

**OKLAHOMA REAL ESTATE COMMISSION**

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

**TENANCY GUIDELINES**

**RESPONSIBILITIES FOR THE CARE OF THE PREMISES**

Tenant shall be responsible for the following items and for other Tenant damage not listed below:

- a. Keeping the Premises clean and sanitary inside and out, and in good order and condition.
- b. Watering, mowing, edging, trimming shrubs, and weeding flowerbeds as required for proper care and maintenance.

**Exceptions:**

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- c. Neither defacing nor damaging the walls, woodwork, or any part of the Premises.
- d. Immediately reporting to Owner/Owner’s Broker items needing repair.
- e. Paying Owner/Owner’s Broker upon demand for damage to Premises because of failure to report a problem in a timely manner.
- f. Paying Owner/Owner’s Broker upon demand for cost to repair, replace, or rebuild any portion of the Premises damaged whether through act or negligence by the Tenant, Tenant’s guest, or invitees.
- g. Paying Owner/Owner’s Broker upon demand for damage caused by rain or wind because of leaving windows or doors open, or lawn hoses left connected resulting in freezing damage.
- h. **No 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, 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.
- i. **Locks:** If Tenant changes the locks, Tenant shall furnish the keys to Owner/Owner’s Broker within five (5) days, or pay the cost of a locksmith to make a set of keys. All keys and garage door openers must be returned the day of vacating the Premises. If Tenant fails to return the keys and garage door openers (in working order), Tenant agrees to pay the cost to re-key the Premises and to replace garage door openers.
- j. **Window Coverings:** Owner/Owner’s Broker shall provide window coverings on most windows. Tenant may hang draperies or drapery hardware on any sheet rocked/painted walls. Only tension-type rods are to be used on any windows or walls where wallpaper or wood trim exists, and no aluminum foil or sun screening film is permitted.
- k. **Security System:** If the leased property contains a security system, monitoring is optional. Should Tenant choose to have the system monitored, Tenant is responsible for set up, obtaining the proper permit (if required) and payment of the service. Tenant is also responsible for payment of any false alarm penalties.
- l. **Antennas:** no radio or television wires, antennas, or satellite dishes are allowed in or about the Premises without written permission of the Owner/Owner’s Broker.

**RESPONSIBILITIES FOR THE CARE OF THE PREMISES**

Tenant shall be responsible for the following:

- a. Maintaining hardwood floors as follows: \_\_\_\_\_
- b. Changing the furnace/air conditioner filter at least once every three (3) months.
- c. Replacing burned out light bulbs: Incandescent, compact fluorescent (CFL) or fluorescent.
- d. Any breaking, damaging, destruction and/or soiling caused by acts of the Tenant or by Tenant’s employees, agents, visitors or pets. In the event of vandalism or burglary, Tenant agrees to pay all repair costs, regardless of the circumstances of breakage, unless Tenant, at Tenant’s expense, supplies Owner/Owner’s Broker with a copy of the police report.
- e. Exterminating ant, rodents, fleas, cockroaches, spiders, and other insects and pests.
- f. Using plunger on clogged toilets and drains before calling Owner/Owner’s Broker.
- g. Paying Owner/Owner’s Broker upon demand for unnecessary worker service calls.
- h. Under no circumstances is Tenant to perform any electrical, gas line, or water line repairs.
- i. Tenant agrees to pay a trip charge of \$\_\_\_\_\_ in the event of a breach of this Lease Agreement requiring a trip to the Premises by the Owner/Owner’s Broker.

This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission.

- j. Tenant agrees to be responsible for, at Tenant's expense, stoppage of sewage services due to Tenant's misuse of same, and for broken pipes due to freezing (if a water cut-off has been provided).
- k. Tenant agrees to be responsible for ordinary maintenance such as changing of air-conditioning filters and repairing damaged air-conditioners due to lack of filters, clogged filters, dirty coils, and/or an obstruction around the air-conditioning unit.
- l. Tenant agrees that they will properly operate all appliances and mechanical equipment.
- m. Tenant agrees that they will not stack or lay firewood or logs of any kind in close proximity to the house

**SMOKE DETECTORS**

Tenant has received instruction on the care and operation of smoke detector, and has an understanding of how to operate and care for the smoke detector. Tenant agrees to test the smoke detector at least once a week. If the detector is battery powered, Tenant agrees to replace the battery as needed. After replacing the battery, if the smoke detector still does not work, Tenant agrees to inform Owner/Owner's Broker immediately in writing. If the detector is not battery powered, Tenant agrees to inform Owner/Owner's Broker immediately of any malfunction.

**CARBON MONOXIDE DETECTORS**

Tenant may install carbon monoxide detector(s). If detector(s) is battery operated, Tenant agrees to test the detector(s) once a week and replace batteries as needed.

**MOTOR VEHICLES, BOATS, ETC.**

No more than \_\_\_\_\_ motor vehicles may be kept on or near the Premises. No motor coach, trailer, camper, boat, or other recreational vehicles shall be parked on or near the Premises. No commercial vehicles in excess of ¾ tons may be parked on or near the Premises. Tenant shall not perform vehicular repairs on, in, or in front of the Premises. Vehicles shall not be parked, repaired, or washed on the lawn. Vehicles leaking fluids, oil, brake fluid, transmission fluid, gasoline, and battery chemicals shall not be allowed on the Premises. Inoperative and unregistered vehicles shall not be parked on, in, or in front of Premises. Tenant agrees to pay for towing of any vehicle that is in violation of this paragraph.

**COLD WEATHER INSTRUCTIONS**

The cold winter season requires special precautionary measures for maintaining the property. In order to prepare you for sudden changes that are bound to occur each year, please read the following suggestions carefully:

- 1. Monitor local weather reports for freeze warnings.
- 2. Leave the heat on at all times. If you are away from the Premises for an extended time, do not leave the thermostat under 60 degrees.
- 3. If the forecast calls for temperatures of 25 degrees or lower, open all sink and vanity cabinets in your home. This will allow warm air to circulate around the pipes. Open hot and cold faucets enough to allow the water to drip continuously.
- 4. Remove all hoses from outside faucets.
- 5. Become familiar with your nearest water cut-off valve in case of emergency.

**WINTER LAWN CARE**

All lawns and foundations must be watered in the winter as well as the summer, unless the local area has received sufficient to excessive moisture. Be sure plants, shrubs, and the foundation continue to receive water during the winter season.

**Address all maintenance requests to:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned Tenant(s) acknowledges having read and understood the above and agree to comply with the Tenancy Guidelines.

Tenant \_\_\_\_\_ Dated: \_\_\_\_\_

Tenant \_\_\_\_\_ Dated: \_\_\_\_\_

Tenant \_\_\_\_\_ Dated: \_\_\_\_\_