

**562A.11 Prohibited provisions in rental agreements.**

1. A rental agreement shall not provide that the tenant or landlord does any of the following:

a. Agrees to waive or to forego rights or remedies under [this chapter](#) provided that this restriction shall not apply to rental agreements covering single family residences on land assessed as agricultural land and located in an unincorporated area.

b. Authorizes a person to confess judgment on a claim arising out of the rental agreement.

c. Agrees to pay the other party's attorney fees.

d. Agrees to the exculpation or limitation of any liability of the other party arising under law or to indemnify the other party for that liability or the associated costs.

2. If the landlord receives rental assistance payments under a rental assistance agreement administered by the United States department of agriculture under the multifamily housing rental assistance program under Tit. V of the federal Housing Act of 1949, Pub. L. No. 81-171, or receives housing assistance payments under a housing assistance payment contract administered by the United States department of housing and urban development under the housing choice voucher program, the new construction program, the substantial rehabilitation program, or the moderate rehabilitation program under section 8 of the United States Housing Act of 1937, Pub. L. No. 75-412, a rental agreement shall not contain a provision or impose a rule that requires a person to agree, as a condition of tenancy, to a prohibition or restriction on the lawful ownership, use, or possession of a firearm, a firearm component, or ammunition within the tenant's specific rental unit. A landlord may impose reasonable restrictions related to the possession, use, or transportation of a firearm, a firearm component, or ammunition within common areas as long as those restrictions do not circumvent the purpose of [this subsection](#). A tenant shall exercise reasonable care in the storage of a firearm, a firearm component, or ammunition. [This subsection](#) does not apply to any prohibition or restriction that is required by federal or state law, rule, or regulation.

3. A provision prohibited by [this section](#) included in a rental agreement is unenforceable. If a landlord willfully uses a rental agreement containing provisions known by the landlord to be prohibited, a tenant may recover actual damages sustained by the tenant and not more than three months' periodic rent and reasonable attorney fees.

[C79, 81, §562A.11]

[2021 Acts, ch 35, §22](#)

Referred to in [§562A.16](#)

Section amended and editorially internally renumbered