

562B.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](#).
- b. Agrees to pay the other party's attorney fees.
- c. 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 costs connected therewith.
- d. Agrees to a designated agent for the sale of tenant's mobile home.
- e. Agrees to modify the mobile home, manufactured home, or modular home in a way that would substantially impair the ability of the tenant to move the home from the mobile home space, unless such modification is required by federal law, including but not limited to the model manufactured home installation standards, [24 C.F.R. pt. 3285](#), the manufactured home construction and safety standards, [24 C.F.R. pt. 3280](#), or the manufactured home procedural and enforcement regulations, [24 C.F.R. pt. 3282](#), or by state or local law, the manufacturer's installation instructions, any requirement arising from the landlord's financing of the home or of the mobile home park or manufactured home community in which the home is located, or unless such modification is otherwise necessary for the safe and proper installation of the home.

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 or tenant knowingly uses a rental agreement containing provisions known to be prohibited by [this chapter](#), the other party may recover actual damages sustained.

4. Nothing in [this chapter](#) shall prohibit a rental agreement from requiring a tenant to maintain liability insurance which names the landlord as an insured as relates to the mobile home space rented by the tenant.

[C79, 81, §562B.11]

[2013 Acts, ch 30, §179](#); [2021 Acts, ch 35, §25, 26](#); [2022 Acts, ch 1070, §12](#)

Referred to in [§562B.17](#)