OKC Home Realty Services

2532 W I-44 Service Road • Oklahoma City, OK 73112 (405) 232-5800



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

<<Lease Creation Date>>

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>> <<Co-Signer(s)>>

and us, the owner/agent:

<<Owner Name(s)>> / <<Company Name>>

You've agreed to rent the property located at

<< Unit Address>> for use as a private residence only.

This lease will then be automatically renewed on a month to month basis unless a thirty (30) day written notice is given by either party to terminate this agreement, or unless another Lease is signed by both parties. If lease goes to a month to month basis after completion of original lease, a thirty (30) day written notice is still required for proper termination.

2. **POSSESSION AND CONDITION:** If Owner/Management is not able to deliver possession of the Property at the beginning of this Agreement, Owner/Management shall be liable for no material damages of any sort. If the premises are livable, Lessee may not refuse to occupy the property without warrant.

Lessee accepts Property in its current, "AS-IS" condition. Lessee acknowledges they have has been given a list of any known defects to the property and have inspected the property. Lessee further approves 'without exception, the property AS IS, save for any defects they have itemized to Owner/Management. Lessee agrees to note any defects to the property in writing to Owner/Management within ten (10) days of this agreement. Should the Lessee fail to provide an itemized list Owner/Management with ten (10) days, they automatically acknowledge that Property is without defect in any way as of the date in which they took possession of the Property. If such is the case, Lessee shall bear responsibility for any defects as of the date in which they move from the Property.

1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

1.3 RENTS AND CHARGES

Rent is payable monthly, in advance, without need of demand or notice, at a rate of \$<<**Monthly Rent>>** per month, during the term of this agreement on the **1st** of Each Month. Upon the second month after move-in, a prorated rent of \$<<**Prorated Rent>>** shall be due. Said rent shall be paid to: <<**Company Name>>** at 2532 W. I-44 Service Road, Oklahoma City, OK 73112. (405) 232-5800

Rent must be received at the above location by 5:00 pm of the due date to counted on time. Rent may be paid by money order, personal check or through the resident portal (so long as Lessee has the privilege of using personal checks or the portal (see below). **Do not mail payments to our office.** We have a drop box at office.

CASH WILL NOT BE ACCEPTED.

If any check given by Lessee to Owner/Management is returned by the bank unpaid, Lessee agrees to pay to Owner/Management a \$35.00 service fee. Any returned check may be ONLY redeemed by cashier's check or money order. If the rent is paid after the due date, funds must be paid by money order or cashiers check. Should the Lessee have more than one check returned as unpaid by the bank, Owner/Management has the right to rescind Lessee's personal check privilege. In such an event, Lessee must pay their monthly rental payment by money order or cashier's check.

If an eviction has been filed by the Lesser against the Lessee, the Lessee may not mail a check or drop it in the overnight drop. If an eviction has been filed against the Lessee, the Lessee must pay the full amount of the balance during normal business hours.

Any notice required herein shall be deemed to be given if delivered personally or mailed via first class mail. If notice is to be delivered to Lessee, it will be delivered to the Property or the last known address of Lessee. If notice is to be delivered to Owner/Management from Lessee, to the address shown above.

LATE FEE FOR OVERDUE PAYMENT: If the rent, and any previous balance due, is not paid by Due Date for Rent and Lessee is in strict compliance with the other requirements contained herein, a fee of /Late Fee will be charged to the lessee.

X	
Initial Here	

1.4 SECURITY DEPOSIT

SECURITY DEPOSIT: Lessee agrees to pay a Security Deposit of \$ Security Deposit, which shall be held to indemnify Owner/Management against damage to the property and cleaning fees. Deposit will be refunded to Lessee by mail or in person, thirty days after residence is vacated if: **Keys have been returned and forwarding address left.**; and

Lease term has expired, or agreement has been terminated by both parties; and

- 1. All money due Owner/Management by Lessee has been paid; and
- 2. Lessee has requested and completed a final walk-thru with the Owner/Management; and
- 3. Premises is not damaged and is left in its original condition, normal wear and tear excepted;
- 4. Deposit will not be returned if Lessee leaves before lease term is completed. If lease term is not completed, the tenant agrees to surrender the deposit in full to Lessor. Deposit may be applied by Owner/Management to satisfy all or part of Lessee's obligations and such act shall not prevent Owner/Management from claiming damages in excess of the deposit. Owner/Management may not apply the deposit to any of the rent payment while Lessee is in possession of the property.
- 5. The Lessee has given Owner/Management a 30 notice they are moving.

Carpets shall be professionally shampooed upon vacating. Hardwood floors shall be buffed and cleaned; scratches in the hardwood flooring shall not be considered normal wear and tear. Holes left in walls from hanging pictures, etc. must be filled. If touch up painting done by the Lessee does not match original paint, Lessee shall be charged for cost of correcting this damage. The lawn must be mowed upon vacating, otherwise Lessee will be charged for mowing from Security Deposit. Lessee is required to remove any pet odors from the property upon vacating; failure to remove pet odor will result in deductions from the security to correct such conditions.

Owner/Management may retain the entire Security Deposit, should the Lessee vacate the property for any reason prior to the expiration of the term of this lease (see item #6). The Security Deposit shall be retained in an FDIC insured account in accordance to Oklahoma Landlord Tenant Laws. The security deposit account may be interest bearing. Any interest obtained from those funds will remain with Management and will not become property of the Lessee at any time.

If Lessee fails to clean the property upon vacating, charges for cleaning may be deducted from the security deposit. Rent will accrue until the keys have been turned in to management. Unpaid rent may be deducted from the security deposit.

It is not required that Lessee be present during the walk through. If Lessee wishes to be present during the walk through, they must notify Management when 30 day notice to vacate is presented. The inspector will notify Lessee when they will do the walk through.

Management will refund entire deposit if all requirements above have been met. The refund will be sent to the forwarding address provided by the Lessee to Management within 30 days of Management receiving all keys in possession of the Lessee to the property.

1.5 SECURITY DEPOSIT WAVIER PROGRAM

Security Deposit Waiver Program.

Tenant does hereby agree to the Security Deposit Waiver Program, in which Tenant hereby agrees to pay a monthly Security Deposit Waiver Administrative Fee of \$Security Deposit Wavier program

due on the same date as the rent each month, with the full understanding and agreement that these fees are not refundable at any time or under any circumstances. And, is paid instead of the entire amount of the security deposit, or in addition to the security deposit.

1.6 EARLY TERMINATION OF LEASE:

If the lease is terminated by Lessee prior to the term specified under item #1, the Lessee shall owe a leasing fee of \$ Custom Termination Fee at time in which the 30-day notice to quit is provided. In addition, the security deposit stipulated in item #5 shall be forfeited, the tenant shall be responsible for all rents until the property is leased again.

1.7 CONDUCT:

The Lessee shall not permit any unlawful or immoral practice to be committed on the premises or to so occupy same as to constitute a nuisance, and will comply with all state, federal and local regulations governing the use and occupancy of said premises. Tenant understands that the property is to be used for residential purposes only, and not used as a business.

IN THE EVENT OF BURGLARY, VANDALISM OR BREAK-IN: The Lessee shall immediately call the Police Department and report the incident. If Lessee or associates of the Lessee caused the damage, they will be held responsible for the damage. If the damage was a result of another party breaking and entering, Lessee will not be held responsible for the damage. Burglary, Vandalism and/or Break-In do NOT constitute cause for lease termination nor will Owner/Management allow Lessee to move from the premises.

1.8 RULES AND GENERAL REGULATIONS:

The Lessee agrees to the following, at his own expense:

- 1. Lessee understands that it is required that they have running water, electricity, and gas (if applicable) utilities turned on and operational. Any failure to do so is a violation of this lease, shall be grounds for termination, and constitutes grounds for eviction.
- 2. Maintain these premises in as good state as he finds it, reasonable wear and tear excepted.
- 3. Maintain, keep up and preserve in good condition, the lawn together with the walks, fences, flowers, shrubs, trees, and plants on the premises. During the growing season, the lawn shall be cut at least once every 14 days. Lessee shall trim trees and shrubs. If required, management will notify Lessee they have three days to mow the lawn. If the lawn is not mowed, Lessee will be charged the cost of mowing the lawn, or more according to the size of the lawn.
- 4. Make note of the dates of any big junk/trash pickup services so that large debris, tree limbs and materials can be removed. Lessee agrees to put such items on the curb in adequate time for pick up. Owner/Management is NOT responsible for moving tree limbs and/or shrubs on this property.
- 5. Repair, at his own expense, any DAMAGE done to the WATER, GAS AND ELECTRICAL FIXTURES as a result of his negligence.
- 6. Replace all broken glass and burned out grates that is a result of his negligence.
- 7. Keep sinks, lavatories, commodes, and sewer lines open.
- 8. Repair any plumbing or heating that may be damaged by his negligence.
- 9. Replace all lost or broken keys
- 10. <u>Utilities owner pays:</u> Custom_Utilities_Paid_by_Owner
- 11. <u>Utilities resident pays:</u> Custom_Utilities_Paid_by_Resident
- 12. Resident acknowledges responsibility for turning on and changing all utilities, (listed above on line "11") into their name.
- 13. Not drive large nails, and the like, into the walls, partitions, or woodwork of the buildings on the premises.
- 14. Lessee agrees to test the batteries in the smoke detector at least once per week. If the batteries are found to be bad, Lessee agrees to change those batteries with working ones as often as is needed.
- 15. Kerosene heaters are prohibited in the Property.
- 16. Water beds are prohibited in the Property.
- 17. LESSEE CAN NOT CHANGE, ADD OR REMOVE LOCKS TO THE PREMISES. If Lessee wishes to have their locks changed after moving in, they agree to pay Management \$100.00 per lock set.
- 18. Lessee agrees to change and/or check the A/C filter every other month.
- 19. Lessee does not have permission to install satellite dish on the roof without written permission from Owner/ Management
- 20. TRAMPOLINES: NO TENANT SHALL BE PERMITTED TO HAVE A TRAMPOLINE OR ANY SIMILAR DEVICE ON THE PROPERTY AT ANY TIME.
- 21. LESSEE IS PROHIBITED FROM HAVING ANY TYPE OF POOL ON THE PROPERTY THAT CAN HOLD WATER MORE THAN 12 INCHES IN TOTAL DEPT. IF LESSEE INSTALLS AND/OR USES ANY TYPE OF POOLS (OTHER THAN THE ONE EXCEPTION STATED ABOVE), AND LESSEE IS THEREFORE IN VIOLATION OF THE LEASE, LESSEE AGREES TO TAKE FULL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL POTENTIAL RISKS ASSOCIATED WITH THE PRESENCE OF THE POOL ON THE PROPERTY, INCLUDING ANY RISK TO GUESTS OR ANY OTHER UNINVITED INDIVIDUALS ON THE PROPERTY.
- 22. Lessee and all guests of the Lessee that come onto the property shall not engage in the use, sale, or distribution of illegal drugs of any kind.
- 23. If there are any signs of roaches or fleas when Owner/ Management does walk-thru after completing term of the said lease, there will be an automatic charge for exterminating.
- 24. Lessee is hereby notified that some types of mold or types of biological organisms may exist at the property. These organisms may cause physical harm to occupants of the property, including but not limited to allergy conditions. Lessee acknowledges and agrees to release manager and owner from any liability resulting from the presence of mold or other microscopic biological organisms at the property. Should the property be found to be unsafe for occupancy due to the existence of mold, Lessee shall be released from lease.
- 25. Lessee is responsible for all guests and animals allowed on the property. If you give someone a key to your home:
- 1. If their name is not on the lease you are in violation of this standard lease agreement and are subject to eviction.
- 2. In the eyes of the law they are now living with you and
- 3. You are responsible for evicting and/ or getting possession of your home back should anything go wrong including paying Owner/ Management to re-key your locks (minimal is \$50.00 per lock).

If a question arises as to what reasonable wear and tear and/or damage is, then the Owner/Management may name a person, the Lessee may name a person and the two together shall name a third person which, as a group of three, shall determine whether the damage in question is a result of reasonable wear and tear.

1.9 MAINTENANCE, REPAIRS, AND UPGRADES:

Lessee acknowledges the Property is in good order and repair. Lessee shall make all maintenance requests during normal business hours

(9 am to 5 pm, Monday through Friday). Lessee may call work orders into the office, text them, or come into the office to submit a work order request in writing. Lessee shall make reports of emergency situations requiring immediate attention upon the occurrence of such events, regardless of time-of-day.

If Lessee sets an appointment for a service call and has to reschedule or cancel they must notify the technician doing the work via text and phone call at least 2 hours prior to the service call. If Lessee does not cancel or reschedule 2 hours in advance of the service call they agree to pay \$50.00 to Management with their next rental payment.

Should the lessee cause damage to the property, they shall, at their own expense, pay for repairs or have repairs made to the property. If repairs or maintenance are required based upon normal wear & tear to the property that are not a result of damage done by the Lessee, Lessee shall notify Owner/Management within 24 hours of being made aware of the need for any such repairs or maintenance.

Lessee will be billed for any work orders due to food, grease, feminine products, baby wipes, diapers, hair trimmings, and foreign objects of any kind that result in clogged drains at the property. Lessee is responsible for repairs due to unreported water leaks. Lessee will not be reimbursed for any work done at the property without the prior approval of Management. Lessee will bear the expense of work orders resulting from frozen pipes during winter months

Lessee agrees not to make or have. made, any alterations, installations, or repairs to the Property without the prior consent of Owner/Management. Lessee understands that any alterations, installation, or repairs of any kind shall become the property of Owner/Management upon the termination of this Agreement. This includes, but is not limited to, ceiling fans, mini blinds, carpeting, fencing, lighting fixtures, shrubs, flowers, etc. Removal of any of these items may be subject to civil and criminal prosecution.

If a city notice has been posted on your property, Owner/Management will charge Resident a \$75 handling fee. Owner/Management may clean a property, or have it mowed at its discretion if a city notice has been received for that property within the last 6 months. In addition, if the Resident is not maintaining the outside of the property in an acceptable manner, Owner/Management may have the property cleaned and/or mowed to prevent fees or fines being levied by the city. Any fines assessed by Homeowners Association (if applicable) shall be paid by Lessee.

We do not offer 24/7 maintenance. We strive to get maintenance and repairs done ASAP, but never promise same day service. The quicker you can report an issue, the quicker we can have maintenance on location to address the issue.

If your issue falls on a weekend, call or send a text message to 405-586-0453. Emergency Voice mail is not checked during the week. If we can get maintenance on the issue over the weekend, we will. However, it may have to wait until Monday.

1.10 PET AGREEMENT:

<<Pet Information>>

Unless otherwise specified below, or subsequent written approval is provided by the Landlord, residents are prohibited from having any pets on Premises (this includes visiting pets, "pet sitting," short-term pets, fish tanks, etc.). If a resident is found to have a non-approved pet on Premises, resident shall be charged the pet administrative fees that would have been charged for the pet dated back to the beginning of this Agreement. If a resident does not cooperate with submitting a pet application in order to determine the appropriate amount of the pet administrative fee, then the pet shall be considered a high risk pet, and the maximum Pet Administrative Fee then listed on Broker's resident application shall be used to determine this amount. In Addition to these fees, the resident shall pay an Unapproved Pet Administrative Fee of \$150. resident shall remit payment of this total amount no later than thirty (30) days from notice being sent. Manager shall conduct an interior inspection of the premises upon obtaining knowledge of an unapproved pet, the cost of which shall also be charged to the resident (not included in the liquidated damages). Residents shall be prompt in scheduling this inspection with the inspection vendor.

Only the following pets are approved by Landlord, and resident is required to pay a Initial Pet Administrative fee of \$ Initial Pet Administrative Fee upon move-in, and a Monthly Pet Administrative Fee of \$ Monthly Pet Administrative Fee due on the same day as the regular rent:

1. Pet: Species: Breed: Weight: Pet: Species: Breed: Weight:

2. Pet: Species: Breed: Weight: Pet 2: Species: Breed: Weight:

3. Pet: Species: Breed: Weight: Pet 3: Species: Breed: Weight:

1.10 Other Terms

FIRE AND CASUALTY: If the premises should become uninhabitable by reason of fire, explosion, or by other casualty not resulting from negligence of the Lessee, the Owner/Management may at his discretion, terminate this lease or repair damages within 60 days. If repairs cannot be completed within this time or if premises is fully destroyed, this lease hereby created is terminated. If Owner/Management elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs Lessee has vacated and removed Lessee's possessions as required by Owner/Management. The date of re-occupancy shall be the date of notice that residence is ready for occupancy. The obligation of the Lessee to pay monthly rental shall continue in full force provided such repairs are completed within sixty (60) days.

The Lessee will make no claim against Owner/Management or his Agent, who shall not be responsible to Lessee for loss or damage caused by their parties, guests, trespassers, or any damage from fire, water, sewer, elements or any other cause. LESSEE SHALL OBTAIN

RENTERS INSURANCE TO PROTECT HIMSELF FROM ANY OF THE ABOVE OCCURRENCES. Neither Owner's insurance nor manager's insurance cover any types of claims resulting from losses of Lessee's personal property.

Personal Property: Lessee holds Owner/Management harmless from any damage, theft, vandalism, or any other type of loss to Lessee's personal property. Owner/Management agrees to insure the Property for fire and casualty. Lessee agrees to insure their personal property with a Renter's Insurance Policy against common place damages, including those caused by theft, vandalism, broken water pipes, fire, Windstorm, hail, flooding, leakage, backing up of drainage pipes, seepage, or, the overflow of water or sewage on the Property.

LIMITS OF OWNER/MANAGEMENT'S LIABILITY: Owner/Management shall conduct itself in professional manager in regard to the Lessee. However, Owner/Management shall not be liable for any damage or injury to Lessee or other persons at the Property. The only exception is if it can be shown that such damage is the result Owner/Management knowingly conducting itself in a negligent manner. Lessee indemnifies, releases, and holds Owner/Management harmless, as well as Owner/Managements employees or contractors, from and against any and all suits, actions, claims, judgments, and expenses arising out of or relating to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this Agreement or the use of this Property and premises.

EXTRA PEOPLE: If one of the two or more Lessees to this Agreement shall move prior to the expiration of the term of this lease, his or her moving shall not diminish the liability of any remaining Lessee for payment of rents unless a release in writing is obtained from the Owner/Management.

If the Lessee shall fail to pay any installment or rent within five (5) days after said monthly rental becomes due, or if he fails to perform any of the other conditions as stated herein, or if he abandon said premises or allows same to become vacant during the term of this lease, the Owner/Management shall then have the right, at his option, to re-enter and take possession of the premises without further notice or demand and without prejudice to other remedies and rights that the Owner/Management may have.

The Lessee hereby expressly waives all other legal formalities.

The leased premises shall be used exclusively for Lessee's use under this agreement, and not for any other purposes by not more than custom_of_people_living_in_property Person/People living in the property consisting of custom_of_adult Adults and custom_of_children.

Appliances Owner supplied: custom_appliances_supplied_by_owner

Appliances Resident supplied: all appliances not listed above

All appliances of any kind, including window air conditioners, are a convenience to the Lessee.

Owner/Management places no warranty on any appliance that might come with the property and assumes no responsibility for their operation whatsoever. Any appliance that came with the property when the Lessee took possession of the Property shall be returned by Lessee upon move-out in the same condition as when the Lessee took possession.

TAXES: Owner/Management shall pay all taxes and assessments imposed upon the premises by any lawful authority.

LEAD, ASBESTOS, AND OTHER POTENTIAL ENVIRONMENTAL HAZARDS: It is estimated that the property was built in custom_Built_in_year. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed 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 and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead. Certain building materials in properties constructed prior to 1980 may have contained asbestos. Lessee may, at their expense, have the Property tested for lead and/or asbestos prior to occupancy. Should Lessee determine that lead and/or asbestos levels are not within an acceptable range, Lessee may void this Agreement provided they have not taken possession of Property and no more than four (4) days have transpired since entering into this Agreement. Owner/Management is not aware of other types of environmental hazards associated with the Property.

EXTERMINATION: Lessee has (2) weeks from possession of property to notify Owner/ Management of any signs of mice or vermin: (fleas, roaches). After the 2 weeks, it is 100% Lessee's responsibility to treat for and insure removal of any infestation.

OWNER/MANAGEMENT'S RIGHT OF ACCESS: Lessee grants Owner/Management access to the Property With consent of Lessee for such things as scheduled maintenance. In addition, Lessee grants Owner/Management access to the property without notice to Lessee in the case of emergency, or Lessee is in default of this agreement. Owner/Management may forcibly enter the Property in the event that Lessee has changed the locks. Management performs inspections annually at the property, or more frequently if deemed necessary by management. Normally, a 24-hour notice is provided to Lessee prior to entry.

DEFAULT BY LESSEE: Lessee is in default of this agreement in the event of violation of any of the terms herein. Owner/Management shall provide written notice of any default by Lessee. Should Lessee fail to rectify any such default after receiving notice by Owner/Management, or if Lessee has abandoned the property, Owner/Management may terminate all Lessee's rights. However, Lessee has 24 hours after notice to cure any such default. However, Management may enter the premises for posting notices or perform other management activities without being guilty of trespassing in any manner.

The agreement allows Management to REPORT ANY UNPAID BALANCES TO CREDIT REPORTING AGENCIES FOR PERMANENT REPORTING ON LESSEE'S CREDIT FILE.

BROKER RELATIONSHIP DISCLOSURE: Management is a licensed real estate broker.

ABANDONED PROPERTY: The Property is considered abandoned if the property is left vacant for a period of six (6) days after the due date of the rent has lapsed without being paid. In the event that the Lessee abandons the Property, Owner/Management may consider any personal property left on the premises to be abandoned. Lessee hereby waives all right to any such items left in the Property. Owner/Management may dispose of those items as they see fit, including selling any items to recover for damages. In the event the property is abandoned, Owner/Management places a lien on all personal property at the Property for payment of any and all sums due hereunder.

In the event of a judgment for possession Lessee agrees any personal property left in/on the premises is to be considered abandoned by the Lessee. Lessee agrees and authorizes Owner/ Management to dispose of abandoned property in any way Owner/Management sees fit. Lessee specifically waives all rights to personal property in the event of an eviction as specified in any state law governing landlord tenant law whatsoever.

EVICTION: If Lessee has failed to pay rent, been notified as such, and still fails to pay, Owner/Management shall have the right to proceed immediately with an eviction to obtain possession of the Property. Owner/Management may also pursue any and all legal remedies to enforce this Agreement to obtain a judgment against the Lessee. Upon receiving possession of the property through the court, Lessee will surrender the Property to Owner/Management in as good a condition as when the Lessee took possession of the Property, ordinary use and wear excepted. Lessee agrees to remove all personal property in a timely manner. Any judgment obtained against Lessee may be collected through garnishment against wages. In addition, the judgment may be recorded with credit bureaus.

If eviction has been filed, tenant must pay ALL rent in certified funds (cashier's check or money order). Manager reserves the right to refuse partial payment. Tenant may not use the night drop as a means of making payments if eviction has been filed. Any and all payments must be made during normal business hours. If a notice to quit has to be served, either by posting, mailing, or delivered, Lessee will be charged a \$35 Admin posting fee. If Management is required to file a Forcible Entry and Detainer, due to past due rents owed by Lessee, Lessee shall incur a \$75 Administrative fee for eviction plus the cost of court filing and the process server.

If the case is taken to court, the Lessees shall pay to Management an administrative fee of \$75.00. Should a writ of execution be required, The Lessees shall owe an addition Administrative fee of \$95.00 plus the actual cost of the writ of execution.

Military Service: Lessee certifies that he/she is is not currently in the service of the US military.

If the Lessee shall receive official orders relieving them from assignment to the Tinker Air Force Base area or retire or be relieved of duty in the Military service or shall be directed to occupy government quarters, Lessee may terminate the lease upon written notice of their intention to do so.

The parties have read and signed this document in person, the day and year above written. This is a legally binding contract. If any of the parties do understand any of the terms and/or conditions it is recommended they seek legal advice from an attorney before signing.

LESSEE: <<Tenants (Financially Responsible)>> <<Co-Signer(s)>>

LESSOR: << Owner Name(s)>>

Property Management: << Company Name>>

9. ADDENDUM TO LEASE Changing Your Homes Air Filter

Why? Changing your heating and cooling system filter is required to be done once a month to make sure you and your family are breathing the cleanest air and reducing a higher unnecessary electric bill for making the system work harder. A dirty filter does not let as much air through and that taxes the system, so you will be using more fuel, whether it's gas or total electric.

Step 1. Get the FILTER SIZE before you BUY a new filter.

You can find the size from the old filter printed on the side of it. You can find the size of the filter, labeled (written) on the furnace. Now you can purchase a filter at any hardware store or Walmart

Step 2. Turn OFF The unit,

You Can turn the furnace OFF by turning the thermostat to the off position

You can turn the furnace Off by unplugging it, look for a plug inside the closet.

Step 3. REMOVE old filter,

Locate the air filter. Slowly pull the old air filter out from its holding in the air filter grill.

Step 4. INSERT New Filter.

Slowly Push (insert) the new air filter into the slot in the air filter grill. There are arrows on the filter to indicate the direction of the airflow through the filter. if your air grills (Air Comes Out) are in the calling your ARROW should be pointing up. If your air grills are in the floor your ARROW should be putting down.

*** NEVER RUN THE HEAT & AIR SYSTEM WITHOUT A FILTER***

Watch video: https://www.youtube.com/watch?v=AgVSchDbcA or other how to videos on YouTube about changing your air filter. If you have questions about where your filters are or want maintenance to show you how to change the filters please ask for assistance on your move-in checklist.

Should the serviceman determine that the cause of the repair is due to not changing your filter you will be charged the cost of service fee.

I have read and acknowledge in the explaining of the details, services and benefits of changing my air filter monthly. I understand if service is required for my air system I am responsible of the charges.

Properties with Window unit A/C units' residents are responsible to clean filters in those units. I have read and acknowledge in the explaining of the details, services and benefits of changing my air filter monthly. I understand if service is required for my air system I am responsible of the charges.

LESSEE and following persons: <<Tenants (Financially Responsible)>> <<Co-Signer(s)>> <<Other Occupant(s)>>

OCCUPANTS: PREMISES shall be occupied, except for overnight or short-term guest (less than four weeks), only by the above mentioned

MOLD

LESSEE is hereby advised that mold and/or other microscopic organisms may exist at the property and such microscopic organisms and /or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularity in persons with immune system problems, young children and/or elderly person. LESSEE acknowledges and agrees to release and indemnify MANAGEMENT and/or OWNER from any liability resulting from the presence of mold or microscopic organisms in the premises. Should the PREMISES be found to be unsafe for occupancy due to the existence of mold, LESSEE shall be released from lease. This Lease Addendum is incorporated into the lease executed and/or renewed between OWNER/MANAGEMENT and LESSEE.

DIRECTIVE FOR THE DISPOSITION OF PERSONAL PROPERTIES IN THE EVENT OF DEATH

LESSEE hereby designates, the following individual to have authority over any personal property in or about the PREMISES in the event of

LESSEE'S Death:<<Emergency Contact(s)>> In the event of LESSEE'S death, OWNER/MANAGEMENT shall have the authority to remove and store LESSEE'S personal property. Property will be released to individual above if request is made prior to disposal which will occur 13 day from certified notification date to above referenced individual. If above referenced individual does not pick up LESSEE'S said property within 13 days from certified notification date, property will be disposed of on the 14th day of said notification. OWNER/MANAGEMENT shall refund LESSEE'S security deposit to above referenced individual, less cost to remove and store property and lawful deductions for cleaning and damage repairs. if above referenced individual elects to remove is unable to remove LESSEE'S personal property.

Homeowners Association

By my signature below, I hereby confirm receipt of the Homeowners Association Rules and regulations always agree to abide by the rules and regulations provided . Any fines issued by the HOA for LESSEE not abiding by the HOA R&R will be the LESSEE expense. HOA violations are grounds for termination of the lease.

NO SMOKING IS ALLOWED IN THIS PREMISES

BEDBUG ADDENDUM

The undersigned Lessee hereby acknowledges and certifies that they have not experienced and evidence of bedbug infestation at the residence from which they are currently relocating and / or from where their furniture was stored.

Further, that they have inspected the current rental until and based on that inspection certify that they have found no visible signs of bedbug infestation • The Lessee is cognizant that purchasing and placing used furniture of any kind into the premises has a significant threat of causing an infestation problem and that the lessee will fully inspect any furniture before placing it inside the premises.

Lessee will immediately notify management of any pest infestation during business hours.

Lessee understands that this information is relied on by management and is a condition precedent to entering into a lease agreement and management's allowing Lessee occupancy of the premises•

Any False statements of misrepresentations may serve, at the discretion of management, as ground for breach of lease and result in termination of tenancy \bullet

1.11 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/ OR LEAD-BASED PAINT HAZARDS.

Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed 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 and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i)Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(ii) $_{\rm X}$ _ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the lessor (check (i) or (ii) below):
(i) $__$ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
(ii) $_{\rm X}$ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Lessee's Acknowledgment (initialed below) Lessee has received copies of all information listed above.
(d) _X_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.
Agent's Acknowledgment << Company Name>>, Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and
is aware of his/her responsibility to ensure compliance.
Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.
LESSOR:< <owner name(s)="">></owner>
LESSEE:< <tenants (financially="" responsible)="">> <<co-signer(s)>></co-signer(s)></tenants>
AGENT: < <company name="">></company>
XInitial Here
1.12 OKLAHOMA REAL ESTATE COMMISSION DISCLOSURE TO LANDLORD OR TENANT OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICE
This notice may be part of or attached to any of the following:

	Property	Management	Agreement	<u>X</u>	_ Lease/	Rental	Agreement
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1. Duties and Responsibilities. A Broker who provides brokerage services to one or both Parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the Party or Parties signing a contract to sell, purchase, lease, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one Party, or working with both Parties:

A. treat all Parties to the transaction with honesty and exercise reasonable skill and care;

B. unless specifically waived in writing by a Party to the transaction: 1) receive all written offer and counteroffers; 2) reduce offers or counteroffers to a written form upon request of any Party to a transaction; and 3) present timely all written offers and counteroffers.

C. inform, in writing, the Party for whom the Broker is providing brokerage services when an offer is made that the Party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;

D. keep the Party for whom the Broker is providing brokerage services informed regarding the transaction;

E. timely account for all money and property received by the Broker;

F. keep confidential information received from a Party or prospective Party confidential. The confidential information shall not be disclosed by a Broker without the consent of the Party disclosing the information unless consent to the disclosure is granted in writing by the Party or prospective Party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction: 1) that a Party or prospective Party is willing to pay more or accept less than what is being offered, 2) that a Party or prospective Party is willing to agree to financing terms that are different from those offered, 3) the motivating factors of the Party or prospective Party purchasing, selling, optioning or exchanging the property, and 4) information specifically designated as confidential by a Party unless such information is public.

G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;

H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules; 1. when working with one Party or both Parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both Parties. 2. Brokerage Services provided to both Parties to the transaction. The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide brokerage services to both Parties to the transaction. This could occur when a Firm has contracted with a Owner/Landlord to lease a property and a prospective Tenant contacts that same Firm to see the property. If the prospective Tenant wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both Parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each Party. When a Broker provides brokerage services to a landlord under a property management agreement, the services provided to the Tenant by the Broker shall not be construed as creating a broker relationship with the Broker and the Tenant unless otherwise agreed to in writing; however, the Broker owes to the tenant the duties of honesty and exercising reasonable skill and care. 3. Broker providing fewer services. If a Broker intends to provide fewer brokerage services than those required to complete a transaction, the Broker shall provide written disclosure to the Party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other Party in the transaction is not required to provide assistance with these steps in any manner. 4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each Party in a separate provision, incorporated in or attached to the contract to sell, purchase, lease, option or exchange real estate.

I understand and acknowledge that I have received this notice on <<Lease Creation Date>> <<Tenants (Financially Responsible)>> <<Co-Signer(s)>> <<Owner Name(s)>>. <<Company Name>>

This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission OREC DISCLOSURE TO LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES (11-2014)

1.13 OCCUPANTS OF PROPERTY

LESSEE and following persons:

<<Other Occupant(s)>>

OCCUPANTS: PREMISES shall be occupied, except for overnight or short-term guest (less than four weeks), only by the above mentioned

By initialing below, you acknowledge and agree to the terms in Section 1.



2. Policies and Procedures

2.1 LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES (11-2014)

1) that a Party or prospective Party is willing to pay more or accept less than what is being offered, 2) that a Party or prospective Party is willing to agree to financing terms that are different from those offered, 3) the motivating factors of the Party or prospective Party purchasing, selling, optioning or exchanging the property, and 4) information specifically designated as confidential by a Party unless such information is public. G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act; H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules; I. when working with one Party or both Parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both Parties.

By initialing below, you acknowledge and agree to the terms in Section 2.



3. LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES

3.1 LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES (11-2014)

2. Brokerage Services provided to both Parties to the transaction. The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both Parties to the transaction. This could occur when a Firm has contracted with a Owner/Landlord to lease a property and a prospective Tenant contacts that same Firm to see the property. If the prospective Tenant wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller

that the Firm is now providing brokerage services to both Parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each Party.

When a Broker provides brokerage services to a landlord under a property management agreement, the services provided to the Tenant by the Broker shall not be construed as creating a broker relationship with the Broker and the Tenant unless otherwise agreed to in writing; however, the Broker owes to the tenant the duties of honesty and exercising reasonable skill and care.

By initialing below, you acknowledge and agree to the terms in Section 3.



4. LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES

4.1 LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES (11-2014)

3. Broker providing fewer services. If a Broker intends to provide fewer brokerage services than those required to complete a transaction, the Broker shall provide written disclosure to the Party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other Party in the transaction is not required to provide assistance with these steps in any manner.

By initialing below, you acknowledge and agree to the terms in Section 4.



5. LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES

5.1 LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES (11-2014)

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each Party in a separate provision, incorporated in or attached to the contract to sell, purchase, lease, option or exchange real estate.

I understand and acknowledge that I have received this notice on << Lease Signed Date>> << Tenants (Financially Responsible)>>

This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission OREC DISCLOSURE TO LANDLORD/TENANT OF DUTIES AND RESPONSIBILITIES (11-2014)

5.2 LEAD DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed 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 and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _ Known lead-based paint and/or lead-based paint hazards are present in the housing
- (ii) _X_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) __ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) _X_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Lessee's Acknowledgment (initial)

- (c) __Lessee has received copies of all information listed above.
- (d) _X_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) OHRS Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor <<Owner Name(s)>> Lessee <<Tenants (Financially Responsible)>> <<Lease Signed Date>>

By initialing below, you acknowledge and agree to the terms in Section 5.



6. Residents Benefits Program

6.1 RBP ADDENDUM

- This Lease Addendum ("RBP Addendum") is effective as of the commencement date of the Lease and agreed upon between the Tenant and the Landlord. The RBP Addendum provides the terms and conditions of the OKC Home Realty Services, LLC Resident Benefits Package ("RBP") that delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$30.00/per month ("RBP Fee"), payable with Rent and defined as Additional Rent. The RBP includes all services listed below and no discounts to the RBP Fee will be given if any element(s) of the RBP is discontinued and/or unavailable due to a lack of HVAC, property-specific limitations, availability of services, or any other reasons, unless otherwise specified below.
- Tenant and Landlord mutually agree that the RBP is defined based on the listed services below and variations of inclusions may exist due to property specifications and elections requested by Tenant. Tenant acknowledges and agrees that (1) all services listed below are part of the RBP, (2) are made at the Tenant's request and shall be effective for the Term of the Lease, and (3) shall terminate only upon termination of the Lease, or upon the renewal of the Lease without the inclusion of RBP.
- HVAC Filter Delivery: The RBP shall include the provision and delivery of HVAC filters for the Tenant's home approximately every 90 days, or as required by your HVAC system. Tenants shall be solely responsible for the proper installation of the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by the Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify the Landlord in writing. Due to potential damage caused to the HVAC system from failure to properly and timely replace the filters shall be considered a material breach of the Lease and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. If at any time Tenant is unable to properly or timely install a filter, Tenant may notify Landlord in writing and Landlord shall arrange for installation and may charge a trip fee, or other fee, to Tenant to perform the filter change. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package. Tenant acknowledges and agrees that the delayed receipt of HVAC filters, or inaccuracy of shipment, shall not cause a reduction or modification to the RBP Fee.
- Move-in Concierge Service: The RBP shall include a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation (collectively, the "Move-in Services"). Tenant acknowledges that the concierge service provided herein does not guarantee connectivity, account setup, rates, fees, and availability of the Move-in Services, and that all Move-in Services are subject to the approval of the Tenant by the third parties providing such services. Tenant maintains the right at any time to facilitate Tenant's own activations of the Move-in Services, and such action by Tenant shall not reduce or modify the RBP Fee. Tenant agrees to abide by all applicable lease and property restrictions and guidelines applicable to the Move-in Services.
- Resident Rewards: The RBP shall include access to a resident rewards program ("Rewards") designed for use by the Tenant. Rewards are solely accessible online and are activated, and used, at Tenant's sole discretion through use of a mobile application provided by the Rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of the Landlord. The Rewards shall be subject to Tenant's acceptance of the Rewards provider terms of use. Tenant acknowledges that the Rewards online platform may be inaccessible due to, but not limited to, scheduled outages, force majeure, internet failures, among other reasons. Tenant acknowledges and agrees that the inaccessibility of the Rewards for a period of less than thirty-one (31) days shall not cause a reduction or modification to the RBP Fee.
- Credit Building: Tenant agrees to, and Landlord shall provide, credit bureau reporting of payment history of Rent payments, excluding
 payment of Additional Rent or any other services paid by Tenant under the Lease, through a third- party service provider. For any
 disputes, and/or corrections, Tenant acknowledges and agrees to seek resolution first with the third-party credit data furnisher, and in
 the absence of resolution, then from the Landlord. Tenant acknowledges and agrees that the inaccurate reporting, or lack of reporting,

shall not cause a reduction or modification to the RBP Fee.

- \$1M Identity Protection: Tenant has elected to be automatically enrolled in Identity Protection and agrees to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.
- Home Buying Assistance: Tenant acknowledges that Landlord is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the RBP for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate agreement outside of this Lease.
- 24-Hour Maintenance Coordination Service: Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.
- Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.
- Multiple Payment Methods: All rental payments can be paid using a variety of methods available under the Tenant's portal. Available methods include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees associated with payment methods are at the Tenant's expense.
- RBP Vendors: Landlord, and/or OKC Home Realty Services, LLC, may have business relationships or affiliations with vendors and suppliers of RBP services or products provided herein and may receive financial or other benefits from that relationship or affiliation. Landlord, and/or OKC Home Realty Services, LLC, will ensure all third-party vendors are licensed, bonded, and insured, if applicable.
- Data Privacy Consent: Tenant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Tenant's personally identifiable information, including sensitive information, to include, but not limited to, Tenant's name, address, telephone number (home, work and mobile numbers), date of birth, driver's license number, social security number, banking and other financial information, including credit card numbers (collectively, the "Tenant Data") by the Landlord, and its service providers, subcontractors, and agents (individually or collectively, the "RBP Provider(s)") for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data may be transferred to any RBP Provider implementing, managing, and performing the RBP, now or in the future. The Tenant authorizes the RBP Providers to receive, possess, use, retain and transfer the Tenant Data, in electronic or other form, for the exclusive purpose of implementing, managing, and performing the RBP. The Tenant understands that Tenant Data will be held by the RBP Providers only as long as is necessary or appropriate for implementing, managing, and performing the RBP. Further, the Tenant understands that the Tenant is providing the consents herein on a purely voluntary basis. Landlord represents and warrants that it shall comply with applicable data protection laws, including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.
- Consent to Receive SMS Messages: Tenant consents to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from the Landlord and the RBP Providers at the specific number(s) provided to the Landlord, with service-related information, account information or questions, and/or marketing information. The Tenant represents that the Tenant is permitted to receive calls and text messages at the telephone number provided to the Landlord by the Tenant. Standard message and data rates may apply. SMS messaging services may be modified from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to the Tenant.
- Upon the signature of the Landlord and the Resident(s) below, the above-mentioned RBP Addendum shall be considered as part of the Lease and legally binding on all Parties. Additional Terms and Conditions

	Lease and legally britaing on an Parties. Additional Terms and Conditions
X	nitial Here
Ву і	nitialing below, you acknowledge and agree to the terms in Section 6.

7. Sign and Accept

Initial Here

7.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X			
Lessee			
Date Signed			
_			
Χ			
Lessor			
Date Signed			