OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

RESIDENTIAL LEASE

CONTRACT DOCUMENTS. The contract is defined as this document with the following attachment(s): (check as applicable)

_____ Broker Services Disclosure
_____ Flood Notification, if applicable
_____ Landlord's and Tenant's You Need to Know
_____ Lead-Based Paint Disclosure and Brochure
_____ Move In/Move Out Inspection
_____ Tenancy Guidelines
_____ Residential Landlord/Tenant Act
_____ _____

Owner_____

Tenant(s) _____(the "Tenant")

Owner's Broker _____, a licensed real estate broker

Property_____City_____State_____Zip_____

Legal Description: _____

In consideration of their mutual agreement to the following terms, conditions, and covenants, the Owner/Owner's Broker leases to Tenant and Tenant leases from Owner/Owner's Broker the above described Premises.

TERMS, CONDITIONS AND COVENANTS

1. **TERM.** This Lease commences on_____("Commencement Date") and expires on _____ ("Expiration Date"). Any extension of the "Expiration Date" must be mutually agreed upon in writing prior to the "Expiration Date." Tenant agrees to give Owner/Owner's Broker written notice of intent to vacate the property, or request to extend the lease, at least thirty (30) days, but no more than forty-five (45) days prior to the "Expiration Date" (Servicemembers Civil Relief Act (SCRA) requires that a military service member be able to terminate certain lease agreements, see the You Need to Know Lease Pamphlet for additional information).

2. **RENT.** Rental Rate shall be $_____ per month and is payable in advance on the first day of each and every calendar month and shall be paid to_____

   Address: _____.

   Prorated rent for _____ days at $_____ per day equals $_____and is payable on or before _____.

   A. **Late Payment of Rent Fee.** Any rent payment that is not received by Owner/Owner's Broker by 11:59 p.m. on the _____ day of the month it is due will be assessed a late fee of _____. Total amount of late rent and late fee is to be paid by money order, cashier's check or other certified funds.

   B. **Deductions from Rent.** Deductions made from rent without written permission from Owner/Owner's Broker will be considered as unpaid rent and will subject Tenant to a late fee.

   C. **Dishonored Checks.** In the event that Tenant's check is returned by the bank for any reason (insufficient funds, stopped payment, etc.), **Tenant agrees:**

      1) To replace the returned check with certified funds within twenty-four (24) hours. Dishonored checks will not be re-deposited.

      2) To include payment of $_____ dishonored check charge with the replacement certified funds along with applicable late charges.

      3) If Tenant has a second dishonored check, Tenant shall pay all further rents with cashier's check or money order.

   D. **Five Day Notice to Evict.** In the case of non-payment of rent or tendering a dishonored check, a five-day (5) notice to "move or suffer eviction" shall be given as allowed by law.

3. **SECURITY DEPOSIT.** Tenant shall deposit with Owner/Owner's Broker a Security Deposit in the amount of _____ ($_____) upon execution of this Agreement. This Security Deposit shall secure the performance of Tenant's obligations hereunder including leaving the Premises in the same condition as they were received, normal wear and tear excepted. Tenant shall provide Owner/Owner's Broker a written list of defects and/or items in need of repair within two (2) weeks after occupancy. Owner/Owner's Broker may, but shall not

be obligated to apply the security deposit or any portion thereof to Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant within thirty (30) days of both the Tenant giving written request for the return of the deposit and the Tenant giving possession of the Premises to the Owner/Owner's Broker. Tenant shall **NOT** have the right to apply the Security Deposit for payment of rent. If any money is withheld from the deposit, the Owner/Owner's Broker shall provide Tenant with an itemized list of expenses withheld. Owner/Owner's Broker shall deposit the Security Deposit in an FDIC insured escrow account. The account may bear interest, which shall be payable to Owner/Owner's Broker in consideration of the cost and burden of maintaining the escrow account.

4. **POSSESSION OF PREMISES.** Tenant acknowledges that the statements and material representations made on Tenant's signed application, which is hereby incorporated by reference, have been relied upon by Owner/Owner's Broker, the falsity of which, in whole or in part, shall constitute a breach of this lease entitling Owner/Owner's Broker at Owner's/Owner's Broker's option, to terminate the lease and repossess the premises. This lease is further conditioned upon Owner/Owner's Broker securing possession of the premises from the existing Tenant, if any, by the commencement date hereof. In the event Owner or Owner's Broker is unable to deliver possession of the premises to Tenant for any reason, including, but not limited to, failure of previous Tenant to vacate Premises or partial or complete destruction of the Premises, Tenant shall have the right to terminate this Agreement. In this event, Owner's or Owner's Broker's liability shall be limited to the return of all sums previously paid by Tenant to Owner/Owner's Broker except application processing fee, if any.

5. **LEGAL USE.** Tenant shall use the Leased Premises only for residential purposes and for no other purpose. Operating a business, including daycare, from this Property is prohibited. Tenant shall not use, nor permit the use of anything in the Leased Premises (i) which would violate any of the agreements in this Lease, (ii) for any unlawful purpose or in any unlawful manner, or (iii) that would substantially increase cost of the Landlord's insurance. Tenant shall comply with City Code and Ordinances, City, State and Federal Regulations and Laws. Tenant shall pay any cost incurred by Owner/Owner's Broker due to Tenant's violation of the Code, Regulations, Ordinances and Laws and Tenant's violation shall constitute a breach of this Lease Agreement.

6. **NON-SMOKING.** Tenant agrees that smoking in the premises is not permitted and should smoke damage occur due to Tenant, Tenant's employees, or Tenant's visitors smoking within the dwelling, Tenant agrees to pay the cost of having premises painted, walls washed, interior deodorized and carpets and draperies professionally cleaned, and any other cost to repair smoke damage. **If, after move in, smoking occurs without written permission of the Owner/Owner's Broker, an eviction notice may be issued.**

7. **PETS.** Tenant shall not keep pets of any kind (except trained service dogs) on the Premises without prior permission from the Owner/Owner's Broker. If permission is granted, Tenant agrees to pay the cost of having the Premises treated, if needed, by a professional exterminator and carpets professionally cleaned at the termination of occupancy, and Tenant agrees to maintain the pet on the Premises only so long as permitted by Owner/Owner's Broker. **If, after move-in, a pet is acquired without written permission of Owner/Owner's Broker an eviction notice may be issued.**

8. **UTILITIES.** Unless paid by Owner utilities must be in Tenant's name on the Lease "Commencement Date." Utilities shall not be turned off until the Tenant has notified Owner/Owner's Broker of move out date, vacated the property, turned in the keys and has fulfilled all obligations of this Lease Agreement.

9. **OCCUPANTS.** Premises shall be occupied only by the persons listed below. Occupancy by anyone other than those listed for more than fourteen (14) consecutive nights shall constitute a breach of this Agreement unless prior consent is given in writing by Owner/Owner's Broker: _____

   In Case of Emergency or Death (pursuant to Title 41 O.S. §130.1A) notification is to be made to:

   Name/Relationship: _____ Phone: _____

   Name/Relationship: _____ Phone: _____

10. **MAINTENANCE.**
    A. Owner agrees to maintain the dwelling, all appliances furnished, mechanical equipment, plumbing and electrical facilities in or on the Premises at the commencement of this Lease.

       Exceptions: _____

    B. Tenant agrees to be responsible for repairs needed due to misuse.
    C. Tenant agrees to notify Owner/Owner's Broker promptly in the event repairs are needed.
    D. Unless otherwise agreed to in writing, tenant agrees to keep and maintain the property in good condition to include all yard maintenance.

11. **ALTERATIONS AND REPAIRS.** Except in the event of an emergency, no repairs, decorating or alterations shall be done by Tenant without Owner's/Owner's Broker's prior written consent. Tenant shall notify Owner/Owner's Broker in writing of any repairs or alterations contemplated. Tenant shall hold Owner and Owner's Broker harmless as to any mechanic's lien recordation or proceeding caused by Tenant and Tenant agrees to indemnify Owner and Owner's Broker in the event of any claim or proceeding. Tenant agrees that all improvements installed in and on the Premises, including landscaping (bushes, shrubs, ground cover, trees, and flowers) shall, at the option of Owner/Owner's Broker, remain with the Premises upon termination of the Lease at no cost to Owner or Owner's Broker.

12. **APPLICATION OF FUNDS.** Money paid by Tenant shall be applied in the following order:
    - **A.** Maintenance charges due in accordance with the Owner/Owner's Broker Tenancy Guidelines;
    - **B.** Late charges, dishonored check charges, or trip charges;
    - **C.** Past due utilities;
    - **D.** Unpaid security deposits;
    - **E.** Attorney fees, Processor fees, and Court Costs;
    - **F.** Past due rent, oldest month to newest;
    - **G.** Current rent.

13. **HOMEOWNER'S ASSOCIATION.** The Tenant agrees to read and abide by the Homeowner's Association Rules and Regulations. Tenant agrees to pay, upon demand, any fines levied upon Owner for Tenant's violation of the association rules and regulations. Tenant is responsible for maintaining working light bulbs in front/rear porch and carport light fixtures.

14. **ASSIGNMENT AND SUBLETTING**. No portion of the Premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Tenant, at the option of the Owner, shall be a breach of this Agreement.

15. **INSURANCE.** All personal property located on or stored in the Premises shall be kept and stored at Tenant's sole risk and Tenant shall indemnify and hold harmless Owner and Owner's Broker from and against any loss or damage to said property arising from any cause whatsoever. **Further, Tenant is responsible for obtaining Tenant's own insurance to cover Tenant's personal property and liability as Owner shall only carry insurance on the dwelling.**

16. **INVENTORY.** The items checked below are included in the dwelling unit:

    ☐ Refrigerator ☐ Carpet ☐ Range ☐ Oven ☐ Disposal ☐ Dishwasher ☐ Window Coverings ☐Washer

    ☐ Dryer ☐ Microwave ☐ Overhead Garage Door Remote ☐ Ceiling Fan ☐ Window Air Conditioning Unit

    Other items included, if any_____

17. **OWNER OR OWNER'S BROKER RIGHT OF ENTRY AND INSPECTION.** Owner and Owner's Broker, shall have the right to enter the Premises and tenant agrees to allow entry to workman, contractors or other authorized persons in cases of emergency and to make necessary or agreed repairs, or service.

    Owner or Owner's Broker shall also have the right to show the Premises: a) to prospective purchasers during the term of this agreement b) to representatives of mortgage lenders and appraisers c) or upon written notice by either Owner or Tenant that this agreement will not be extended beyond the expiration date the Owner or Owner's Broker shall have the right to market the property, including placing a sign on the property, place media advertising, and have access to show the interior/exterior of the property to prospective tenants.

    Failure of the tenant to allow the showing of the property after notice shall result in a charge equal to one months rent which may be retained from funds held for Security Deposit.

    Except in cases of emergency entry shall be made only during normal business hours, and not less than one (1) day prior notice shall be given to Tenant.

    Notwithstanding the provisions of Paragraph 21 below, for the purpose of entry and inspection, notice may be posted on the Premises.

18. **ATTORNEY'S FEES.** In the event legal action or proceeding is brought by either party to enforce any part of this Lease Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs to be set upon application to the court.

19. NOTICE. Notice to Owner may be served to Owner's Broker at the following address:_____ _____. Owner's Broker is authorized to accept legal service on behalf of Owner. Any notice provided for or permitted by this Lease to be given by one party to the other, may be given sufficiently for all purposes in writing, mailed as certified United States mail, postage prepaid, addressed to Owner's Broker (or Tenant) to be notified at Owner's Broker's (or Tenant's) address as set forth herein in writing, or delivered personally to Owner's Broker (or Tenant), and shall be deemed conclusively to have been given on the date of the mailing or personal delivery.

20. SURRENDER. Tenant agrees that upon vacating the premises to surrender the Premises and all fixtures and equipment of Owner therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall at the time of vacating the premises, thoroughly clean the Premises, including, but not limited to, all appliances, removal of all trash from the Premises and shall pay for the cost of Owner/Owner's Broker having the carpet professionally cleaned. Further, upon vacating the Property, Tenant shall secure the property and immediately deliver all keys and garage door openers, if any, to Owner/Owner's Broker as set out in Paragraph 12 of this Lease. If the cleaning and removal of trash is not accomplished by Tenant, action deemed necessary by Owner/Owner's Broker to accomplish same may be taken by Owner/Owner's Broker at Tenant's expense. If Tenant fails to secure the Property and return all keys and garage door openers (if any), Tenant agrees to pay any cost incurred by the Owner/Owner's Broker to secure the Property including any repairs for damage to the Property as the result of the Tenant's failure to secure the Property, and/or replace keys, locks and garage door openers.

21. BREACH OF CONTRACT. In the event of default by any Tenant, each and every remaining signatory shall be liable for timely payment of rent and shall be bound by all the terms, conditions and covenants of this Lease Agreement whether or not in actual possession of the Premises. Should Tenant neglect or fail to perform and observe any of the terms of this Lease, Owner/Owner's Broker shall give Tenant written notice of the breach, delivered to Tenant personally or mailed by certified mail, requiring the Tenant to immediately remedy the breach or vacate the Premises on or before a date at least fifteen (15) days after date of the notice (except in the event the breach is for failure to pay rent in which case the five (5) day statutory notice shall apply). If Tenant fails to comply with the notice, the Owner/Owner's Broker may declare this Lease terminated and institute action to evict Tenant from the premises without limiting the liability of Tenant for rent due or to become due under this Lease. In the event of a breach of this Agreement or eviction of Tenant for breach of this Agreement, Tenant agrees to pay Owner/Owner's Broker for all losses incurred as the result of the breach and/or eviction, including, but not limited to attorney's fees, late fees, rent, advertising costs, cleaning, painting, repairs, landscaping, etc., and re-letting expense of _____% of one month's rent.

22. WAIVER BY OWNER. The waiver by Owner/Owner's Broker of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by the Owner/Owner's Broker of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of the breach. No waiver by Owner/Owner's Broker of the provisions herein shall be deemed to have been made unless expressed in writing and signed by Owner or Owner's Broker.

23. DISCLOSURE.

A. Fair Housing. Owner, Owner's Broker and Tenant acknowledge and agree that Owner/Owner's Broker shall lease the premises to the Tenant without regard to sex, race, religion, color, handicap, familial status, or national origin.

B. Disclosure(s). Owner, Owner's Broker and Tenant acknowledge and agree any additional disclosures required by this lease or law, shall be as indicated in contract documents on Page 1 of this lease.

24. OTHER CONDITIONS. _____

_____

25. MEDIATION. Any dispute arising between the Tenant and Owner/Owner's Broker with respect to the Contract, shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the parties may pursue legal remedies as provided by the Contract.

26. ENTIRE AGREEMENT. This Lease Agreement constitutes the entire Agreement between the parties, and no promises or representations, other than those contained herein, have been made by Owner or Owner's Broker. Any modifications to this Agreement must be in writing and signed by Owner or Owner's Broker and Tenant.

THE UNDERSIGNED Tenant(s) and Owner(s) acknowledges that they have read and understand the lease and all attachments and addendums. They also acknowledge that they have received a copy of the Lease Agreement, attachments and addendums and the Tenant accepts the Property in its present condition.

Tenant:_____ Date_____

Tenant:_____ Date_____

Owner:_____ Date_____

Owner's Broker:_____ Date_____

By _____

SECURITY DEPOSIT RECEIPT AND INSTRUCTIONS

☐ Owner ☐ Owner's Broker acknowledges receipt of $_____ ☐ Check ☐ Certified Funds as Security Deposit from ☐ Tenant ☐ Tenant's Broker, to be deposited in accordance with the terms and conditions of SECURITY DEPOSIT, paragraph 3 of this lease.

_____

Date Owners Broker/Associate Signature

_____

(Print Name) Owners Broker/Associate

_____

Company Name

_____

Address Phone