

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this (Date Here) day of (Month Here), (Year Here).

BETWEEN:

(Management Company Here)

(the "Landlord")

-AND-

(Name Here)

(collectively and individually the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the home (defined herein), municipally described as (Address Here) (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than three days without the prior written consent of the Landlord.
4. Pet policy; N/A
5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Property: Driveway or street depending on availability.
6. The Tenant will not smoke or vape anywhere in the Property nor permit any guests or visitors to smoke or vape in the Property. Smoking is only permitted outdoors and must be extinguished and disposed after use.

____Term

7. The one (1) month term of the Lease commences on (Month, Day, Year Here) and ends on (Month, Day, Year Here). If a six(6) month/year lease, the agreement will automatically convert to a month to month tenancy, unless either party provides notice to terminate or renew under different terms. Early Termination: Tenant may terminate this lease prior to the expiration of the lease term by providing written notice to the Landlord at least 30 days in advance and by paying an early termination fee equal to one (1) months rent. This fee is due at the time of notice and is non-refundable. The lease shall not be considered terminated until both the notice and payment are received by the Landlord.

8. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Oklahoma (the "Act").

____Rent

9. Subject to the provisions of this Lease, the rent for the Property is (Price Of Rent Here) per month (the "Rent").

10. The Tenant will pay the Rent monthly, on or before the first (1st) day of each and every month of the term of this Lease, to the Landlord online via Apartments.com payment or at such other place as the Landlord may later designate by cash, check or other Landlord approved payment methods.

11. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

12. The Tenant will be charged an additional amount of \$25.00 per infraction for any Rent that is received later than 5 days after the due date and any mandatory grace period required under the Act, if any.

13. The Landlord has approved the following payment structure:

A.(Price Of Rent Here/Due Date Here) (Prorated Rent/Security Deposit Here)

B. (Price Of Rent/Due Date Here)

____Security Deposit

14. The Tenant shall pay a security deposit of (Security Deposit Here). The security deposit has been reflected in whole as referenced in Section 13.A.

15. The Landlord will hold the Security Deposit at an interest bearing account.

16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- A. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
- B. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- C. unplugging toilets, sinks and drains;
- D. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- E. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- F. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- G. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- H. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- I. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- J. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord. At the conclusion of the tenancy, Tenant shall wash, dry, fold, and place all furnished linens on the bed or a \$50.00 cleaning fee will be assessed from the deposit.

17. The Tenant may not use the Security Deposit as payment for the Rent.

18. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.

19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to:

TENANT PERMANENT ADDRESS:

N/A_____ or at such other place as the Tenant may advise.

_____Inspections

20. The Parties will complete a walkthrough inspection of the property and can report any damage discovered at the beginning and at the end of this tenancy.

21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

_____Renewal of Lease

22. Upon giving written notice no later than 30 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Parties cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation.

23. At the end of the lease agreement term, the lease will resume on a month-to-month contract basis unless written notice is provided to the Landlord by the Tenant 21 days prior to the lease ending. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Parties cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation.

24. Landlord has the right to not renew lease upon given written notice no later than 30 days before the expiration of the term of this lease.

_____Tenant Improvements

25. The Tenant will obtain written permission from the Landlord before doing any of the following:

- A. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- B. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- C. removing or adding walls, or performing any structural alterations;
- D. installing a waterbed(s);
- E. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

F. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or

G. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

____ Utilities and Other Charges

26. The Landlord is NOT responsible for the payment of the following utilities and other charges in relation to the Property: electricity, internet, natural gas, water/sewer and garbage.

____ Insurance

27. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

28. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

29. The Tenant is not responsible for insuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.

____ Attorney Fees

30. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

____ Governing Law

31. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Oklahoma.

____ Severability

32. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

33. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

____Amendment of Lease

34. This Lease may only be amended or modified by a written document executed by the Parties.

____Assignment and Subletting

35. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

____Common Areas

36. The Tenant will be responsible for maintaining the cleanliness of all common areas within the property, including, living room, dining room, laundry room, kitchen and all bath facilities.

37. The Landlord to provide the Tenant with the following items in common areas:

- a. Couch(2)
- b. Dining room table w/4 chairs
- c. Coffee table w/ end table

38. The Tenant is responsible for reporting any damage to provided items. For any damage to items deemed to be beyond normal wear and tear, the Tenant will be financially responsible for repairs or replacement.

39. The Landlord has provided the following appliances in common areas:

- a. Refrigerator(2)
- b. Stove/Oven
- c. Washer/Dryer
- d. Microwave
- e. Toaster oven
- f. Coffee pot

40. The Tenant is responsible for reporting any damage to provided appliances. For any damage to appliances deemed to be beyond normal wear and tear, the Tenant will be financially responsible for repairs or replacement.

41. In the event to damage a common area of the Property, all Tenants residing at the property at the time of said damage will be equally financially responsible for repairs or item replacements.

____ Bedroom

42. The Tenant will be provided the following items for their personal bedroom:

A. Television

B. Full size bed frame and mattress

43. The Tenant is responsible for reporting any damage to provided items. For any damage to items deemed to be beyond normal wear and tear, the Tenant will be financially responsible for repairs or replacement.

44. The Tenant will have access to their personal bedroom by digital access code and exterior of the home via key. Sharing of the access code is strictly prohibited.

a. The Tenants personal bedroom access code will be: (Doorknob Keypad Code Here)

45. The Tenant will be provided a key for personal bedroom to use in the event the electronic lock is inoperable.

____ Damage to Property

46. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

____ Care and Use of Property

47. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

48. The Tenant will not engage in any illegal trade or activity on or about the Property.

49. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

50. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

51. If the Tenant is absent from the Property and the Property is unoccupied for a period of 10 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

52. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property In as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

____ Rules and Regulations

53. The Tenant will obey all rules and regulations of the Landlord in addition to the posted house rules within the residence regarding the Property. As well as the HOA covenants, conditions and restrictions.

____ Lead Warning

54. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. **Lessees must also receive a federally approved pamphlet on lead poisoning prevention.**

____ Indemnification and Liability

55. The Tenant agrees to indemnify, defend, and hold harmless the Landlord, its agents, employees, and representatives from any and all claims, liabilities, damages, or expenses (including legal fees) arising from the injury, death, or damage to the Tenant or any guests, invitees, or others on the Premises, regardless of the cause, except in cases of Landlord's negligence or willful misconduct.

56. This indemnity includes, but is not limited to, injury or damage occurring within or on the Premises, damage or loss to personal property, or any other claim arising from the Tenant's use or occupancy of the Premises.

57. The Tenant is also responsible for maintaining renters' insurance for the duration of the lease, which shall provide coverage for personal injury, property damage, and liability arising from Tenant's actions.

____Mediation

58. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue before a mediator. The decision of the mediator will not be binding on the Parties. Any mediator must be a neutral party acceptable to both Parties. The cost of any mediations will be paid by the Tenant.

____Address for Notice

59. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

A. Name: (Tenants Name Here)

B. Phone: (Tenants Phone Number Here)

60. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

A. Name: (Management Company Here)

B. Address: (Management Company Address Here)

C. Phone: (Management Company Phone Number Here)

D. Email: (Management Company Email Here)

____General Provisions

61. All tenants are expected to obey all house rules posted within the property. Rules are subject to change.

62. All monetary amounts stated or referred to in this Lease are based in the United States Dollar.

63. Tenants are not allowed in another Tenant's personal bedroom without consent of applicable Party.

64. All exterior locks to remain locked when not in use.

65. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

66. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

67. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

68. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

69. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.

70. If the Tenant moves out prior to the natural expiration of this Lease, the Tenant forfeits their deposit.

71. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

72. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

73. This Lease constitutes the entire agreement between the Parties.

74. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

75. Time is of the essence in this Lease.

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the (Day, Month, Year Here)

Tenant

Landlord

Lead-Based Paint Disclosure

Property: (Address Here)

Landlord: (Management Company Here)

Tenant: (Tenant Name Here)

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Property.
2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Property.

Date: (Day, Month, Year Here)

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of:

1. the information contained in the above Landlord's Disclosure including the above-mentioned reports and records; and
2. the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Date: (Day, Month, Year Here)

Tenant

The pamphlet *Protect Your Family from Lead in Your Home* can be ordered in hard copy or can be printed from the website <https://www.epa.gov/lead/protect-your-family-lead-your-home-english>.

Asbestos Disclosure

Property: (Address Here)

Landlord: (Management Company Here)

Tenant: (Tenant Name Here)

Landlord's Disclosure

The Landlord CERTIFIES THAT:

1. The Landlord has investigated and there is no asbestos in or about the Property.
2. The Landlord has NO records or reports with respect to asbestos in or about the Property.

Date: (Day, Month, Year Here)

Tenant's Disclosure

The Tenant ACKNOWLEDGES receipt of the information contained in the above Landlord's Disclosure including any reports and records.

Date: (Day, Month, Year Here)

Tenant
