

OKLAHOMA REAL ESTATE COMMISSION

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

RESIDENTIAL LEASE

CONTRACT DOCUMENTS. This Residential Lease (“Lease”) is defined as this document and the following attachment(s): (check as applicable)

- _____ Brokerage Disclosure to Landlord/Tenant
- _____ Tenancy 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
- _____ Flood Notice

OWNER is represented by _____, a licensed real estate Broker who is authorized to manage the Premises.

Owner: _____

Owner’s Broker Address: _____

Tenant(s): _____

PREMISES

Address: _____

City: _____ **State:** _____ **Zip:** _____

Legal Description: _____

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

1. TERMS, CONDITIONS, AND COVENANTS.

A. TERM. This lease is for a term of _____ months (the “Lease Term”), 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 any month’s rent is not received by the Owner within _____ (5 days if left blank) days after written notice of the Owner’s demand for payment then the Owner may terminate the Lease, as provided by the Oklahoma Residential Landlord-Tenant Act (ORLTA). Any funds held by the Owner shall be disbursed in accordance with Paragraph 3. Tenant agrees to give Owner written notice of intent to vacate the Premises, Hold Over, or request to extend the Lease Term, at least thirty (30) 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 36 of this Contract for additional information).

B. HOLD OVER TENANCY. If Tenant holds over after the Expiration Date with the consent of Owner, 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. Tenant shall also be responsible for paying the following utility costs _____. Each monthly rent payment is payable in advance and is due on the 1st day of each month of the Lease Term. The initial rent payment in the amount of \$ _____, must be made on _____. Last month’s rent is payable by money order, cashier’s check, or electronic payment. 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 by 11:59 p.m. on the _____ day of the month it is due will be assessed a late fee of _____. The parties agree that this late fee shall serve as liquidated damages, and not penalty for the late payment. The parties also agree that this amount is a reasonable sum to serve as the liquidated damages, and further agree that the actual damages suffered by Owner because of the late payment would be difficult, if not impossible, to ascertain. 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 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 a check for any reason (insufficient funds, stopped payments, 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 during the Lease Term, Tenant shall pay all further rents with cashier's check or money order.

C. Five Day Notice. In the case of non-payment of rent or failing to timely replace a dishonored check as required above, the Tenant will receive a five-day (5) notice as provided above.

3. **DAMAGE/SECURITY DEPOSIT.** Tenant shall deposit with Owner or Owner's Broker a Damage/Security Deposit in the amount of \$ _____ which shall be paid on or before the date of Tenant's occupancy of the Premises. 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 may, but shall not be obligated, to apply the Damage/Security Deposit or any portion thereof to Tenant's obligations. Any balance remaining upon termination shall be returned to Tenant within forty-five (45) days of both the Tenant giving written request for the return of the Damage/Security Deposit and the Tenant giving possession of the Premises to the Owner. Tenant shall NOT have the right to apply the Damage/Security Deposit for payment of rent. If there is any money withheld from the deposit, the Owner shall provide Tenant with a written itemized list of expenses, delivered by mail with return receipt requested, or in person to the Tenant if they can reasonably be found. Owner or Owner's Broker shall deposit the Damage/Security Deposit in an FDIC insured escrow account. The account may bear interest, which shall be payable to Owner or Owner's Broker in consideration of the cost and burden of maintaining the escrow account.
4. **ANIMALS.** Tenant shall not keep animals of any kind on the Premises (except for service/assistance animals) without prior permission from the Owner. 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 an animal after occupancy without written permission of Owner, it could result in the issuance of an eviction notice.
5. **SERVICE/ASSISTANCE ANIMALS.** A Tenant with a disability may submit a request to the Owner for a reasonable accommodation to have a service/assistance animal on the Premises, pursuant to the Fair Housing Act (FHA), the Americans with Disabilities Act (ADA) or any other applicable federal, state or local law. Unless the Tenant has a disability or disability-related need for an assistance animal that is readily apparent, the Owner may request reliable supporting documentation that (1) is necessary to verify that the Tenant meets the definition of disability pursuant to the Fair Housing Act, (2) describes the needed accommodation, and (3) shows the relationship between the Tenant's disability and the need for the requested accommodation. 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, the falsity of which, in whole or in part, shall constitute a breach of this Lease entitling Owner at Owner's option, to terminate the Lease and repossess the Premises. This Lease is further conditioned upon Owner securing possession of the Premises from the existing Tenant, if any, by the commencement date hereof. In the event Owner is unable to deliver possession of the Premises to Tenant for any reason, including, but not limited to, failure to 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 liability shall be limited to the return of all sums previously paid by Tenant to Owner except application processing fee, if any.
7. **CLEANLINESS/EXISTING DAMAGE.** Prior to occupying the Premises, Tenant is responsible to inspect the Premises for cleanliness and any existing damage. If the Premises is in need of cleaning or repair of damages, Tenant must notify Owner prior to occupying the Premises, and within twenty-four (24) hours of receiving keys. It is the intent of the Owner to deliver the Premises to Tenant in clean condition and without damage.
8. **KEYS AND RE-KEYING.** See attached Key/Re-key Addendum.
9. **LEGAL USE.** Tenant shall use the Premises only for residential purposes and for no other purpose. Operating a business, including daycare, from the Premises is prohibited. Tenant shall not use, nor permit the use of anything in the Premises (i) which would violate any of the terms or conditions of this Lease, (ii) for any unlawful purpose or in any unlawful manner, or (iii) that would substantially increase cost of the Owner's insurance. Tenant's use shall comply with City Code and Ordinances, City, State and Federal Regulations and Laws. Tenant shall pay any cost incurred by Owner due to Tenant's violation of the Code, Regulations, Ordinances, and Laws. Failure of the Tenant to pay costs shall constitute a breach of this Lease. If Owner should violate City Code and Ordinances, or City, State or Federal Regulations and Laws, Owner shall cure or pay any cost incurred by Tenant due to the violations. .

10. TENANT RESPONSIBILITIES.

A. PEST CONTROL. Owner shall be responsible for eradicating any pest infestation reported by Tenant within the first thirty (30) days of possession. Tenant’s failure to identify any pest infestation within thirty (30) 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, except termites, shall be the responsibility of Tenant. In the event Tenant fails to take reasonable and prompt action to eradicate pest infestation, Owner may take such action and demand reimbursement for costs incurred from the 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 immediately if smoke detectors are not functioning properly. Tenant shall replace batteries in smoke detectors as needed to insure they operate properly.

C. LANDSCAPING. Tenant agrees to keep and maintain the 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 or 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 immediately.

2) Tenant is responsible for changing HVAC filters regularly (at least every three months), and shall be responsible for HVAC servicing fees if excessively dirty filters are present at any time. Tenant shall also be liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems.

3) Tenant agrees to notify Owner promptly in the event of needed repairs.

11. NON-SMOKING/NON-VAPING. Tenant agrees that smoking, including tobacco and marijuana, and vaping or the any use of e-cigarettes on the interior or exterior of the Premises is not permitted, and should such occur by Tenant or Tenant’s guests in the Premises, Tenant shall be responsible for 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 any other damage. **If smoking or vaping occurs it could be cause for the issuance of an eviction notice.**

12. MARIJUANA. Tenant shall not grow or cultivate marijuana on the interior or exterior of the Premises. Tenant shall not sell or distribute marijuana, or products containing marijuana, on the Premises. If Tenant or Tenant’s guests engage in such activities, Tenant will be subject to eviction and liable for any damages, including any costs listed in Section 11 above.

13. UTILITIES. Tenant will be responsible for paying all utility costs, including any deposits, penalties and interest, beginning on the Commencement Date, except for _____, during Tenant’s occupancy of the Premises.

14. OCCUPANTS. Only the persons listed below shall occupy the Premises. Maximum occupancy of the Premises shall be _____. Occupancy of the Premises shall not exceed two (2) persons per bedroom unless the Owner gives prior consent in writing. Occupancy by anyone other than those listed for more than fourteen (14) consecutive nights shall constitute a breach of this Lease unless the Owner gives prior consent in writing: _____

15. 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 not be another occupant):

For Tenant notify:

Name/Relationship: _____ Phone: _____

Address: _____

Email: _____

For Co-Tenant notify:

Name/Relationship: _____ Phone: _____

Address: _____

Email: _____

In the event of death (unless there is a surviving joint-Tenant) Owner or Owner’s Broker is authorized to: (i) grant to the person designated above access to the Premises at a reasonable time and in the presence of the Owner or the Owner’s Broker, (ii) allow the person designated above to remove any of the Tenant’s property found at the Premises, and (iii) refund the Tenant’s security deposit, less lawful deductions, to the person designated above.

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

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

- A. Maintenance charges due in accordance with the Lease
- 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 to newest
- H. Current rent

18. 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.

19. ASSIGNMENT AND SUBLETTING. No portion of the Premises shall be sublet nor this Lease assigned. Any subletting or assigned by Tenant without the permission of the Owner shall be a breach of this Lease.

20. 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 Owner, for obtaining and paying for their own Insurance to cover Tenant’s personal property and liability. Owner shall not carry Insurance for Tenant’s personal property or liability.**
- B. Tenant agrees and understands that Owner and the Owner’s Broker is not responsible for loss for perishable goods should there be a mechanical failure of any appliance or equipment provided by the Owner. Tenant is responsible for any loss incurred by the Owner due to Tenant neglect, misuse, abuse or accident caused by Tenant.
- C. **FLOOD INSURANCE.** In the event the Premises 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. The Owner’s insurance does not cover the Tenant’s personal property.

21. FLOOD NOTIFICATION.

- A. Owner has notified Owner’s Broker that the Premises 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: Premises do 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.

22. INVENTORY.

A. The items checked below are included in the Premises and are in good working order.

_____ Refrigerator _____ Range _____ Oven _____ Disposal _____ Dishwasher
 _____ Washer _____ Dryer _____ Microwave _____ Ceiling Fan _____ Window Covering
 _____ Window Air Conditioning Unit

Other items included (if any):

B. REMOTE CONTROLS.

_____ Ceiling Fans # _____ Fireplaces # _____ Overhead Door # _____ Window Unit # _____

Other:

Any remote control unit(s) issued to Tenant are to be returned in good working condition on or before the Expiration Date.

23. OWNER AND OWNER'S BROKER RIGHT OF ENTRY AND INSPECTION.

- A. A Tenant shall not unreasonably withhold consent to the Owner or the Owner's Broker, including their representatives or employees, to enter the Premises to inspect the Premises to insure Tenant's compliance with the terms of this Lease, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or to show the Premises to prospective or actual purchasers, mortgagee, Tenants, workmen or contractors.
- B. An Owner or the Owner's Broker, including their representatives or employees may enter Premises without consent of the Tenant in case of emergency.
- C. An Owner and the 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 or the Owner's Broker shall give the Tenant at least one (1) day verbal notice of the intent to enter and may enter only at reasonable times.
- D. Unless the Tenant has abandoned or surrendered the Premises, an Owner or the Owner's Broker has no other right to enter the Premises during the Lease Term except as provided in this Lease or pursuant to a court order.
- E. If the Tenant refuses to allow lawful access, the Owner or the Owner's Broker may obtain a court order to compel access, or may terminate the Lease.
- F. Notwithstanding the provisions of Paragraph 25 (Notice) below, for the purpose of entry and inspection, notice may be posted on the Premises.

24. ATTORNEY'S FEES. In the event legal action or proceeding is brought by either Party to enforce any part of this Lease, 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.

25. NOTICE. Notice to Owner is to be addressed to Owner's Broker at the address listed above. Owner's Broker is authorized to accept legal service on behalf of Owner.

Any notice, except as otherwise provided below, required by this Lease to be given by one Party to the other, may be mailed by certified United States mail, postage prepaid, addressed to Owner's Broker or Tenant at Owner's Broker's or Tenant's address as set forth in this Lease, 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.

A written notice to terminate this Lease shall be personally served on the Tenant or Owner's Broker. If the Tenant cannot be located, service shall be made by delivering the notice to any family member of such Tenant over the age of twelve (12) years residing with the Tenant. If service cannot be made on the Tenant personally or on such family member, notice shall be posted at a conspicuous place on the Premises. If the notice is posted, a copy of such notice shall be mailed to the Tenant by certified mail. If service cannot be made on the Owner's Broker personally, the notice shall be mailed to the Owner's Broker by certified mail.

26. SURRENDER.

- A. **CONDITION.** Tenant agrees that upon vacating and surrendering the Premises, all fixtures and equipment in the Premises shall be 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 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. If the Tenant does not complete the cleaning and removal of trash, action deemed necessary by Owner to accomplish same may be taken by Owner at Tenant's expense.
- B. **SECURING.** Upon vacating the Premises, Tenant shall lock the Premises and immediately deliver all keys and all remotes, if any, to Owner's Broker. If Tenant fails to lock the Premises and return all keys and all remotes (listed above in 22.B), Tenant agrees to pay any cost incurred by the Owner to lock the Premises, including any repairs for damage to the Premises as the result of the Tenant's failure to secure the Property, and costs to replace keys, locks and any remotes.
- C. **PERSONAL PROPERTY.** If the Tenant abandons or surrenders possession of the Premises, or has been lawfully removed from the Premises through eviction proceedings, and leaves household goods, furnishings, fixtures, or any other personal property in the Premises, the Owner may take possession of the property, and if, in the judgment of the Owner, the property has no ascertainable or apparent value, the Owner may dispose of the property without any duty of accounting or any liability to any party. Any property left with the Owner for a period of thirty (30) days or longer shall be conclusively determined to be

abandoned and as such the Owner may dispose of said property in any manner deemed reasonable and proper without liability to the Tenant or any other interested party. If in the judgment of the Owner the property has an ascertainable or apparent value, the Owner shall provide written notice to the Tenant by certified mail to the last-known address that if the property is not removed within the time specified in the notice, the property will be deemed abandoned. The Owner shall be entitled to recover any costs of storage, and removal.

27. DESTRUCTION OR DAMAGE OF PREMISES. If the Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the Premises is substantially impaired, Tenant may immediately vacate the Premises and notify the Owner in writing within seven (7) days thereafter of Tenant’s intention to terminate the Lease, in which case the Lease 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.

Unless the fire or casualty was due to Tenant’s negligence or otherwise caused by Tenant, if the Lease is terminated, the Owner 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 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.

28. 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 Lease nor does it authorize Tenant to withhold rent.

29. BREACH OF CONTRACT.

- A. In the event of default by any Tenant, 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 whether or not they are in actual possession of the Premises.
- B. Should Tenant neglect or fail to perform and observe any of the terms of this Lease, Owner may deliver to Tenant written notice of the breach, specifying the acts and omissions constituting the breach of the Lease and that the Lease will terminate upon a date not less than fifteen (15) days after receipt of the notice unless remedied within ten (10) days (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 may declare Tenant in breach of the Lease and institute action to evict Tenant from the Premises without limiting the liability of Tenant for all obligations under this Lease, including the payment of rent for the Lease Term, and the payment of fees incurred by the Owner for the releasing of the Premises.
- C. In the event Tenant is engaged in, or otherwise allows illegal activities at the Premises; if the Tenant is disturbing his/her or their neighbors with an unreasonable noise level; if the police are called to the Premises due to any type of violent behavior; or if the Tenant has excessive traffic going in and out of the Premises, the Tenant may be given a notice to vacate, and all deposits will be forfeited.
- D. **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 activity on or near the Premises 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.

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

31. DISCLOSURE, CONFIRMATION, AND ADDENDUMS – ENVIRONMENTAL QUALITY.

- A. **Fair Housing.** Owner and the Owner’s Broker and Tenant acknowledge and agree that Owner 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 Premises 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 Lease.

The services performed and rendered by Owner’s Broker while leasing and managing the Premises for the Owner do not create a broker relationship with the Tenant. Services performed and rendered by Broker are on behalf of and for the benefit of Owner.

_____ Tenant’s Initials _____ Tenant’s Initials

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

