judgment entered herein and any tax lien. If an objection is received, Plaintiff shall sell the mobile home / manufactured house by public or private sale in a commercially reasonable manner pursuant to Section 555B.9(1), Code of Iowa, and shall apply the proceeds as provided in Section 555B.9(3), Code of Iowa.

MAGISTRATE / JUDGE

¹If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

NOTICE TO TREASURER OF RETENTION OF ABANDONED MOBILE HOME / MANUFACTURED HOUSE

TO: _____, **County Treasurer**

FROM: _____, **Mobile Home / Manufactured Housing Community Owner**

DATE: _____

Pursuant to Section 555B.9(4), Code of Iowa, you are hereby notified that:

1. On the ___ day of _____, 20___, judgment was entered in Case No. _____ finding the mobile home / manufactured house V. I. N. _____ located at Lot ___ in _____ Mobile Home / Manufactured Housing Community, _____, _____, Iowa, to be abandoned.
2. The mobile home / manufactured housing community owner has proposed to retain the abandoned mobile home / manufactured house. Retention of the mobile home / manufactured house will satisfy and discharge the judgment and any tax lien.
3. You have a right to object in writing to the retention of the abandoned mobile home / manufactured house within twenty-one (21) days after this notice was served¹. Objections should be sent to the person signing this notice.

TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY

_____ Mobile Home / Manufactured Housing Community

By: _____

Title: _____

Address: _____

Street

City _____ State _____ zip _____

Telephone: (____) _____

¹If this Notice was served by certified mail, regular mail and posting on the primary entrance of the Property, then notice is deemed served, completed and received four days after the notice is postmarked and deposited in the mail.

**IN THE IOWA DISTRICT COURT IN AND FOR _____ COUNTY, IOWA
(Small Claims Division)**

_____)		
_____)		Case No. _____
_____)		
Plaintiff)		
vs.)		
_____)		
_____)		ORDER FOR RETENTION OF
_____)		ABANDONED MOBILE HOME/
_____)		MANUFACTURED HOUSE
Defendant.)		

NOW, on this ____ day of _____, 20____, this matter comes before the Court and the Court being fully advised in the premises, FINDS:

1. The mobile home / manufactured house V. I. N. _____ located on Lot # _____ in _____ Mobile Home / Manufactured Housing Community, _____, Iowa, has been abandoned.
2. Plaintiff proposes to retain the abandoned home pursuant to Section 555B.9(4), Code of Iowa.
3. Neither Defendant nor any other person has made a claim to the mobile home / manufactured house in these proceedings.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff shall retain the mobile home/ manufactured house. Retention of the mobile home / manufactured house shall discharge the judgment entered herein and any tax lien.

MAGISTRATE / JUDGE

RELEASE AND INDEMNITY AGREEMENT

THIS AGREEMENT, made and entered into this ___- day of _____, 20___, by and between _____ - _____ of _____, Iowa, hereinafter referred to as the "Seller", and _____, of _____, Iowa, hereinafter referred to as the "Purchaser."

W I T N E S S E T H:

WHEREAS, the Seller has recently sold a mobile home / manufactured home to the Purchaser: and
WHEREAS, Chapter 103A of the Code of Iowa requires that any person who sells a new or used mobile home / manufactured home provide an approved tie down system; and

WHEREAS, the Purchaser wishes to release the Seller from any responsibilities which he may have under Chapter 103A, indemnify the Seller against any liabilities which he may incur under Chapter 103A, assume all responsibilities which the Seller may have under Chapter 103A, and waive any rights which the Purchaser may have under Chapter 103A;

NOW, THEREFORE, IN CONSIDERATION OF THE SUM OF One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **RELEASE.** Purchaser, with the intention of binding himself, his spouse, and his heirs, legal representatives, and assigns, expressly releases and discharges the Seller from all claims, demands, actions, judgments, and executions that Purchaser ever had, or now has, or may have, or that anyone claiming or arising out of the sale of a mobile home / manufactured home by the Seller to the Purchaser on the ____ day of _____, 20___. Purchaser also releases and discharges Seller from any and all actions, judgments, and executions that Purchaser ever had, or now has or may have, or that anyone claiming through or under him may have, or claim to have, against the Seller created by or arising out of the sale of a mobile home / manufactured house by the Seller to the Purchaser on the ____ day of _____, 20___. Purchaser also releases and discharges Seller from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation on account of, or in any way growing out of, the lack or absence of an approved tie down system installed on the Purchaser's mobile home / manufactured house.
2. **ASSUMPTION OF RESPONSIBILITIES.** Purchaser expressly assumes any and all responsibilities which the Seller may have under Chapter 103A with relation to the provision or installation of an approved tie down system.
3. **WAIVER.** Purchaser expressly waives any rights of any kind, which he may have against the Seller under Chapter 103A.
4. **INDEMNIFICATION.** Purchaser undertakes to indemnify Seller against any and all liability, loss or damage Seller may suffer as a result of claims, demands, costs or judgments against it under Chapter 103A, arising from the sale of a mobile home / manufactured home to the Purchaser. Seller will notify Purchaser, in writing within ____ days, by certified mail, at Purchaser's address as stated in this Agreement, of any claim made against Seller on the obligations indemnified against hereby. Failure to provide such notice shall not release Purchaser from its undertaking to indemnify as provided herein.

5. **ASSIGNMENT.** The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon their successors and assigns.
6. **REMEDIES.** In the event of litigation to enforce or interpret this Agreement the prevailing party will be entitled to recover costs and attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER

PURCHASER

ADDRESS

ADDRESS

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That _____
_____ **of**
_____ **County, State of Iowa in**
consideration of the sum of _____ **Dollars, does hereby sell, assign, transfer and set**
over unto _____

_____ **of** _____ **County, State of**
_____, **the following described personal**
property, to-wit:

Which is now located at _____ in the possession of _____.

The above named Buyer does hereby assent to becoming the owner of the above described property.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Signed this _____ DAY OF _____, 20_____.

STATE OF IOWA, _____ COUNTY, SS:

On this _____ day of _____, A. D., 20____, before me, the undersigned, a Notary Public in and for said County and Sate, personally appeared _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County and State

BILL OF SALE AND SECURITY AGREEMENT

_____ (“Seller”) in consideration of the promises herein made by
_____ (“Buyer”) hereby sells to Buyer the following:

(“The Property”)

Such property is sold AS IS and with ALL FAULTS.

Buyer promises to pay to Seller at the address listed below the price of \$_____ as follows:

As security for the payment of such purchase price, Buyer grants to Seller a security interest in and to the property. Upon default hereunder, Seller shall have all of the rights of a Secured Party under the Uniform Commercial Code of Iowa.

It shall be a default should payment as aforesaid not be made when due, or should Buyer permit the property to be and remain out of repair. In the event of any such default, or should Seller arrive at the good faith and reasonable conclusion that Seller is Insecure, then Seller may declare the entire balance due. All sums of money not paid when due shall bear interest at the rate of _____% per annum.

In the event of any default, Buyer shall, upon demand of Seller, deliver the property to Seller at its place of business.

The addresses of the principal place of business of the respective parties are as follows:

Signed _____, 20_____

By: _____
Buyer Seller

The undersigned Borrower(s) acknowledge(s) receipt of a copy of this instrument.

Date Signature

Date Signature

(Addressee)

(Address)

Re: ((resident name) tenancy)

Dear (Salutation):

This letter is in response to your recent request that the reasons for denying tenancy in (name or mobile home / manufactured housing community) be identified.

I am able to make the affirmative representation to you that the decision to deny tenancy was not motivated by any purpose or objective prohibited by Chapter 562B of the Iowa Code. Nor was the decision motivated by any discriminatory motive addressed in various federal and state housing and civil rights statutes which exist for your protection and the protection of all residents.

Beyond those affirmative representations, it is my understanding that a landlord in Iowa has the right to terminate a tenancy without specifying a reason, and that right carries with it the corresponding right to refuse to enter into a tenancy arrangement in the first place, also without stating a specific reason. See Sunset Mobile Home Park v. Parsons, 324 N. W. 2nd 452, 459 (Iowa 1982).

Clearly every landlord, including (name of mobile home / manufactured housing community), seeks to find and retain responsible, cooperative residents who pay their rent timely and in full; who comply with community rules and regulations; who can be expected to maintain their premises in good condition and not alienate their neighbors, nor permit their invitees to do so; and who have a good credit rating and good personal and business references. You may assume that if (name of mobile home / manufactured housing community) considered you to be such a resident, the decision would have been made to offer you a written rental agreement.

Based upon the foregoing, the decision not to enter into a tenancy with you is unchanged. We do appreciate your interest in residing in (name of mobile home / manufactured housing community).

Sincerely yours,

AFFIDAVIT – DISPOSITION OF VALUELESS MOBILE, MANUFACTURED OR MODULAR HOME

STATE OF IOWA)

) ss:

COUNTY OF _____)

I, the undersigned, being first duly sworn upon my oath, do depose and state as follows:

1. I am the _____ of _____, a mobile home / manufactured housing community located at _____ County, Iowa.
2. This affidavit concerns the following home:
 - a. Description of home (make, model, VIN number)
 - b. Name of owner or last occupant of home.
3. On or about the ____ day of _____, 20____, after winning a FED judgment on (date)_____,the home (mobile, manufactured or modular), as noted in item 2 of this affidavit, was removed from the mobile home / manufactured housing community.
4. If applicable, the name and address of the third party to whom a new title shall be issued, whether the home is removed or remains in the mobile home / manufactured housing community:

Name _____

Address _____

_____ City

State Zip
5. I make this affidavit pursuant to the provisions of Section 555C.2, Code of Iowa for delivery to the county treasurer for the county in which the mobile home / manufactured housing community is located.
6. Dated this ____ day of _____, _____.

Signature of Owner or Manager of MH Community

Subscribed and sworn to before me by _____, this ____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

**STATE OF IOWA
NON-LAW ENFORCEMENT RECORD CHECK REQUEST
FORM A**

To: Iowa Division of Criminal Investigation **FROM:** _____
Bureau of Identification _____
Wallace State Office Building _____
Des Moines, IA 50319 _____

REQUEST

I am requesting an Iowa criminal history check on:

<hr/> Last Name (mandatory)	<hr/> First Name (mandatory)	<hr/> Middle Name (recommended)
<hr/> / /	<hr/>	<hr/> - -
Date of Birth	Sex	Social Security Number

Signature of Requestor

There is a \$13 per surname fee. Use one form for each surname and duplicate as needed.

RESULTS

As of _____, a Name and date of birth check revealed:
Date

CCH record attached _____ No CCH record found _____

DCI initials _____

WAIVER
(see reverse side)

I hereby give permission for the above requesting official to conduct an Iowa criminal history record check with the Division of Criminal Investigation. Any information maintained by the DCI may be released as allowed by law.

Signature Date

WAIVER:

Iowa law does *not* require a waiver. However, without a waiver any arrest over 18 months old, *without* a disposition, cannot be given to a non-law enforcement agency.

Deferred judgments where DCI has received notice of successful completion of probation also cannot be given out to non-law enforcement agencies without a signed waiver.

General Information:

The information requested is based on name and exact date of birth only. Without fingerprints, a positive identification cannot be assured. If a person disputes the accuracy of information maintained by the Department, they may challenge the information by writing to the address on the front of this form or personally appearing at DCI headquarters during normal working hours.

The records maintained by the Iowa Department of Public Safety are based upon reports from other criminal justice agencies and therefore, the Department cannot guarantee the completeness of the information provided.

The criminal history check is of the Iowa Central Repository only. No other state or federal agency records can be searched under current law.

In Iowa, a deferred judgment *is not* considered a conviction once the defendant has been discharged after successfully completing probation. However, it should be noted that a deferred judgment may still be considered as an offense when considering charges for certain specified multiple offense crimes, i.e. second offense OWI. If a disposition reflects that a deferred judgment was given, you may want to inquire of the individual his or her current status.

A deferred sentence *is* a conviction. The judge simply withholds implementing a sentence for a certain probationary period. If probation is successful, the sentence is not carried out.

Any questions in reference to Iowa criminal history records can be answered by writing to the address on the front of this form or calling (515) 281-5138 between 8:00 a.m. and 4:30 p.m., Monday – Friday.

If the “No CCH record found” box is checked, it could also mean that information in the file is not releasable per Iowa law without a waiver.

REMINDER – (1) Send in a separate form for each surname, (2) \$13 for each surname, (3) Attach a billing form with request(s) and, (4) submit a self-addressed envelope. Iowa law requires employers to pay the fee for potential employees’ record checks.

Form A
Page 2
BILLING FORM
NON-LAW ENFORCEMENT RECORD CHECK

Date _____

TO: Iowa Division of Criminal Investigation FROM: _____
Bureau of Identification _____
Wallace State Office Building _____
Des Moines, IA 50319 _____

Attached, please find a request(s) for a non-law enforcement criminal history record check information, if authorized by law.

The Division of Criminal Investigation does not warrant the completeness or accuracy of the data provided since the information is based upon reports from other criminal justice agencies.

Name Search

Fee per surname	\$13.00
Number of requests *	_____
Amount enclosed	_____

A CHECK OR MONEY ORDER MUST ACCOMPANY THIS REQUEST.

**Each surname submitted (alias names, maiden names, previous married name) must be counted as a record check. Departments in Iowa State Government may arrange an inter-agency transfer of funds.*

METHOD OF PAYMENT: CHECK Money Order Cash Pre-arranged billing

Master Card # _____ Expiration date _____

Visa # _____ Expiration date _____

INSTRUCTIONS

This form is to be used by non-law enforcement agencies, who through Chapter 692 of the code of Iowa have access to criminal history information maintained by the Iowa Division of Criminal Investigation.

Please complete this form, filling in all spaces and submit it to the Division of Criminal Investigation with a self-addressed envelope. Be sure to include your complete agency name and address.

Do not submit this form without a check, money order or other pre-arranged method of payment.

Date:

Dear Applicant:

We regret to inform you that your application for a manufactured home site at _____ has been rejected.

We are hereby informing you of certain information pursuant to the Fair Credit Reporting Act, 15 USC Section 1681, et seq., as amended by the Consumer Credit Reporting Reform Act of 1996 (Public Law 104-208, the Omnibus Consolidated Appropriations Act for the Fiscal year 1997, Title II, Subtitle D, and Chapter 1).

1. We have denied your application based on the following:

- Information contained in a consumer credit report obtained from the consumer credit reporting agency named in paragraph 2 of this letter.
- A consumer credit report containing insufficient information obtained from the consumer credit reporting agency named in paragraph 2 of this letter.
- Information received from a person or company other than a consumer reporting agency. You have the right to make a written request to us within sixty (60) days of receiving this letter for a disclosure of the nature of this information.

2. When a credit report is used in making the decision, Section 615(a) of the Fair Credit Reporting Act requires us to tell you where we obtained that report. The consumer-reporting agency that provided the report was:

- Equifax Credit Information Service, P.O. Box 740241, Atlanta, GA 30374-2041, Phone: 1-800-685-1111.
- Experian (TRW) Consumer Assistance, P.O. Box 928, Cherry Hill, New Jersey 08003 Phone: 1-888-397-3742.
- Trans Union Consumer Relations, P. O. Box 1000, Chester, PA 19022,
- Phone: 1-800-916-8800
- Other: _____

3. Pursuant to Section 615 of the Fair Credit Reporting Act, we are notifying you that the above-noted agency only provided information about your credit history. It took no part in making the decision to reject your rental application, nor can it explain why the decision was made.
4. You have certain rights under federal law, as explained in more detail in paragraphs 5-7 below. Pursuant to the Fair Credit Reporting Act, you have a right to obtain a copy of your credit report, dispute its accuracy, and provide a consumer statement describing your position if you dispute the credit report. If you believe your report is inaccurate or incomplete, you may call the consumer-reporting agency at its toll-free number listed above, or write to it at the listed address.
5. Pursuant to Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your consumer report from the consumer-reporting agency whose name is checked above. You must request the copy within 60 days of the date you receive this letter.
6. Pursuant to Section 611 of the Fair Credit Reporting Act, if you dispute any of the information in your report, you have the right to put into your report a consumer statement of up to 100 words explaining your position on the item under dispute. Trained personnel are available to help prepare consumer statements.
7. You may have additional rights under the credit reporting or consumer protection laws of Iowa. For further information, you can contact the state or local consumer protection agencies, or the Iowa Attorney General's office, Hoover State Office Building, Des Moines, Iowa, 50319, or phone 515-281-5164.

Sincerely,



**Iowa Manufactured Home Community or
Mobile Home Park Storm Shelter
Property Tax Exemption**

Owner: _____

Address: _____

Legal Description: _____

Location of Shelter: _____

Description of Shelter (include type of construction material, size, construction cost, etc.): _____

Is the storm shelter structure used exclusively as a storm shelter? yes _____ no _____

If yes, the property is exempt from tax.

If no, the exemption is limited to 50% of its assessed value as commercial property.

I declare that to the best of my knowledge and belief the information provided on this claim is true, correct, and complete.

signature

date

This claim must be filed with the assessing authority by February 1 of the first year for which the exemption is requested.

STORAGE AGREEMENT

This Agreement is entered into between (Business Name, Business Address) (“the Owner”) and (Individual’s Name, Individual’s Address) (“the Occupant”) on this ____ day of _____, 20__.

The Owner hereby agrees to rent to Occupant a designated portion of the area known as the (Business Name) storage area (“the premises”), subject to the terms and conditions herein. The Owner and the Occupant agree as follows:

1. Payment for Service. The Occupant agrees to pay the Owner \$_____ per month for rental of the premises.
2. Duration. Effective Date:_____. Initial Term:_____. This agreement shall start on the Effective Date, shall be effective for the Initial Term, and shall continue on a month-to-month basis thereafter. Either party may terminate this Agreement by giving the other written notice of their intent to terminate, at least fifteen (15) days in advance. The term will be no less than one month from effective date. The owner reserves the right to decline to renew this Storage Agreement.
3. Terms of Payment. All payments shall be made by the 1st day of each month in advance and shall be made by delivering payment to the Owner at the address above. Rent may be paid in conjunction with the Occupant’s monthly lot rent. Rent is not considered paid until paid in full. No partial payments are accepted. If rent is not received on or before the 5th day of the month, there will be an additional charge assessed of \$10.00 per day, not to exceed \$40.00 in any month. Repeated late rent payments will be cause for termination of this Storage Agreement. A returned check will result in payments being made other than by personal check. A returned check is considered delinquent rent until the date the rent is paid.
4. Insurance. The Occupant agrees to insure all items stored on the premises for the full value thereof. The Owner will not insure property stored on the premises. The Occupant is not required to provide proof of insurance to the Owner. The Occupant further agrees that such insurance shall not provide for subrogation rights by the insurer to any claim the Occupant may have against the Owner. The parties agree that insurance is the sole responsibility of the Occupant and that the Owner shall not be liable for the loss or damage to any property stored on the premises, from any cause whatsoever.
5. Use and Occupancy. Property is stored on the premises under the supervision and control of the Occupant. Owner exercises neither care, custody nor control over Occupant’s stored property. Nothing herein shall constitute any agreement or admission by the Owner that the Occupant’s stored property has any value. Occupant agrees to abide by all rules relating to use and occupancy as set forth by Owner. In the event of storage of a motor vehicle or recreational vehicle, Occupant agrees that no one shall occupy the vehicle except for moving the vehicle to and from the premises. Any recreational vehicle stored on the premises shall not be used as a residence or be occupied while stored on the premises.
6. Resident’s Injury to Property Rights of Owner. In the event of damages caused by negligence or fault of Occupant or Occupant’s agents, Occupant agrees to reimburse Owner promptly for the amount of loss. Occupant also specifically agrees to pay for any and all repairs necessitated by him or her. Occupant shall use reasonable diligence in protection and care of the premises during the occupancy of the premises and will keep the premises free from any rubbish, obstacles, and/or nuisances. Occupant shall make no alterations to the premises or to Owner’s property or fixtures thereon.

7. Key Deposit. Occupant agrees to pay a fee of \$2.00 for each key to the storage premises that is issued to the Occupant. Upon termination of this Storage Agreement, Occupant agrees to return any and all keys to the Owner for a full refund of the key deposit. Occupant acknowledges that if a violation of any of the above conditions occur, the deposit shall be retained by the owner
8. Additional Space or Property. Any additional storage space used by the Occupant, and any additional property hereafter delivered by the Occupant to the Owner for storage while this Agreement is outstanding shall be subject to all terms and provisions of this Agreement, including charges, unless this Agreement is modified in writing.
9. Warranties. The Occupant warrants and represents that:
 - a. The Occupant is the Owner or legal custodian of property stored on the premises and has the lawful right to possession of the property.
 - b. The Occupant will not store any hazardous material of any kind on the Owner's premises. These materials include, but are not limited to: flammable gases, liquids and solids, non-flammable compressed gas, explosives, poisons, corrosives, oxidizing materials, radioactive materials, etiologic agents, and magnetic materials.
 - c. There are no known third parties that own or may claim a right or interest in or to the property stored on Owner's premises.
 - d. In the case of a boat, recreational vehicle or motor vehicle, the Occupant additionally warrants that the vehicle identification number has not been altered.
8. Indemnification. The Occupant agrees to indemnify and hold the Owner harmless from and against all claims, damages, liabilities, costs and expenses arising out of damage to or loss of property stored on the premises.
9. Premises Available to Residents Only. The Owner makes the premises available for storage of personal property only to Occupants who are residents of (insert the name of the community). The Occupant's address shown below shall be considered Occupant's last-known address for purposes of notice required under any provision of law, unless notice of any change of address of the Occupant is given by the Occupant to the Owner in writing. In the event the Owner ceases to be a resident of (insert the name of the community), this Agreement shall terminate within 15 days after termination of the tenancy.
10. Access. The Occupant shall have access to personal property stored on the premises on regular business days during regular business hours. Advance notice to the Owner will be necessary to access property at other times. In the event rental charges are past due, Owner may deny Occupant access to personal Property stored on the premises.
11. Disposition of Delinquent Accounts or Abandoned Property. Abandoned property is defined as any property stored on the premises which remains on the premises after this agreement is terminated pursuant to paragraphs 2, 3 or 9, above, or as any property stored on the premises for which rental charges are 60 days past due. The Occupant understands and agrees that in the event Occupant's rental payments are delinquent, the Owner may assert its rights under the provisions of Iowa's lien laws and/or laws relating to motor vehicles. After notice, the Owner may dispose of property through public or private sale or, if the Owner estimates that the monetary value of the property stored on the premises will not defray the cost of sale, dispose of the property by destruction or by application of statutory abandonment processes. The Occupant releases the Owner from any liability by reason of sale or destruction of property pursuant to this paragraph.
12. Modification and Assignment. This Agreement binds the heirs, executors, administrators, successors, and assigns of the Occupant and the Owner and cannot be changed orally. This Agreement may not be assigned by the Occupant without the written consent of the Owner.
13. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Occupant.

NOTICE TO OCCUPANT: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

Owner _____
Address _____
Occupant _____
Address** _____
Date _____

**For any vehicles stored on the Premises:

Make Model Year License Plate No.

PROPERTY MANAGER
(company name and address)

LICENSEE NAME(S): _____

ADDRESS: _____

DATE OF ROOM RESERVATION: _____

TIME BEGINNING: _____ TIME ENDING: _____

(community name)

**CLUBHOUSE LICENSE AGREEMENT
RULES AND REGULATIONS**

1. **General Terms.** A \$_____ license fee plus an additional _____ damage and cleaning deposit is required to reserve the clubhouse for a specific date at least two weeks prior to the event. The license fee is nonrefundable unless proper cancellation has been received as provided under item (2) below.

The occupancy period is from 8:00 a.m. to 10:00 p.m. The clubhouse must be vacant and clean by 10:00 p.m. Exceptions to these time periods may be made with permission of management, or as provided under item (8) below.

THE CLUBHOUSE MUST BE LOCKED IMMEDIATELY FOLLOWING CLEAN-UP.

2. **Cancellations.** Cancellations may be made without charge up to two weeks prior to the event. All cancellations must be made in writing and delivered to the _____ Office during regular office hours: Monday thru Friday 8:00 a.m. – 5:00 p.m.; Saturday 10:00 a.m. – 4:00 p.m.; and Sunday 12:00 p.m. – 4:00 p.m. Cancellations received less than two weeks prior to the scheduled event are subject to a \$50.00 cancellation fee. The balance of the deposit and license fee will be returned within two weeks following receipt of the written notice of cancellation.
3. **Keys.** Persons scheduled to use the clubhouse may pick up keys at the _____ - Office on the day of, or the day before, the event during regular office hours as outlined in item (2) above. Keys should be returned in the drop box immediately following clean-up from the event.
4. **Earl Set-up.** If the clubhouse is not otherwise being used, for an additional fee of \$25.00, the licensee(s) may elect to set-up on the evening prior to the scheduled event.
5. **Pool area.** The pool may not be reserved for use during a scheduled event. The licensee(s) may elect to set-up on the evening prior to the scheduled event.
6. **Open Flames Prohibited.** Absolutely no open flame is permitted in the clubhouse, on the deck, in the pool area, or on the clubhouse grounds.

7. Music and Noise Levels. All music and noise must be maintained at a level that cannot be heard outside the clubhouse. The license(s) must immediately adjust the music and/or noise level if asked to do so by management, or risk immediate termination of the event.
8. Clean-up. Unless otherwise arranged with management prior to the scheduled event, the clubhouse and surrounding areas must be clean at the end of the license period (10:00 p.m. for evenings events). Licensees are responsible for furnishing cleaning supplies. All trash is to be removed from the premises, and taken to the trash dumpster normally used by the licensee(s).

For an additional charge of \$50.00, licensees may elect to clean the clubhouse on the morning following the scheduled event. All clean-up must be completed by 10:00 a.m. Monday thru Saturday, or noon on Sunday. **IF ANY LICENSEE FAILS TO COMPLETE CLEAN-UP IN A TIMELY AND OR SATISFACTORY MANNER, CHARGES WILL BE DEDUCTED FROM HIS OR HER DAMAGE AND CLEANING DEPOSIT AS FOLLOWS:**

Vacuuming of common areas	\$23.00 (includes stairs)
Bathroom cleaning	\$34.00 each
Trash removal	\$57.50
Dusting	\$23.00
Carpet spots/repairs	determined by professional carpet service Actual cost plus 15% management fee.

ALL CHARGES EXCEEDING THE AMOUNT OF THE DAMAGE AND CLEANING DEPOSIT WILL BE BILLED DIRECTLY TO THE LICENSEE(S).

THE ABOVE PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE BASED ON THE ACTUAL COST PLUS A 15% MANAGEMENT FEE. MANAGEMENT MUST GIVE FINAL APPROVAL BEFORE A DEPOSIT WILL BE REFUNDED.

9. Alcoholic Beverages. Licensees are in charge during the function, and, by signing this agreement, agree to refrain from consuming alcoholic beverages or other intoxicants during, and for at least three hours prior to, the event. If there is more than one licensee, at least one licensee must agree to refrain from consuming alcoholic beverages according to the preceding terms.

LICENSEES ARE SOLELY RESPONSIBLE FOR THEIR OWN ACTIONS AND THOSE OF THEIR GUESTS. UNDER NO CIRCUMSTANCES SHALL THERE BE ANY ALCOHOL SOLD, OR ADMISSION CHARGED AT THE DOOR. BEER AND WINE ARE THE ONLY ALCOHOLIC BEVERAGES THAT MAY BE SERVED, UNLESS THE EVENT IS CATERED BY AN INDIVIDUAL OR GROUP HOLDING AN APPROPRIATE LIQUOR LICENSE.

10. Termination. This is not a lease. This is a temporary license agreement, terminable by (name of community) at any time without notice if the licensee(s) or any guest fails to follow any of the terms of this agreement. The signature of each licensee is evidence of his or her understanding that if a licensee or any guest fails to vacate the premises immediately upon notice of termination, the offending party(ies) can be prosecuted for civil or criminal violations.
11. Control and Liability. As licensee, I have read the above rules and regulations and agree to abide by them strictly. I understand and agree that _____ is relinquishing immediate control of the premises to ME for the duration of the license agreement, and is NOT responsible for injuries or damages resulting from unsafe conditions that may arise during that time.

12. Time is of the Essence. Time is of the essence of this license agreement. Licensee(s) will be responsible for any consequential damages caused to the owner or other intended licensees because of delay in completing clean-up.
13. Recovery of costs. In the event that it becomes necessary for _____ to initiate litigation to enforce or interpret this Agreement, Licensee(s) will be responsible for all attendant costs incurred, including court costs and reasonable attorney fees.

_____ Management

_____ Licensee

_____ Licensee

Fee Received: _____

Deposit Received: _____

Condition of Clubhouse at End of License Period:

Date and Amount of Deposit Returned: _____

Receipt Acknowledged by Licensee: _____

[Lienholder])	
)	
Plaintiff,)	
)	
v.	)	AGREEMENT
[Owner-Resident])	
)	
Defendant)	

COMES NOW THE Plaintiff [Lienholder], pursuant to Section 648.22B, Code of Iowa, and hereby enters into an Agreement with the Court as follows:

1. [Lienholder] agrees to pay to [Landlord] all rent due as of _____, 20____, in the amount of \$_____; and all reasonable upkeep in the amount of \$_____ on Defendant’s mobile or manufactured home. Said payments shall be made no later than _____, 20_____.
2. [Lienholder] further agrees to pay to [Landlord] other reasonable charges thereafter accruing on Defendant’s home and the space it occupies.
3. [Lienholder] agrees to make payments to [Landlord] for rent due and reasonable upkeep on said home accruing after _____, 20_____. Said payments shall be made monthly.
4. [Lienholder] understands in return for said payments the Court will stay any writ of execution on a judgment under Chapter 648 until the home is sold as provided by law or removed from the mobile home / manufactured housing community at [Lienholder’s expense].

WHEREFORE, Plaintiff [Lienholder] agrees as above and requests the Court to stay any writ of execution on a judgment under Chapter 648 until said home is sold as provided by law or removed from the mobile home / manufactured housing community at [Lienholder’s] expense.

Respectfully submitted,

[Lienholder]

[Landlord]

Original filed

[Lienholder])
)
 Plaintiff,)
)
 v.)
 [Owner-Resident])
)
 Defendant)
 v.)
 [Landlord])
)
 Intervenor)

PETITION OF INTERVENTION

COMES NOW THE Intervenor [Landlord], pursuant to Section 648.22B, Code of Iowa, and Rule _____, Iowa Rules of Civil Procedure, and for his/her cause of action states to the Court:

1. Intervenor [Landlord] is and at all times material hereto was the owner-operator of [name of mobile home / manufactured housing community] located at _____.
2. On or about _____, 20____, [Owner-Resident] entered into a rental agreement in which Intervenor leased space no. _____ to Defendant for Defendant’s mobile home / manufactured house. Defendant agreed thereby to pay rent in the amount of \$_____ per month.
3. Defendant has failed to pay said rent as agreed to from the month of _____, 20____, to _____, 20____. Rent is now owed and overdue in the total amount of \$_____.
4. Intervenor has accrued notice, collection, and/or upkeep expenses in the amount to date of \$_____.
5. Intervenor anticipates continuing rental and other expenses to accrue and become overdue.
6. Section 648.22B, Code of Iowa, provides that a landlord has standing to intervene in a foreclosure action to compel the lienholder to pay to landlord all monies due and owing to landlord, rent, reasonable upkeep, and other reasonable charges, until the home is sold in place or removed from the mobile home / manufactured housing community at lienholder’s expense.
7. Section 648.22B further provides that the landlord shall be entitled to recover costs and attorney fees.

8. Section 648.22B further provides that the Court shall stay any writ of execution on a judgment under Chapter 648 until the mobile home / manufactured house is sold in place or removed from the mobile home / manufactured housing community at the lienholder's expense.

WHEREFORE, Intervenor prays the Court to enter a judgment against Plaintiff [Lienholder] in the amount of rent, reasonable upkeep and other reasonable charges as determined herein, to award reasonable attorney fees to Intervenor and to assess all costs to Plaintiff [Lienholder].

Respectfully submitted,

[Landlord], Intervenor

Original filed

DRAFT

Model Privacy Notice A – Independent Retailer
Retailer will not share Protected Information with Nonaffiliated Third Parties

PRIVACY POLICY

[Please note that this draft privacy notice is for use only when the Retailer will NOT share Protected Information with nonaffiliated third parties, except for those parties necessary to complete the purchase and financing of the manufactured home. Do NOT adopt this form without first assuring that it accurately describes your privacy and information sharing policies. Refer to the MHI Privacy Notice Compliance Guide for important additional information and for definitions of the terms used in this notice.]

What the Privacy Policy Covers

- This Privacy Policy covers [Retailer Company Name] (“we/our/us”) treatment of nonpublic personally identifiable information that we collect when you, the “customer” or “consumer,” finance the purchase of a manufactured home from us. This policy also covers our treatment of any nonpublic personally identifiable information that our business partners share with us.
- This policy does not apply to the practices of nonaffiliates of [Retailer Company Name].

Information Collection and Use

- We collect nonpublic personal information about you from the following sources:
- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.

Information Sharing and Disclosure

- We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

Confidentiality and Security

- We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

By signing below, I acknowledge that [Retailer Company Name] provided me with a copy of its Privacy Policy.

Date: _____

IN THE IOWA DISTRICT COURT FOR _____ COUNTY

Case No. _____

[Plaintiff Mobile/Manufactured Housing
Community]

vs.

[Defendant Tenant]

[address]_____

[address]_____

PLAINTIFF

DEFENDANT

NOTICE OF [Plaintiff Mobile/Manufactured Housing Community's] ELECTION TO LEAVE
MOBILE/MANUFACTURED HOME AND CONTENTS IN [Plaintiff Mobile/Manufactured Housing
Community] FOR UP TO SIXTY (60) DAYS

TAKE NOTE THAT pursuant to Section 648.22A, Code of Iowa, Plaintiff in the above captioned matter, hereby
gives Notice of its election to leave the mobile/manufactured home located in Lot _____, and its contents in
[Mobile/Manufactured Housing Community] for up to sixty (60) days from the date judgment was entered in this
matter, _____, 20__.

Defendant [Tenant] may have reasonable access to said mobile/manufactured home, provided Defendant gives
[Mobile/Manufactured Housing Community] at least 24 hours' notice prior to exercise of the right of access.

Defendant [Tenant] may not occupy said mobile/manufactured home during the 60-day period.

Defendant [Tenant] may not be present on the premises of said mobile/manufactured home between the hours of
7:00 p.m. and 7 a.m. during the 60-day period.

At the end of 60 days, if the home hasn't been moved or sold by the defendant, the community owner has the
right to sell the defendant's home. (648.22A is printed on the back of this form.)

Dated this _____ day of _____, 20__

By: _____

Original filed;
Copies mailed with Copy of Judgment
by Certified or Restricted Certified Mail to:

Defendant [Tenant]
Lienholders
Sheriff of _____ County
Treasurer of _____ County

I, _____, do hereby certify that I placed a copy of the above and foregoing NOTICE,
together with a copy of the Judgment, in the U.S. Mail to be sent via Certified/Restricted Certified Mail to the
above-noted persons on the _____ day of _____, 20__.

manufactured home community or mobile home park for up to sixty days after the date of the judgment provided all of the following occur:

- a. The plaintiff consents and the plaintiff has complied with the provisions of section 648.6.
- b. The party making the election files a written notice of such election with the court and sends a copy of the notice of election with a copy of the judgment to the sheriff, the other party at the other party's last known address, each record lienholder, and the county treasurer in the same manner as in section 648.6.
- c. All utilities to the mobile home or manufactured home are disconnected prior to expiration of three days from the filing of the election. Payment of any reasonable costs incurred in disconnecting utilities and protecting the home from damage is the responsibility of the defendant.
2. During the sixty-day period the defendant may have reasonable access to the home site to show the home to prospective purchasers, prepare the home for removal, remove any personal property, or remove the home, provided that the defendant gives the plaintiff at least twenty-four hours' notice prior to each exercise of the defendant's right of access. The plaintiff may also have reasonable access to the home site to disconnect utilities and to show the home to prospective purchasers sent by the defendant. The plaintiff shall not have the right to sell the home during the sixty-day period unless the defendant enters into a written agreement for the plaintiff to sell the home.
3. During the sixty-day period the defendant shall not occupy the home or be present on the premises between the hours of seven p.m. and seven a.m. A violation of this subsection shall be punishable as contempt.
4. If the plaintiff or defendant finds a purchaser of the home, who is a prospective tenant of the manufactured home community or mobile home park, the provisions of section 562B.19, subsection 3, paragraph "c", shall apply.
5. If, within the sixty-day period, the home is not sold to an approved purchaser or removed from the manufactured home community or mobile home park, the plaintiff may sell or dispose of the home in accordance with the provisions of section 555B.9 without an order for disposal, or chapter 555C, and may do so free and clear of all liens, claims, or encumbrances of third parties except any tax lien, at which time all of the following shall occur:
 - a. The proceeds from the sale shall first be applied to any judgments against the defendant obtained by the plaintiff, any unpaid rent or additional costs incurred by plaintiff, and reasonable attorney fees. Any remaining proceeds shall next be applied to any tax lien with the remainder to be held in accordance with section 555B.9, subsection 3, paragraph "c".
 - b. Any money judgment against the defendant and in favor of the plaintiff relating to the previous tenancy shall be deemed satisfied, except those arising from independent torts.
 - c. If plaintiff elects to retain the home pursuant to section 555B.9, the county treasurer, upon receipt of a fee equal to the fee specified in section 321.42 for replacement of certificates of title for motor vehicles, and upon receipt of an affidavit submitted by the plaintiff verifying that the home was not sold to an approved purchaser or removed within the time specified in this subsection, shall issue to the plaintiff a new title for the home.
6. A purchaser of the home shall be liable for any unpaid sums due the plaintiff, sheriff, or county treasurer. For the purposes of this section, "purchaser" includes a lienholder or other claimant acquiring title to the home in whole or in part by reason of a lien or other claim.
7. Nothing in this section shall prevent the defendant from removing the mobile home or manufactured home prior to the expiration of three days after entry of judgment, after which time a mobile home or manufactured home shall not be removed without the prior payment to the plaintiff of all sums owing at the time of entry of judgment, interest accrued on such sums as provided by law, and per diem rent for that portion of the sixty-day period which has expired prior to removal, and payment of any taxes due on the home which are not abated pursuant to subsection 5.
8. In any case where this section has become operative, section 648.18 does not apply.
9. This section does not preclude the exercise of a lienholder's rights under 648.22B.

[C51, § 2370; R60, § 3960; C73, § 3619; C97, § 4221; C24, 27, 31, 35, 39, § 12283; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, § 648.22]

86 Acts, ch 1130, § 4

STATEMENT OF COMPLIANCE - IOWA CODE SECTION 435.26A

The certificate of title for the manufactured home described below has been surrendered to the county treasurer and said treasurer has completed the requirements of Iowa Code section 435.26A, numbered paragraph 2.

Make _____

Model _____

Year _____

VIN _____

TITLE _____

OWNER 1 _____

OWNER 2 _____

ADDRESS _____

CITY _____

STATE/ZIP IOWA _____

COUNTY TREASURER

COUNTY

SEAL

DATE

**AFFIDAVIT – COMMERCIAL SALE OF MOBILE OR MANUFACTURED HOME USING IOWA
CODE 648.22A**

STATE OF IOWA) ss: _____)
COUNTY OF _____)

I, the undersigned, being first duly sworn upon my oath, do depose and state as follows:

1. I am the _____ of _____, a mobile home /manufactured housing community located at _____ County, Iowa.
2. On or about the ____ day of _____, _____, the following mobile or manufactured home was sold following the provisions of Iowa code 648.22A to-wit:
 - a. Description of home which was sold:
 - b. Name of previous owner or occupant of home:
3. The name and address of the party to whom a new title shall be issued, who may be, under Iowa code 555B.9(1), the owner of the mobile/manufactured housing community, whether the home is removed or remains in the mobile home / manufactured housing community:

Name _____

Address _____

City State Zip

4. I make this affidavit pursuant to the provisions of Section 648.22A and Chapter 555B, Code of Iowa for delivery to the county treasurer of the county in which the mobile home / manufactured housing community is located.
5. Dated this ____ day of _____, _____.

Signed by owner/manager of mobile/manufactured housing community.

Subscribed and sworn to before me by _____, this ____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

AFFIDAVIT OF CORRECTION

Please read all instructions before completing this form.

This form may be accepted to correct information that has been written in error on a title, application for title, damage disclosure statement, or other document required for title transfer or when these documents contain an alteration or erasure. **This affidavit cannot be used for odometer certification errors.**

1. This affidavit can only be used to correct the errors identified.
2. All signatories to the original error, erasure, or alteration must sign this affidavit.
3. This affidavit must be completed in full, notarized, and attached to the document that contains the error to be corrected.
4. Facsimiles and photocopies are not acceptable.

Vehicle Description

Year _____ Make _____ VIN _____

Title or MCO# _____

Description of Error, Erasure, or Alteration

The sales date of _____ was entered in error. The correct sale date is: _____

The seller signed his/her name in the incorrect space on the _____

The buyer signed his/her name in the incorrect space on the _____

Signatures

Under penalty of perjury, the undersigned states that the above statements are true and correct and will warrant and defend the title of any person to the described vehicle insofar as the claim rests upon the title issued by virtue of this affidavit. The undersigned will protect and hold harmless the county treasurer or Department of Transportation from any damages that might arise from the issuance of such title.

_____	_____	_____
Date	Signature	Title (Buyer, Seller, etc.)
_____	_____	_____
Date	Signature	Title (Buyer, Seller, etc.)
_____	_____	_____
Date	Signature	Title (Buyer, Seller, etc.)

Subscribed and shown to before me this _____ day of _____, _____

(Seal)

Notary Public

APPLICATION FOR CERTIFICATE OF TITLE AND/OR REGISTRATION

Applying For: Regular Title Salvage Title

Registration Month: _____

OWNER INFORMATION

Present to County Treasurer of your residence or if a non-resident to the County Treasurer where the primary user of the vehicle is located.

Owner #1
 First Name _____ Middle Name _____ Last Name _____ Iowa DL # or Iowa ID # or Social Security # _____
 (if individual)
 Marital Status: OR AND Birth Date _____ Federal Employer Identification # _____
 (if individual) (if organization)
 Home Side Residence Address of Owner #1: _____ Address _____ City _____ County _____ State _____ Zip Code _____
 Mailing Address of Owner #1: _____ Address _____ City _____ County _____ State _____ Zip Code _____

Owner #2
 First Name _____ Middle Name _____ Last Name _____ Iowa DL # or Iowa ID # or Social Security # _____
 (if individual)
 Birth Date _____ Federal Employer Identification # _____
 (if organization)
 Home Side Residence Address of Owner #2: _____ Address _____ City _____ County _____ State _____ Zip Code _____
 Mailing Address of Owner #2: _____ Address _____ City _____ County _____ State _____ Zip Code _____

Owner #3
 First Name _____ Middle Name _____ Last Name _____ Iowa DL # or Iowa ID # or Social Security # _____
 (if individual)
 Birth Date _____ Federal Employer Identification # _____
 (if organization)
 Home Side Residence Address of Owner #3: _____ Address _____ City _____ County _____ State _____ Zip Code _____
 Mailing Address of Owner #3: _____ Address _____ City _____ County _____ State _____ Zip Code _____

PRIMARY USER INFORMATION (Complete only if the vehicle is owned by a nonresident)

Primary User #1
 First Name _____ Middle Name _____ Last Name _____ Iowa DL # or Iowa ID # _____
 (if individual)
 Birth Date _____ Federal Employer Identification # _____
 (if organization)
 Home Side Residence Address of Primary User #1: _____ Address _____ City _____ County _____ State _____ Zip Code _____
 Mailing Address of Primary User #1: _____ Address _____ City _____ County _____ State _____ Zip Code _____

Primary User #2
 First Name _____ Middle Name _____ Last Name _____ Iowa DL # or Iowa ID # _____
 (if individual)
 Birth Date _____ Federal Employer Identification # _____
 (if organization)
 Home Side Residence Address of Primary User #2: _____ Address _____ City _____ County _____ State _____ Zip Code _____
 Mailing Address of Primary User #2: _____ Address _____ City _____ County _____ State _____ Zip Code _____

VEHICLE INFORMATION

VIN _____ Year _____ Make _____ Model _____ Type (car, truck, etc.) _____ Style _____ Color _____
 Fuel _____ Cylinders _____ Torque _____ GVWR _____ Dg. Footage _____ Iowa Plate Number (if applicable) _____ Validation Number _____ Validation Year _____
 Purchase Date or Date Brought Into State _____ VIN of traded vehicle (if applicable) _____ Trailer Empty Weight (if applicable) Over 2000lbs 2000lbs or less

SECURITY INTEREST INFORMATION

Give complete statement of security interests (liens) if none, so state

Name	Hold By	Address (Street, City, State, Zip Code)
First Security Interest		Federal Employer Identification # or Social Security # _____
Second Security Interest		Federal Employer Identification # or Social Security # _____
Third Security Interest		Federal Employer Identification # or Social Security # _____

PURCHASE PRICE

Taxable Purchase Price (purchase price less any trade-in) \$ _____
 (check only if applicable)
 I claim exemption from payment of Iowa Use Tax. List Exemption Code _____ (See Page 1)

We certify under penalty of perjury that the foregoing is true and correct*

X _____ Date _____
 Signature of Owner #1

X _____ Date _____
 Signature of Owner #2

I _____ Date _____
 Signature of Owner #3

By _____
 If Firm, Association, Corporation, or Attorney in Fact

Important: We warrant that dates and other information given are correct. Any person who signs a false or fictitious name, makes a false statement or otherwise conceals a fraud upon this application is punishable by prison sentence and possible fine. This application also constitutes an application for refund of excess credit, when applicable.

Yes, I would like to make a voluntary contribution to the anatomical gift public awareness and trust registration fund in the amount of \$ _____

DEALER'S CERTIFICATE OF SALE The vehicle dealer named below as "seller" does hereby certify that the new vehicle described above was sold to the applicant for the following consideration which includes freight, manufacturer's tax, accessories, and other added equipment or services and represents the total delivered price to the purchaser, valued in money whether received in money or otherwise.

Sale Price \$ _____ Date Registration Applied For Card Issued _____
 Less Trade-In \$ _____ If none, so state _____
 Less Non-Taxable Charges (specify) \$ _____ Registration Fee Collected _____
 Less Rebate applied to purchase price of the vehicle \$ _____
 Equal Tax Price \$ _____

We certify under penalty of perjury that the foregoing is true and correct.

Date _____ Dealer Title _____ Dealer's Name _____
 By _____ Authorized Representative & Title _____

IOWA USE TAX EXEMPTIONS

Owner Name _____ VIN _____

If claiming an exemption from payment of Iowa Use Tax, check the appropriate box below and complete any required additional information. Any applicable exemption code must be listed on page 1 of the title application form.

UT01 - Transfer by gift, please explain:

UT02 - Purchaser is one of the following non-profit or government organizations:

<input type="checkbox"/> a. Rehabilitation Facility.	<input type="checkbox"/> b. Rehabilitation Facility for Mentally Retarded Children.
<input type="checkbox"/> c. Care Facility (residential/intermediate for the Mentally Retarded).	<input type="checkbox"/> d. Care Facility (residential) for the Mentally ill.
<input type="checkbox"/> e. Educational Institution (Private, non-profit).	<input type="checkbox"/> f. Free-standing Hospice Facility.
<input type="checkbox"/> g. Government.	<input type="checkbox"/> h. Hospital licensed under Iowa Code Chapter 135B.
<input type="checkbox"/> i. Community Health Center.	<input type="checkbox"/> j. Migrant Health Center.
<input type="checkbox"/> k. Community Mental Health Center.	<input type="checkbox"/> l. Legal Aid Organization.
<input type="checkbox"/> m. Non-profit Private Museum.	<input type="checkbox"/> n. Non-profit Art Center.
<input type="checkbox"/> o. Non-profit Organ Procurement Organization.	

UT03

a. Vehicle transferred from a sole proprietorship or partnership to a corporation or LLC (or vice versa) with the ownership remaining exactly the same and for the purpose of continuing the same business.

b. Corporate Merger - vehicle transferred pursuant to statute to the surviving corporation for no consideration, the merging corporation being dissolved the moment the merger occurs and receiving no benefit from the merger.

Termination date of prior business: _____ Date of creation of new entity: _____

UT04 - Purchased by a licensed dealership for resale. Dealer License #: _____

UT05 - Purchased for rental. Purchaser's sales tax permit #: _____

UT06 - Leased vehicle used solely in interstate commerce.

UT07 - Vehicle registered and/or operated under Iowa Code Section 326 (reciprocity) with gross weight of 13 tons or more and with 25% of the mileage outside of Iowa. Both weight and mileage must be met to be eligible for exemption.

UT08 - Other:

<input type="checkbox"/> a. Manufactured housing or mobile Home.	<input type="checkbox"/> b. Inheritance or court order (e.g.: divorce).
<input type="checkbox"/> c. Vehicle Purchased outside Iowa with no intent to use in Iowa. (A "move-in")	<input type="checkbox"/> d. Homemade vehicle.
<input type="checkbox"/> e. Sales, Use, or Occupational tax paid to another state at time of purchase.	<input type="checkbox"/> f. Name dropped.
<input type="checkbox"/> g. Name added.	<input type="checkbox"/> h. Even trade or down trade.
<input type="checkbox"/> i. Delivered to a resident Native American Indian on the reservation.	<input type="checkbox"/> j. In-Transit title, tax to be paid in title-holder's state of residence.
<input type="checkbox"/> k. Transfer to or from a living or irrevocable trust.	<input type="checkbox"/> l. Other, please explain _____
<input type="checkbox"/> e. Salvage vehicle.	

THE FOLLOWING TO BE COMPLETED IF THE VEHICLE DESCRIBED ON PAGE ONE IS A SPECIALLY CONSTRUCTED OR RECONSTRUCTED MOTOR VEHICLE.

I have inspected the vehicle described upon the reverse side and have determined that the integral component parts are properly identified and that the rightful ownership has been established.

Weight of vehicle _____ Value of vehicle _____ Annual Fee _____

Date _____ Investigator _____
Iowa Department of Transportation

REGISTRATION FEE AND/OR FEE CREDIT CALCULATIONS

	Current Year	*Next Year
1. Full year registration fee of vehicle purchased	\$ _____	\$ _____
2. Remaining unexpired months - prorated percentage	_____ %	100%
3. = New fee (Prorated)	\$ _____ (minimum \$5)	\$ _____
4. Full year registration fee of vehicle sold, traded, or junked	\$ _____	\$ _____
5. Remaining unexpired months - prorated percentage	_____ %	100%
6. = Credit (Unused fees)	\$ _____ None if less than \$10	\$ _____
7. Fee due (Line 3 minus Line 6)	\$ _____	\$ _____
8. Fee due if 14-month registration (add amounts on Line 7)		\$ _____

* Use this column if two months remain and buyer opts to register for an additional year or if buyer paid annual fee on trade-in the month before renewal and traded the same month (17% for current year and 100% for next year)

FTC Safeguards Rule

How to Comply and Tips for Securing Information

The Gramm-Leach-Bliley Act (GLB) requires financial institutions that collect personal information from their customers to safeguard that information. The purpose of the FTC Safeguards Rule, which implements the requirements contained in GLB, is to prevent identity theft. The Safeguards Rule applies to businesses, regardless of their size, that are significantly engaged in providing financial products and services.

Approximately two years ago, another provision of the GLB Act was implemented that applied to the manufactured housing industry. That was the requirement to provide Privacy Notices and opt out information regarding the sharing of personal financial information to customers of retail sales centers and communities that have sales operations. The Safeguards Rule is a second phase of regulation that has been put in place to enhance the privacy and protection of your customer's personal financial information.

MHI has determined that because retail sales centers and communities that have sales operations initiate installment loan contracts and sometimes sell insurance products, they should comply with the FTC Safeguards Rule. Retail sales centers and manufactured home communities that sell homes collect personal financial information from customers that should be safeguarded, such as their names, addresses, phone numbers, bank and credit card numbers, income and credit histories, and social security numbers.

Securing your customers' information is not only the law, but it makes good business sense. When you show customers that you care about the security of their personal information, you increase their level of confidence in your business.

How to Comply

The Safeguards Rule requires financial institutions (i.e. retail sales centers and communities that have sales operations) to develop a written information security plan that describes their program to protect customer information. The plan must be appropriate to the size and complexity of your business and to the nature of the customer information that you collect.

MHI has developed a form you can utilize to develop and document your information security plan. This form, once completed, should be maintained in your company files. The FTC states that as a part of each company's plan, it must:

1. Designate one or more employees to coordinate the safeguards
2. Identify and assess the risks to customer information and evaluate the effectiveness of the current safeguards for controlling these risks.
3. Design and implement a safeguards program and regularly monitor and test it.
4. Take reasonable steps to select and retain service providers that are capable of maintaining appropriate safeguards for the customer information that you must share with them in order to do business. Require the service providers by contract to implement and maintain such safeguards.

5. Evaluate and adjust the program in light of relevant circumstances, including changes in business operations or as a result of testing and monitoring the safeguards.

These requirements are designed to be flexible and your company should implement safeguards that are appropriate to your business.

Tips for Securing Information

When securing information, there are three areas that are particularly important to information security. They are employee management and training, information systems, and managing system failures. The following are some items you should consider implementing in these areas.

Employee Management and Training

The success or failure of your information security plan depends largely on the employee(s) who implement it. You may want to:

- Check references prior to hiring employees who will have access to customer information.
- Ask every new employee to sign an agreement to follow your organization's confidentiality and security standards for handling customer information.
- Train employees to take basic steps to maintain the security, confidentiality and integrity of customer information you collect. Instruct and regularly remind all employees of your business's policy and legal requirement to keep customer information secure and confidential.
- Post reminders about your employees' responsibility for customer information security in areas where such information is stored, such as file rooms.
- Limit access to customer information to employees who have a business reason and need for seeing it.
- Impose disciplinary measures for any breaches to your company's information security plan.

Information Systems

Information systems include network, software design, information processing, storage, transmission, retrieval and disposal. You must maintain security throughout the life cycle

of customer information – from receipt of the information to disposal of the information. Below are some suggestions for securing your information systems:

- Store records in a secure area. Make sure only authorized employees have access to the area. For example:
 - Store paper records in a room, cabinet, or other container that is locked when unattended.
 - Ensure that storage areas are protected against destruction or potential damage from physical hazards such as fire or floods.
 - Store electronic customer information on a secure server that is accessible only with a password, or has other security protections and is kept in a physically secure area.
 - Don't store sensitive customer data on a computer with an Internet connection.
 - Maintain secure backup media and keep archived data secure, for example, by storing off-line or in a physically secure area.
- You might consider creating a fake record in your customer database by entering the name, address and credit card information of one of your employees. This “seeded” record can help you detect improper use of customer information. An unauthorized mailing or use of the credit card might alert you to a breach in the security of your customer information.
- When disposing of customer information, do it in a secure manner. For Example:
 - Shred customer information that is recorded on paper and store it in a secure area until a recycling or trash service picks it up.
 - Erase all data when disposing of computers, diskettes, magnetic tapes, CDs, hard drives or any other type of electronic media that contains customer information.
 - Effectively destroy the hardware
 - Promptly dispose of outdated customer information.

Managing System Failures

Effective security management includes the prevention, detection and response to attacks, intrusions or other system failures. Consider the following suggestions:

- Maintain up-to-date and appropriate programs and controls by:
 - Following a written contingency plan to address any breaches of your physical, administrative or technical safeguards.
 - Checking with software vendors regularly to obtain and install patches that resolve software vulnerabilities.
 - Maintaining up-to-date firewalls, particularly if you use broadband Internet access or allow employees to connect to your network from home or other off-site locations
 - Providing central management of security tools for your employees and passing along updates about any security risks or breaches.
- Take steps to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure. For example, back up all customer data regularly.
- Maintain systems and procedures to ensure that access to nonpublic consumer information is granted only to legitimate and valid users.
- Notify customers promptly if their nonpublic personal information is subject to loss, damage or unauthorized access.

FTC Safeguards Rule Compliance

Step 1	Designate one or more employees to coordinate an information security plan for your customer's personal information that you collect such as their names, addresses, phone numbers, bank and credit card numbers, etc.	
Name(s) of Employee(s):		
Step 2	Identify and assess the risks of customer information being misused or accessed through criminal actions. Evaluate the effectiveness of your company's current business practices for controlling these risks.	
	Risks to Customer Information	Current Safeguards in Place
	Example: Customer information is stored on office computer	Example: Computer is password protected and password is not recorded anywhere in the office. Password is changed monthly.
	Example: Customer information is stored in a file cabinet	Example: None
	1.	1.
	2.	2.
	3.	3.
	4.	4.
	5.	5.
	6.	6.
	7.	7.
Step 3	Design and implement an information security plan. Put your Safeguards security plan in writing. Do this by looking at the items listed above. How will you protect this information under your company's new information security plan? Take reasonable steps to select and retain service providers that are capable of maintaining appropriate safeguards for customer information and require them, by contract, to implement and maintain such safeguards.	
	Risks to Customer Information	Safeguards
	Example: Customer information is stored on office computer	Example: Current practice is sufficient to safeguard customer information. This practice will continue.
	Example: Customer information is stored in a file cabinet	Example: Locking file cabinets will be purchased and office manager will take keys home each evening. Paper documents containing consumer information will be shredded prior to disposal.
	Example: Customer information is shared with some of our vendors and service providers	Example: Vendors and service providers sign a form stating that they have company safeguards in place to protect the customer information given to them.
	1.	1
	2.	2.
	3.	3.
	4.	4.
	2	

Step 4	Evaluate and monitor the information security plan on a regular schedule and enter the dates below. Make changes or updates needed as a result of monitoring and testing. As your business operations change, re-evaluate your information security plan to ensure that it is still valid for the way you conduct business.	
Mo./day/yr.	Document Findings and Make Note of Changes or Updates to Your Information Security Plan	
Example: 03/08/04	Example: Upon evaluation of the information security plan it was noted that after computers are logged onto at the opening of business, the computer is sometimes left unattended and running. Therefore, a password-protected screensaver was added to the computer.	
Step 5	Train employees to take basic steps to maintain the security, confidentiality and integrity of customer information. Include information on locking files, the use of passwords on computers and recognizing fraudulent attempts to obtain customer information.	
Date	Employees Trained	Training on Information Security Plan – Areas Covered

CONSUMER DISCLOSURE CONCERNING THE PURCHASE OF A MANUFACTURED HOME

In compliance with 24 Code of Federal Regulations Part 3286, the following information is important for you to understand:

- Since Iowa is a state that has its own installation program which is in compliance with federal regulations, your manufactured home must be installed to meet all state requirements for the placement of manufactured homes.
- You are also advised that there may be additional local requirements for the placement of this manufactured home.
- Additional information about the installation of your manufactured home is available from sales personnel of our retail operation and information about the federal requirements of installation can be found in part 3286 of Title 24 of the Code of Federal Regulations as well as from the Department of Housing and Urban Development and from the Iowa Building Code Commissioner.
- You are advised that compliance with any additional federal, state, or local requirements, including inspection costs, may involve additional costs to you.
- It is also recommended that, if your home is not a new manufactured home, but is being installed in a new location, you should have your home inspected after it is set up. The reason for this advice is to make sure that your home has not been damaged in transit and is properly installed.
- Iowa does not have a dispute resolution program. The U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program is available to resolve disputes among manufacturers, retailers, consumers, or installers concerning defects in manufactured homes. For additional information about these programs, see sections titled “Dispute Resolution Process” and “Additional Information—HUD Manufactured Home Dispute Resolution Program” in the Consumer Manual required to be provided to the purchaser. These programs are not warranty programs and do not replace the manufacturer’s, or any other person’s, warranty program.
- The manufactured housing industry in Iowa is regulated by the Iowa Building Code Commissioner. The commissioner’s office is a division of the Iowa Department of Public Safety, 215 E. 7th Street, Des Moines, Iowa 50319. The phone number is 515-725-6145.

Retailer Name: _____

Retailer Signature _____

Purchaser’s Name _____

Purchaser’s Signature _____

Date: _____



IOWA BUILDING CODE BUREAU
NOTICE OF INTENT TO INSTALL MANUFACTURED HOME

INSTALLER INFORMATION

Name: _____ Installer Certification # _____
Address: _____
City, State, Zip: _____

HOME INFORMATION

Address: _____
City, State, Zip: _____
Intended Date of Installation: _____
Make: _____ Size: _____ Year: _____
Serial # _____
HUD Label #1 _____ HUD Label #2 _____

This notice is being submitted to comply with Iowa Administrative Code 661-374.10(2) which requires the following:
Any person planning to install a manufactured home shall notify the building code bureau of the person's intent to install a home at least three (3) business days prior to the date of installation.

SUBMITAL INFORMATION

Mail Completed Form to
Iowa Building Code Bureau
215 E 7th
Des Moines IA, 50319
Or
Fax # 515-725-6140
Or
E-Mail mhinfo@dps.state.ia.us



IOWA MANUFACTURED HOME INSTALLATION CERTIFICATE FIRST TIME INSTALLATION OF NEW HOME

This certificate warrants that this manufactured home has been installed in accordance with the Iowa State Building Code, including current revisions, and all local ordinances which apply.

HOME INFORMATION

VIN # from Title: _____ MFRS Serial #: _____
Manufacturer Make and Model: _____
Seal Number (HUD): _____ Size: _____
Name of Home Owner: _____
Address of Installation: _____ City: _____

INSTALLER INFORMATION

Installer Business Name: _____
Installer Business Address: _____
Iowa Installation Seal #: _____ Installer Certification #: _____
Name of Retailer: _____
Name of Manufacturer: _____
Date of Installation: _____
Installers Signature: _____

SUPPORT SYSTEM AND ANCHORAGE SYSTEM

Please check boxes applicable to the installation of this unit.

- With support and anchorage as recommended by the manufacturer and required by federal manufactured home construction and safety standards, 24 CFR Section 3280.306(b), as published April 1, 2004, or
- With support and anchorage as recommended by the manufacturer and as required in accordance with the following: 24 CFR Part 3285—Model Manufactured Home Installation Standards as published October 19, 2007; or
- With a support and anchorage system designed by a Iowa licensed professional engineer; which meets or exceeds the requirements of 24 CFR Part 3285. IA Professional Engineer License # _____

* NOTE This form must be filled out completely and returned to the address below

DISTRIBUTION OF INSTALLATION CERTIFICATE:

Owner-Original
Building Code Bureau -Copy
Installer- Copy

Submit to
Building Code Bureau
215 East 7th Street
Des Moines, IA 50319

Revised May 1 2009

**IOWA MANUFACTURED HOME
INSTALLATION CERTIFICATE
HOME RESETS**

This certificate warrants that this manufactured home has been installed in accordance with the Iowa State Building Code, including current revisions, and all local ordinances which apply.

INSTALLATION INFORMATION

This portion of the form must be completed prior to setup of the home.

If the home is being installed pursuant to IAC 661-322.11(2) and does not have frost protected footings, the owner and installer must read and acknowledge by signature the following statement. This option is not available for first time setups.

I understand that by installing this home without frost protected footings that this home may be subject to adverse affects from frost heave that could potentially damage the home. I also understand that this could void my warranty if any is still in place on the home.

Note: The following Iowa code sections have requirements that may affect the installation of homes: sections 414.28 and 335.30

OWNER SIGNATURE: _____ DATE: _____

INSTALLER SIGNATURE: _____ DATE: _____

HOME INFORMATION

VIN #Title: _____ MFRS Serial #: _____
Manufacturer Make and Model: _____
Seal Number (HUD): _____ Size: _____
Name of Home Owner: _____
Address of Installation: _____

INSTALLER INFORMATION

Date of Installation: _____
Installer Business Name: _____
Installer Business Address: _____
Iowa Installation Seal #: _____ Installer Certification #: _____
Name of Retailer: _____
Name of Manufacturer: _____
Installer Signature: _____

SUPPORT SYSTEM AND ANCHORAGE SYSTEM

Please check boxes applicable to the installation of this unit.

- HUD Model Manufactured Home Installation Standards as published October 19, 2007
- Manufacturer's Recommendation
- Engineered System. IA Licensed Professional Engineer License # _____
- Subrules IAC 322.11(3) & 322(4) Requirements for support and anchorage systems.

* NOTE This form must be filled out completely and returned to the address below

DISTRIBUTION OF INSTALLATION CERTIFICATE:

Original – Owner's Copy
Building Code Bureau -Copy
Installer- Copy

Submit to
Building Code Bureau
215 East 7th Street
Des Moines, IA 50319

Revised May 1 2009