



**DWELLING UNIT RENTAL AGREEMENT
(Residential Lease)**

IT IS AGREED, by and between Dubuque Arboretum Association, Inc. d/b/a Dubuque Arboretum and Botanical Gardens, Landlord, and XXX, Tenant:

That Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Dubuque County, Iowa, to-wit:

The original farmhouse and yard of Mac Marshall (i.e. the "Caretakers' Residence") located on the premises of the Dubuque Arboretum and Botanical Gardens, 3800 Arboretum Drive, Dubuque, IA 52001,

hereinafter referred to as the "dwelling unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Rental Agreement shall be from _____, to and including _____. The Rental Agreement shall automatically renew and continue thereafter on a year-to-year basis subject to the terms and conditions herein. Either party shall have the right to terminate this Rental Agreement for any reason upon ninety (90) days' written notice to the other party.
2. **RENT.** Tenant agrees to pay to Landlord, as rental for said term, as follows: \$0.00 per month (i.e., Tenant shall not pay Rent for the Caretakers' Residence). In lieu of Rent, Tenant shall perform certain duties and responsibilities for the benefit of Landlord as described in the Caretaker Job Description and Caretaker Duty Weekly Checklist (which may be amended from time to time in Landlord's discretion), which are attached hereto as Addendum A and incorporated by this reference herein.
3. **DEPOSIT SECURITY.** At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in trust the sum of \$0.00 (i.e., Tenant shall not pay any security deposit to Landlord).
4. **USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.
5. **UTILITIES.** Utilities shall be furnished and paid for by the party indicated on the following:

Electricity	Tenant
Gas	Tenant
Water	Landlord
Garbage/Dumpster	Landlord
Other	_____

6. **UTILITY RATES.** Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those

to be paid by Tenant directly to the utility company furnishing service.

7. MANAGER. Jenna Hirtz, Executive Director of the Dubuque Arboretum and Botanical Gardens, whose address is 3800 Arboretum Drive, Dubuque, IA 52001, is the person designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

8. MAINTENANCE BY LANDLORD. Landlord shall:

- (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 dwelling unit in a fit and habitable condition.
- (c) Keep all common areas of the premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a tenant in the common areas of the premises used by Tenant.
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.
- (e) Provide and maintain appropriate receptacles and conveniences (i.e. dumpster), accessible to Tenant, 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 Tenant and supplied by direct utility connection.
- (g) If the dwelling unit is a single family residence, it is understood and agreed that Tenant shall perform the Landlord's duties specified in Paragraphs (e) and (f) above, and shall also make whatever repairs, alterations and remodeling, and perform whatever maintenance tasks, as may be specified on an addendum, which shall be attached hereto, and signed by the parties.

9. MAINTENANCE BY TENANT. Tenant shall:

- (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 Tenant occupies and uses as clean and safe as the condition of the premises permit.
- (c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (d) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
- (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful

enjoyment of the premises.

(h) In addition, if the dwelling unit is other than a single family residence, Tenant shall perform those repairs, maintenance tasks, alterations or remodeling as shall be specified in a separate writing signed by the parties and supported by adequate consideration; and Landlord shall not treat performance of such separate agreement as a condition to an obligation or a performance of this Rental Agreement.

- 10. RULES.** All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant, including those contained in Addendum A hereto. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.
- 11. ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.
- 12. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord.
- 13. FIXTURES AND IMPROVEMENTS.** Tenant 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 Tenant, without any payment therefor. Tenant shall make no structural alterations without Landlord's written consent.
- 14. FIRE OR CASUALTY DAMAGE.** If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling until rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.
- 15. TENANT FAILURE TO PERFORM DUTIES AND RESPONSIBILITIES.** In addition to Landlord's other remedies provided by law, and without prejudice thereto, if Tenant fails to perform its required duties and responsibilities as described in Addendum A hereto, as determined by Landlord in its reasonable discretion, and Tenant fails to remedy any such failure within thirty (30) days after notice by Landlord, then Landlord may terminate this Rental Agreement upon ninety (90) days' written notice to Tenant.
- 16. PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in

Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.

17. NOTICES. Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways pursuant to the Iowa Uniform Residential Landlord and Tenant Act: Landlord shall serve notice on Tenant by one or more of the following methods, except as provided in Iowa Code Section 562A.29A:

1. Hand delivery to Tenant.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Mailing by both regular mail and certified mail to the address of the dwelling unit or to an address provided by Tenant for mailing.
5. Posting on the primary entrance door of the dwelling unit.
6. A method of providing notice that results in the notice actually being received by Tenant.

Tenant shall serve notice on Landlord by one or more of the following methods:

1. Hand delivery to Landlord or Landlord's agent.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's agent.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Delivery to an employee or agent of Landlord at Landlord's business office.
5. Mailing by both regular mail and certified mail to the address of Landlord's business office or to an address designated by Landlord for mailing.
6. A method providing notice that results in the notice actually being received by Landlord.

For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises. Notice served by mail is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice. (Note: a three day Notice to Quit is governed by Iowa Code Section 562A.27).

18. CONSTRUCTION. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

19. ENTIRE AGREEMENT. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

20. LEAD-BASED PAINT. If the dwelling unit was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet

Protect Your Family From Lead in Your Home.

- 21. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.
- 22. TERMINATION.** In addition to the termination rights under this Rental Agreement, Landlord and Tenant may terminate this Rental Agreement as provided by the Iowa Uniform Residential Landlord and Tenant Act or as otherwise provided by law. Either party shall have the right to terminate this Rental Agreement for any reason upon ninety (90) days’ written notice to the other party.
- 23. COMPLIANCE WITH LAW; PARTIAL INVALIDITY.** Nothing contained in this Rental Agreement shall be construed as waiving any of Landlord’s or Tenant’s rights under the law. In all respects, the terms and provisions of this Rental Agreement are to be construed to comply with all requirements of the Iowa Uniform Residential Landlord and Tenant Act (IURLTA) and all applicable laws. If any term or provision of this Rental Agreement is determined to be invalid pursuant to IURLTA or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Rental Agreement shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Rental Agreement or affect the validity or enforceability of any other provision of this Rental Agreement. Any term of this Rental 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.
- 24. RENTER'S INSURANCE.** Tenant is advised and understands that the personal property of Tenant is not insured by the Landlord against any damage or loss. Tenant is advised to procure renter’s insurance to protect the Tenant’s property and for liability claims.
- 25. SMOKE DETECTORS.** Tenant shall inspect the smoke detectors within three (3) days after taking possession of the dwelling unit. If such detector(s) are not working, Tenant shall notify Landlord promptly. Tenant shall be responsible for keeping smoke detector(s) in working order and with working batteries. Tenant shall not disable or alter such detectors.
- 26. SMOKING.** There shall be no smoking or vaping anywhere within the dwelling unit and any common areas. Tenant shall not permit any occupant, guest or invitee to violate this provision.
- 27. ADDITIONAL PROVISIONS.** See Addendum A hereto.

Dated: _____

Dubuque Arboretum Association, Inc.,
Landlord

By: Jenna Hirtz, Executive Director

XXX, Tenant

XXX, Tenant

Dubuque Arboretum & Botanical Garden (DABG): Caretaker Duties

Reports to: Executive Director

In exchange for the benefit of residing in the “Caretakers House” addressed at 3850 Arboretum Drive the following duties and responsibilities will be performed:

1. The Caretakers will advise the Executive Director of any unsafe conditions or items of disrepair on the grounds. Whenever possible, the Caretakers will correct and advise.
2. The Caretakers will obtain a current schedule of activities and will be aware of all public activities on the grounds and buildings.
3. The Caretakers will be helpful and friendly to all volunteers, members, and visitors.
4. Daily – open the gate at 7:00 a.m. and close the gate at dusk or later for special events.
5. Daily turn on and off the alarm in the Visitor Center and other maintenance buildings.
6. At dusk inform visitors that the grounds are closing. Notify the police of non-compliance.
7. Report any unusual activity to the Executive Director.
8. Inform the Executive Director when on leave and who will be fulfilling Caretaker duties in the meantime (staff member, volunteer, family member, or a mixture).
9. *Weddings:
 - a. Responsible for the placement, clean-up, and movement of chairs for weddings between the designated locations and the rain location (as needed).
 - b. Wipe down wedding chairs during the occurrence of rain.
 - c. Ensure the wedding chairs are clean and in good condition. Inform the Executive Director when a chair or table replacement is needed.
 - d. Turn on power to the Packard Pavilion and give guests access to the chairs/tables (if approved).
 - e. Assist the wedding party if needed.

*To complete this duty, it is ideal if the caretaker has experience using heavy equipment such as a tractor which is needed to drive the chairs to each of the wedding locations. If this skillset is not currently held, it will need to be taught.

10. Fuel all gasoline-powered equipment weekly or as needed (except lawnmowers).
11. Ensure responsibility for the security of DABG grounds, equipment, and buildings.
12. Set out caution cones to prevent parking or use of roads when required.
13. Install and pull road stakes each year for snow removal.
14. Properly care for the home, garage, and yard at 3850 Arboretum Drive.
15. Clean-up days are coordinated by the Volunteer Coordinator and the Grounds Supervisor. Provide availability as needed for tasks as assigned. Clean-up days consist of two days in April and two days in October.
16. Children’s Spring Party, third Sunday in May (typically):
 - a. Assist with set-up/tear-down of the event.
 - b. Any other duties as assigned.
17. Sundaes in the Garden, first Sunday in August (typically):
 - a. Assist with set-up/tear-down of the event.

Dubuque Arboretum & Botanical Garden (DABG): Caretaker Duties

- b. Any other duties as assigned.
- 18. Concerts – Music in the Gardens (every Sunday June-August):
 - a. Hang supporter, sponsor, and vendor banners.
 - b. Add additional trash cans.
 - c. Block off areas for the food vendors.
 - d. Be the direct contact for the bands to provide them with what they need (access to electricity, access to the sound equipment, etc.)
- 19. The caretakers will assist with garbage/recycling removal for the Visitor Center and the grounds.
- 20. Assist with snow removal in the entryways of the maintenance buildings, Visitor Center, and between the walking paths between the berms in the Visitor Center parking lot.
- 21. Contact the appropriate officials and the Executive Director of any emergencies that occur on the grounds.

A review and discussion of Caretaker Duties and the relationship between both parties will take place yearly between the Caretakers and the Executive Director.

I understand the Caretaker Duties listed in this document are subject to change and items may be added or removed as deemed appropriate by the Executive Director. I agree that I will perform the duties listed in this document as an agreement to live in the Caretaker Home listed at 3850 Arboretum Drive.

Caretaker #1 and Date

Caretaker #2 and Date

Executive Director and Date