

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)

- Brokerage Disclosure to Landlord/Tenant
- Tenant Guidelines
- Lead-Based Paint Disclosure and Brochure
- Pet Addendum
- Homeowner's Association Rules and Regulations
- Move in/Move out Inspection
- Landlord/Tenant "You Need to Know"
- Key/Re-key Addendum
- _____
- _____

OWNER'S BROKER, a licensed real estate Broker, OR OWNER of Property.

Name (Owner/Owner's Broker): _____

Owner/Owner's Broker Address: _____

Tenant(s) _____ (the "Tenant")

Property Address: _____

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.

1. TERMS, CONDITIONS, AND COVENANTS.

A. TERM. This lease is for a term of _____ months, beginning on _____ ("Commencement Date") and expiring on _____ ("Expiration Date"). Any extension of the Expiration Date must be mutually agreed upon in writing prior to the Expiration Date. In the event that the first month's rent is not received by the landlord within five (5) days after the commencement date, then any tenancy shall automatically terminate. Any funds held by the Owner/Owner's Broker shall be disbursed in accordance with Paragraph 3. Tenant agrees to give Owner/Owner's Broker written notice of intent to vacate the property, Hold Over, or request to extend the lease, at least thirty (30) days, but no more than forty-five (45) days prior to the Expiration Date. NOTE: The Servicemembers Civil Relief Act (SCRA) requires that a military service member be able to terminate certain lease agreements (See Paragraph 34 of this Contract for additional information).

B. HOLD OVER TENANCY. If Tenant holds over after the expiration of the term of this lease with the consent of Owner/Owner's Broker, the tenancy shall be from month to month only and not a renewal (unless there is an execution of a new written lease). Tenant agrees to pay rent and all other charges as herein provided, and to comply with all the terms and covenants of this lease from the time that Tenant holds over.

2. RENT. Tenant agrees to pay rent to:

Address: _____

in the total amount of \$_____ at the rate of \$_____ per month, with _____ bills paid. Each monthly installment is payable in advance and is due on the 1st day of each month of the lease term. The initial lease payment must be made on the first day. If the term commences on a day other than the 1st day of a month, then proration of the rent shall occur for that month. If the term begins after the _____ day of any month, then the initial installment payment shall include both the prorated initial monthly payment and the payment of the first full month following. Last month's rent is payable by money order or cashier's check only.

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 payable by money order, cashier's check, or other certified funds. Deductions made from rent without written permission from Owner/Owner's Broker are considered as unpaid rent and will be subject to a late fee.

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

- 1) To replace the returned check with certified funds within twenty-four hours. 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.

C. Five Day Notice to Evict. In the case of non-payment of rent or tendering a dishonored check, the Tenant will receive a five-day (5) notice to "move or suffer eviction," as allowed by law.

- 3. DAMAGE OR SECURITY DEPOSIT.** Tenant shall deposit with Owner/Owner's Broker a Damage or Security Deposit in the amount of \$_____ upon execution of this Agreement. This Damage or Security Deposit shall secure the performance of Tenant's obligations to pay rent and leave the Premises in good, clean, and operating condition, ordinary wear and tear excepted. Owner/Owner's Broker may, but shall not be obligated to apply the damage or security deposit or any portion thereof to Tenant's obligations. 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 damage or security deposit and the Tenant giving possession of the Premises to the Owner/Owner's Broker. Tenant shall NOT have the right to apply the Damage or Security Deposit for payment of rent. If there is any money withheld from the deposit, the Owner/Owner's Broker shall provide Tenant with a written itemized list of expenses withheld, delivered by mail to be by return receipt requested, and signed for by any person of statutory service age at the address, or in person to the Tenant if he can reasonably be found. Owner/Owner's Broker shall deposit the Damage or 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. PETS.** Tenant shall not keep animal pets of any kind on the Premises (except for service/assistance animals) without prior permission from the Owner/Owner's Broker. If given permission, Tenant agrees to the terms of the attached Pet Addendum, which will require Tenant to pay additional fees. If the Tenant acquires a pet after occupancy without written permission of Owner/Owner's Broker, it could result in the issuance of an eviction notice.
- 5. SERVICE/ASSISTANCE ANIMALS.** A Tenant in need of a service/assistance animal on the Premises, as defined by the Fair Housing Act (FHAct) and the Americans with Disabilities Act shall give notice to the Owner/Owner's Broker identifying the type and description of the service/assistance animal. Notwithstanding the absence of an additional deposit for a service/assistance animal, the Tenant shall be responsible for any damages caused by the animal.
- 6. 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 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.
- 7. CLEANLINESS.** Prior to occupying the leased property, Tenant is responsible to inspect the property for cleanliness. If property is in need of cleaning, Tenant must notify Owner/Owner's Broker prior to occupying the property, and within twenty-four (24) hours of receiving keys. It is the intent of the Owner/Owner's Broker to deliver the property to Tenant in clean condition.
- 8. KEYS AND RE-KEYING.** See attached Key/Re-Key Addendum
- 9. 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's use shall comply with City Code and Ordinances, City, State and Federal Regulations and Laws. Tenant shall cure or pay any cost incurred by Owner/Owner's Broker due to Tenant's violation of the Code, Regulations, ordinances, and Laws. Tenant's failure to correct or pay Owner/Owner's Broker shall constitute a breach of this Lease Agreement.

10. TENANT RESPONSIBILITIES.

A. PEST CONTROL. Owner/Owner's Broker shall be responsible for eradicating any pest infestation reported by Tenant within the first seven (7) days of possession. Tenant's failure to identify any pest infestation within seven (7) days shall constitute Tenant's agreement that the Premises has no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation, but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of Tenant.

B. SMOKE DETECTORS. Tenant acknowledges that Premises is equipped with smoke detector(s) in good working order and repair. Tenant agrees to be solely responsible to check smoke detectors every thirty (30) days and notify Owner/Owner's Broker immediately if smoke detectors are not functioning properly. Tenant shall maintain batteries in smoke detectors as needed.

C. LANDSCAPING. Tenant agrees to keep and maintain said Premises in good condition and repair, including keeping the yard mowed, watered, and the shrubbery trimmed.

D. MAINTENANCE.

1) Tenant shall be responsible for all routine maintenance including, but not limited to, stoppage of sewer because of misuse, broken water pipes/fixtures due to neglect or carelessness of Tenant, and replacement of any burned out light bulbs. Tenant understands that they, at their expense, shall keep sinks, lavatories, and commodes open unless stoppage is due to defective sewer systems. Tenant shall report any water leaks to Owner/Owner's Broker immediately.

2) Tenant is responsible for changing HVAC filters as needed, and will be responsible for HVAC servicing fees if excessively dirty filters are present at any time. Tenant is also liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.

3) Tenant agrees to notify Owner/Owner's Broker promptly in the event of needed repairs.

11. NON-SMOKING. Tenant agrees that smoking in the Premises is not permitted, and should smoke damage occur due to Tenant or Tenant's visitors smoking within the dwelling, Tenant agrees to pay the cost of having Premises painted, walls washed, interior deodorized, air ducts and filters cleaned, and carpets and draperies professionally cleaned, and any other cost to repair smoke damage. **If smoking occurs without written permission of the Owner/Owner's Broker after move in, it could be cause for the issuance of an eviction notice.**

12. UTILITIES. Tenant will be responsible for paying all utility costs beginning on the Lease "Commencement Date," except for _____. Utilities shall remain accessible until five (5) working days after the Tenant has vacated the property, turned in the keys and has fulfilled all obligations of the Lease Agreement

13. OCCUPANTS. Only the persons listed below shall occupy the Premises. Occupancy by anyone other than those listed for more than fourteen (14) consecutive nights shall constitute a breach of this Agreement unless the Owner/Owner's Broker gives prior consent in writing:

14. NOTIFICATION. Pursuant to Title 41 O.S. §130.1A, in the event of an Emergency or Death, notification is to be made to the following (must be other than occupant):

Name/Relationship: _____ Phone: _____

Address: _____

Email: _____

Name/Relationship: _____ Phone: _____

Address: _____

Email: _____

15. 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.

16. APPLICATIONS OF FUNDS. Money paid by Tenant is applied in the following order:

- A. Maintenance charges due in accordance with the Lease Agreement
- B. Late charges, dishonored check charges, or trip charges
- C. Past due utilities
- D. Unpaid security deposits
- E. Fees owed for unapproved pets
- F. Attorney fees, Processor fees, and Court Costs awarded by the Courts
- G. Past due rent, oldest month to newest
- H. Current rent

17. 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.

18. ASSIGNMENT AND SUBLETTING. No portion of the Premises shall be sublet nor this Agreement assigned. Any subletting or assignment by Tenant without the permission of the Owner/Owner's Broker shall be a breach of this Agreement.

19. INSURANCE.

- A. All personal property located on or stored in the Premises is at the risk of the Tenant, and Tenant shall indemnify and hold harmless Owner and Owner's Broker from and against any loss or damage to said personal property. **Further, Tenant is responsible required by landlord for their own insurance to cover Tenant's personal property and liability, as Owner shall only carry insurance on the dwelling.**
- B. Tenant agrees and understands that Owner/Owner's Broker is not responsible for loss of perishable goods should there be a mechanical failure of any appliance or equipment provided by the Owner/Owner's Broker. Tenant is responsible for any loss incurred by the Owner/Owner's Broker due to Tenant neglect, misuse, abuse or accident caused by Tenant.
- C. **FLOOD INSURANCE.** In the event the subject property is located in a flood hazard area, it shall be the responsibility of the Tenant to purchase flood insurance to cover their personal property in the event of flooding from rising water. Any coverage by owner only covers the real property, and not the Tenant's personal property.

20. FLOOD NOTIFICATION.

- A. Owner has notified Owner's Broker that subject property is is not located within a 100-year flood hazard area.
- B. Owner does does not have knowledge of the Premises flooding in the last five (5) years.

NOTE: Property does not have to be in a 100-year flood hazard area to be susceptible to flooding. Flood insurance is available on a property in any location. "Flooded and flooding" shall mean general and temporary conditions of partial or complete inundation of normally dry land areas and structures upon said areas from the overflow of lakes, ponds, streams, rivers, creeks and any other inland waters.

21. INVENTORY.

A. The items checked below are included in the dwelling unit:

- Refrigerator Carpet Range Oven Disposal
- Dishwasher Washer Dryer Microwave Ceiling Fan
- Window Covering Window Air Conditioning Unit
- Other items included (if any):

(Inventory, contd.)

B. REMOTE CONTROLS.

- Ceiling Fans # _____
- Fireplace # _____
- Overhead Door # _____
- Window Unit # _____
- Other: _____

Any remote control unit(s) issued to Tenant are to be returned in good working condition at the time of lease termination.

22. OWNER OR OWNER’S BROKER RIGHT OF ENTRY AND INSPECTION.

- A.** A Tenant shall not unreasonably withhold consent to the Owner/Owner’s Broker, his representatives or employees, to enter into 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, mortgagee, Tenants, workmen or contractors.
- B.** An Owner/Owner’s Broker, his representatives or employees may enter the dwelling unit without consent of the Tenant in case of emergency.
- C.** An Owner/Owner’s Broker shall not abuse the right of access or use it to harass the Tenant. Except in case of emergency or unless it is impracticable to do so, the Owner/Owner’s Broker shall give the Tenant at least one (1) day’s notice of his intent to enter and may enter only at reasonable times.
- D.** Unless the Tenant has abandoned or surrendered the Premises, an Owner/Owner’s Broker has no other right of access during a tenancy except as is provided in this act or pursuant to a court order.
- E.** If the Tenant refuses to allow lawful access, the Owner/Owner’s Broker may obtain injunctive relief to compel access or he may terminate the rental agreement.
- F.** Notwithstanding the provisions of Paragraph 24 below, for the purpose of entry and inspection, notice may be posted on the Premises.

23. 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 may recover, in addition to all other relief, reasonable attorney’s fees and costs to be set upon application to the court.

24. NOTICE: Notice to Owner is serviceable 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.

25. SURRENDER

- A. CONDITION.** 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, except for ordinary wear and tear. Tenant shall at the time of vacating the Premises, thoroughly clean the Premises, including, but not limited to, all appliances and removal of all trash from the Premises. Tenant shall pay for the cost of Owner/Owner’s Broker having the carpet professionally cleaned in an amount not to exceed \$ _____, or provide proof of professional carpet cleaning by a carpet cleaning service approved by Owner/Owner’s Broker. If the Tenant does not complete the cleaning and removal of trash, action deemed necessary by Owner/Owner’s Broker to accomplish same may be taken by Owner/Owner’s Broker at Tenant’s expense.
- B. SECURING.** Upon vacating the Property, Tenant shall secure the property and immediately deliver all keys and all remotes, if any, to Owner/Owner’s Broker as set out in Paragraph 21B of this lease. If Tenant fails to secure the Property and return all keys and all remotes (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 all remotes (if any).

26. DESTRUCTION OR DAMAGE TO PREMISES. If the Premises is damaged or destroyed by fire or casualty to extent that normal use and occupancy of the Premises is substantially impaired, Tenant may immediately vacate the Premises and notify the Owner/Owner's Broker in writing within seven (7) days thereafter of Tenant's intention to terminate the Rent Agreement, in which case the Rental Agreement terminates as of the date of vacating. If continued occupancy is lawful, Tenant may vacate any part of the Premises rendered unusable by the fire or casualty, in which case Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the Premises, as determined by Owner/Owner's Broker.

Unless the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, if the Rental Agreement is terminated, the Owner/Owner's Broker shall return security deposit to Tenant with the proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Owner/Owner's Broker shall withhold Tenant's security deposit if the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, with proper accounting as required by law.

27. FORECLOSURE PROCEEDING OR SHERIFF'S SALE. If the Premises become subject to a foreclosure process or tax sale, notice of said sale does not release Tenant from Tenant's obligations in this Rental Agreement nor does it authorize Tenant to withhold rent.

28. BREACH OF CONTRACT.

A. 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.

B. In the event the that there are illegal activities going on, if the Tenant is disturbing his/her or their neighbors with a noise level that is beyond normal, if the police are called to the rental property for the Tenant(s) due to any type of violent behavior, if the Tenant has excessive traffic going in and out of the property, the Tenant(s) may be given a notice to vacate, and all deposits will be forfeited.

C. Illegal/Criminal Activity. Any criminal activity committed by the Tenant, or by any member of Tenant's household, or any guest or other person under Tenant's control is cause for immediate termination of this lease. Additionally, any danger to the Premises that threatens the health, safety, or right of peaceful enjoyment of the location, as well as any drug-related criminal activity on or near the property conducted by the Tenant or by any member of Tenant's household, or any guest or other person under Tenant's control is cause for immediate termination of this lease.

29. 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 considered 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.

30. DISCLOSURE, CONFIRMATION, AND ADDENDUMS – ENVIROMENTAL QUALITY.

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. Lead Based Paint. Lead Based Paint Addendum and Disclosure will be provided to Tenant if property being leased was built prior to 1978.

C. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties has described and disclosed their duties and responsibilities to the Parties prior to signing this agreement.

The Oklahoma Real Estate Commission provides that services rendered by Owner's Broker to Tenant while leasing and managing real estate for the Owner, do not automatically create a broker relationship with the Tenant.

_____ **Tenant's Initials**

_____ **Tenant's Initials**

D. Licensee Disclosure. Property owner is is not a real estate licensee (License number and state of issuance, if applicable _____).

DAMAGE OR SECURITY DEPOSIT RECEIPT AND INSTRUCTIONS

Tenant has paid a fee of \$ _____ to secure property. The fee becomes a damage or security deposit AFTER the Tenant assumes occupancy. IF THE TENANT DOES NOT TAKE OCCUPANCY AFTER PAYING THE FEE AND ANY OTHER MONIES, THE TENANT IS NOT ENTITLED TO A REFUND UNLESS THE OWNER PREVENTING OCCUPANCY IS AT FAULT.

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 DAMAGE OR SECURITY DEPOSIT, Paragraph 3 of this lease.

Owner's Broker/Associate Signature

Date

(Print Name) Owner's Broker/Associate

Company Name

Address

Phone