

# Residential Lease Agreement

This is a legally binding contract, if not understood, seek advice from an attorney

The contract and any applicable attachments are between **4 Point Properties, llc**, an Oklahoma licensed real estate Broker license #160737, who is authorized to represent the Owner and manage the premises, herein after called "Broker" and lessee(s) listed:

## THIS LEASE CREATES JOINT AND SEVERAL LIABILITY AMONG ALL LESSEES WHO SIGN THIS AGREEMENT.

1. **TERMS:** In consideration of their mutual agreement to the following terms, conditions, and covenants, the Broker hereby leases and rents to Lessee, and Lessee hereby takes as lessees under Broker, the following described premises:

in the City of Stillwater, County of Payne, and State of Oklahoma, to be used by Lessee as a lawful, strictly private residential dwelling with all included personal property, for the dates:

Any extension of the expiration date must be mutually agreed upon in writing prior to the expiration date. Lessee shall not have the right or power to sublet or transfer interest in the premises or any part thereof, without Broker's qualification and written consent. If lessee holds over after the Expiration Date with the consent of the Broker, the tenancy shall be from month to month only and not a renewal (unless there is an execution of a new written lease). Lessee 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 lessee holds over.

2. **RENT:** The total rent owed for the term above may be paid in equal monthly installments or in advance lump sum. For Monthly installments, Lessee agrees to pay to Broker on the **FIRST** day of each month, as rent for said premises, the sum of \_\_\_\_\_ per month for the entirety of the lease. In the event that monthly rent is not paid in full by the end of the 5<sup>th</sup> day of the month or in the event that a payment tendered for the rent shall be for any reason dishonored, liquid damages in the form of **late charges shall accrue in the amount of \$25 on the 6<sup>th</sup>, with an additional \$5/day thereafter**, which shall be due and payable forthwith in addition to any rent unpaid. Rent not paid in accordance with this paragraph shall be deemed in breach of this lease. Deductions made from rent without written permission from Broker are considered as unpaid rent and will be subject to a late fee. A \$25 charge for each rejected payment will be assessed in addition to the late fees. After a 2nd rejected payment all subsequent rent payments must be made in cash, money order, or cashier's check. If there is a balance due on lessee's account, payments by lessee will be made towards all monies owed before current rent. In the event that any month's rent is not received by the Broker within 5 days after a written notice of the Broker's demand for payment then the Broker may terminate the Lease as provided by the ORLTA (Oklahoma Residential Landlord-Tenant Act). At lease termination total rent remains due until the end of lease term or until the premises is re-leased.
3. **SECURITY DEPOSIT:** Lessee shall deposit with Broker before occupancy the sum of \_\_\_\_\_ for a security deposit. This damage and security deposit shall secure the performance of lessees obligations to pay rent and leave the premises in good, clean, and operating condition and for ordinary obligations. Said deposit may be applied by landlord to any purpose permitted by law and upon termination of this agreement accounted for in accordance with the terms and provisions of the ORLTA. It shall be forfeited by lessee if lease is breached for any reason. Any unused balance at end of lease shall be returned to lessee within forty-five days of both the lessee giving written request for the return of the security deposit and the lessee giving possession of the Premises to the Broker as stated in the Security deposit Addendum. Lessee shall not have the right to apply the Security deposit for payment of rent.
4. **UTILITIES:** Lessee shall be responsible for paying all utilities assessed against the leased premises beginning on lease commencement date and ensure that utilities are properly billed to Lessee. Broker may discontinue any temporary utility service at the leased premises effective on said date. If utilities are turned off or never turned on during the lease term, it will be considered a breach of lease and all associated charges will be billed to the lessee. Utilities

shall remain on and in lessee's name through the end of the lease termination month, (at least 5 business days after the Lease Agreement ends) or Broker may charge Lessee for utilities and fees paid by Broker.

5. **ANIMALS:** No animals are allowed on or around the premises, and any exception must be approved in writing by Broker and have proper documentation, including service/assistance animals. The lessee must accept terms and conditions of the 'pet agreement' and provide the pet deposit before any animal may be on the aforementioned property. If an unauthorized animal is found on or about the premises, a \$25 fine per day will be assessed for each day the animal is on the premises. This penalty applies whether the animal belongs to Lessee or some other person, and it will be a breach of the lease agreement and could result in the issuance of an eviction notice. Lessee will be responsible for all cleaning and any other charges related to the animal. A Lessee in need of a **service/assistance animal** as defined by the Fair Housing Act and Americans with Disabilities Act shall give notice and documentation to Broker to verify lessee meets definition of disability, describe accommodation needed, and show the relationship between disability and needed accommodation to be verified by Broker before being approved per OK HB3282.
6. **POSSESSION:** It is the intent of the Broker to deliver a dwelling unit ready for possession and cleaned to a reasonable standard that includes the personal property (appliances) as marketed to Lessee. Lessee's taking possession of premises shall be conclusive evidence of receipt of the premises in clean and good order and repair. If property does not meet these standards, lessee must notify Broker prior to occupying the property and within twenty-four hours of being given access to the key/lock code. Any damage found upon possession that needs repair must be entered as an online request. Lessee agrees that no promise to decorate, alter, repair, or improve the premises has been made except expressed in writing by the Broker. Lessee shall not drill, nail, paint or otherwise alter the walls within the premises without the written consent of the Broker.
7. **Legal use:** Lessee shall use the premises only for residential purposes and for no other purpose. Lessee's use shall comply with city code and ordinances, city, state, and federal regulations and laws. Lessee shall pay any cost incurred by Owner or Owners Broker due to Lessee's violation of any code regulations, ordinances, or laws. Failure to pay these costs shall constitute a breach of this lease.
8. **LESSEE RESPONSIBILITIES:** Lessee agrees to keep premises sanitary, free from pests, and to be fully responsible for any breakage, damage, or destruction, which may be caused by Lessee, Lessee's agents, servants, employees, guests, invitees, or pets, which may occur during the term of this lease above normal wear and tear and will remedy or be charged to clean or repair premises. Lessee's failure to identify any pest infestation within thirty (30) days of lease start date shall constitute Lessee's agreement that the premises had no infestation of any kind. Lessee is responsible for keeping areas inside, around, and outside property clean and sanitary and free from pests. After 30 days, it is the Lessee's responsibility to remove/treat the property for any pests (including but not limited to ants, roaches, spiders, rodents) or Broker can contract it at lessee's expense. Lessee 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 lessee. Junk and/or trash on, in, or around premises is strictly prohibited and will be removed, whenever found, at Lessee's expense. Any furniture on the porch or outside not made specifically for outdoor use will be in violation of this lease and will be removed at Lessee's expense. At no time should any person be on the side or roof of the property. No vehicle, including passenger car or moving van is to be driven or parked in the yard. \$25/day fine will be assessed if vehicle is in a yard without prior approval and it may be towed at the vehicle's owner's expense. Broker will provide lawn mowing at no additional fee to the Lessee.
9. **SMOKE DETECTOR/non-Smoking-Vaping:** Lessee is responsible to report smoke detectors not operating properly and check them every 30 days and shall replace batteries as needed to ensure they operate properly. Lessee will not tamper with or disable smoke detectors in any manner. If a malfunction of smoke detectors occurs, Lessee agrees to immediately report such malfunction to Broker, so replacement can be made. Smoking of any kind, including tobacco and marijuana, and vaping or the use of e-cigarettes on the interior or exterior of the premises is strictly prohibited and will be cause for eviction and termination of the lease at Broker's discretion. If any damage occurs due to Lessee or Lessee's visitors, Lessee shall be responsible for the cost of having premises painted, cleaned, walls washed, deodorized, air ducts and filters cleaned and carpets/drapes cleaned or replaced as necessary. **Candles or other open flames are not allowed inside the house.**

10. **MARIJUANA:** Lessee shall not grow or cultivate marijuana on the interior or exterior of the premises. Lessee shall not sell or distribute marijuana, marijuana products or any controlled substance. If Lessee or Lessee's guests engage in such activities, lessee will be subject to eviction and liable for any damages, including any costs incurred to repair/clean the premises.
11. **OCCUPANTS:** Only the persons listed as lessee's above shall occupy the premises. Occupancy by anyone other than those listed for more than 14 consecutive nights shall constitute a breach of lease unless the Broker gives prior consent in writing. Pursuant to Title 41 OS 130.1A in the event of an emergency or death, notification is to be made to the permanent contact listed on the lessee's application and Broker will allow such person to have reasonable access to the premises in the presence of the Broker and to remove lessee's property from the premises as needed.
12. **GENERAL MAINTENANCE/REPAIRS:** It is Lessee's responsibility to replace light bulbs, water filters, batteries, and HVAC air filters as needed, and keep HVAC unit clean to keep heating/cooling system running at optimum levels and utility bills low. Any damage/failure of systems due to not keeping unit clean/filters changed or service charges related to these actions may be charged to lessee. **Lessee will be charged for clearing drains/sewers/garbage disposals or any other damage/repairs needed due to lessee's actions.** Lessee shall be held responsible and agrees to pay for any damage caused by freezing due to lessee's negligence. Thermostats should be kept above 60 degrees Fahrenheit and hoses removed from outside faucets. Space heaters should be placed in outer walls/garage spaces that have water pipes during freezing temperatures. Lessee agrees to give immediate notice to Broker of any accident or injury to any person or of any damage to the premises or furnishings or of any malfunction of equipment, appliances, plumbing, doors or windows, etc. Lessee does not have the right to hire a service provider to maintain or repair any failure or damage on the property without written permission. Broker shall not be liable for any damage or loss to renter's personal property or perishable goods occasioned by mechanical failure of any appliance or equipment provided by the Broker including plumbing, gas, water, steam or other pipes or fixtures, or sewage, nor for any damage arising from acts over which he has no control. Broker has discretion to repair/replace or not repair/replace non-essential items that fail during lease. Lessee must submit all requests for maintenance and repair (except emergencies) online to Broker. **If an emergency arises,** Lessee should contact maintenance manager or Broker by phone to report the situation immediately. Emergency is defined as: uncontrollable leaking of water pipes or water heater, overflow of drainage system, heating not functioning, malfunctioning locks which prevent securing the premises, flooding, fire, or other such situations requiring immediate attention so as to limit or prevent injury to persons or damage to premises. Lessee shall report any water leaks to Broker immediately and Broker is not responsible for any water bills incurred for a water leak or running toilet. Regular maintenance requests not entered in the online maintenance system shall be deemed not to have been presented.
13. **DISCLOSURES/FAIR HOUSING:** Broker and Lessee acknowledge and agree that Broker shall lease the Premises to the Lessee without regard to sex, race, religion, color, handicap, familial status, or national origin. LEAD BASED PAINT Addendum and disclosure will be provided to lessee if premises was built prior to 1978. 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 Lessee. Services performed and rendered by Broker are on behalf of and for the benefit of Owner. OREC license #s for signing sales associates are: Andrea Wilson 150019 or Jodie Wilson 157908
14. **AIR QUALITY/MOLD AND MILDEW.** Owner and the Owner's Broker have no knowledge and take no responsibility for any type of air quality problems that Lessee, Lessee's family members or guests might encounter in the Premises. In the event that Lessee or Lessee's guests or family members experience any type of respiratory problems, it is strongly recommended that Lessee have the Premises tested before occupancy. The Lessee will pay cost of such testing. Mold and/or mildew can grow in any portion of the Premises exposed to elevated levels of moisture, and some forms of mold and mildew can be harmful. Lessee agrees to report to Broker any water intrusion problems (other than in sinks, showers, toilets, and other areas designed to hold water or to be wet areas). Lessee shall not block or cover any heating, ventilation, or air condition ducts located in the Premises. Owner and the Owner's Broker shall not be responsible or liable to Lessee or Lessee's family members or guests for any problem, including any illness or sickness that might arise from mold, mildew, and/or air quality within the

Premises. By signing this Lease, Lessee agrees to hold Owner and the Owner's Broker harmless from any mold or air quality problems, including any illness or sickness that might occur

15. **INSURANCE:** All personal property located on or stored in the premises is at the risk of the lessee, and lessee shall indemnify and hold harmless Broker from and against any loss or damage to said personal property. Lessee is responsible for obtaining and paying for their own insurance to cover lessee's personal property and liability. Broker shall not carry insurance for Lessee's personal property or liability. Lessee agrees and understands that Broker is not responsible for loss of perishable goods should there be an outage or mechanical failure of any appliance or equipment provided by the Broker. Lessee is responsible for any loss incurred by the Broker due to lessee neglect, misuse, abuse, or accident caused by the lessee.
16. **BREACH OF CONTRACT/CRIMINAL ACTIVITY:** In the event of default by any lessee, every remaining signatory shall be liable for timely payment of rent and shall be bound by all of the terms, conditions, and covenants of this lease whether or not they are in actual possession of the premises. Should lessee neglect or fail to perform and observe any of the terms of this lease, Broker may deliver written notice of the breach and that the lease will terminate unless remedied. If lessee fails to comply with the notice, Broker may declare lessee in breach of lease and institute eviction actions without limiting the liability of lessee for all obligations under this lease including payment of rent for the lease term, and payment of fees incurred by Broker for re-leasing the premises. In the event lessee is engaged in or allows illegal activities on the premises, disturbing their neighbors with unreasonable noise or if police are called due to any type of violent behavior, or if lessee has excessive traffic going in and out of the premises, lessee may be given notice to vacate. Any criminal or illegal activity by lessee or guest or any other person at lessee's property, danger to the premises that threatens the health, safety, or right of peaceful enjoyment of the location or drug-related criminal activity on or near the premises shall be grounds for immediate termination of the lease and all expenses associated with the activity will be charged to Lessee. Any time a city ticket or police call to the residence occurs, Lessees will be fined \$100 in addition to any damages or fine to the property. Additionally, with any breach of lease, the entire security deposit may be forfeited at Broker's option. The waiver by Broker of any breach shall not be construed to be a continuing waiver of any subsequent breach.
17. **BROKER'S ENTRY:** Broker may enter the premises for the purpose of inspection or for any other purpose permitted by law, as needed with or without presence of lessee with 24 hours notice, or immediately in case of emergency. By entering a maintenance request, lessee is granting permission for Broker to enter the premises. Lessee shall not add or change locks on premises without written permission. Lessee agrees that for purposes of showing the premises to prospective new tenants, Broker may notify Lessee via text message or e-mail of impending showings of the dwelling, and Lessee agrees that entry to the premises for any purpose will not be hindered by Lessee. Broker will then make every effort to provide an additional 24-hour advance reminder of each showing. If Broker is called to unlock door or make additional keys, lessee will be assessed a \$25 fee.
18. **FLOODING/DAMAGE:** If the leased premises are injured by fire, rain, wind, flooding or other cause beyond the control of Lessee or Broker, so as to render the same partially untenable or partially unfit for use, and are repairable within a reasonable time, then this lease shall remain in full force and effect, but there can be an abatement in rent in the proportion that the damaged portion of the leased premises bears to the whole. If the premises is destroyed by fire or casualty to the extent that occupancy is not lawful, lessee may vacate the premises and notify the Broker in writing within 7 days of lessee's intention to terminate the lease, in which case the lease terminates as of the date of vacating. Pursuant to Title 41 Okla.. Stat., 113a, Broker does hereby give notice to Lessee if the leased premises has within the last five (5) years been subject to temporary flooding according to the description as set forth in Para. B, Sec. 1 of said Statute. THE PREMISES HAS NOT BEEN FLOODED   X   IN THE LAST 5 YEARS TO BROKER'S KNOWLEDGE.
19. **INDEMNIFICATION:** Broker shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or Lessee's family, or by any person whomsoever may at any time be using or occupying or visiting the premises or be in, on or about the same, whether such injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or a different kind than the matters or things above set forth, and

Lessee shall indemnify Broker against all claims, liability, loss, cost, expense or damage whatsoever, including attorney's fees, on account of such loss, injury, death or damage. Lessee hereby waives all claims against Broker for damages to the property of Lessee in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at premises leased by Lessee and the grounds, areas and facilities held out for use or enjoyment of the Lessee generally and/or in common with others.

20. **CHOICE OF LAW/ATTORNEY FEES:** This contract shall be governed by and construed in accordance with the laws of the state of Oklahoma. It is understood that in any action for breach of this lease agreement or for any action to enforce any right or obligation under this lease agreement that the prevailing party shall be entitled to recover a reasonable attorney's fee and/or court costs.
21. **SURRENDER:** Lessee agrees to leave property clean and empty prior to the check- out date (using cleaning/check out guide provided toward end of lease term). Lessee agrees that Broker will have any carpets professionally cleaned and house inspected and cleaned after check-out at lessee's expense. Lessee must keep all utilities on through the end of the month that the lease ends. If utilities must be turned on by Broker, Lessee will be responsible for reconnection charges and utility usage. Any property left on the premises after the end of the lease shall be considered abandoned and will be disposed of at the discretion of the Broker at the Lessee's expense. Upon vacating the premises, lessee shall lock the premises and deliver all keys and remotes as directed. Any damage incurred as a result of lessee's failure to secure the premises or replacements of keys, locks or remotes will be at the lessee's expense.

We have read, understood, and agree to this Lease Agreement, and have been provided access to the same. No promises or representations, other than those contained herein, have been made by Owner or Owner's Broker. Any modifications to this Lease must be in writing and signed by Broker and Lessee. The undersigned Lessee(s) shall be jointly and/or severally liable for all of the terms and conditions of this lease agreement.

THIS IS A BINDING LEGAL DOCUMENT, READ IT CAREFULLY BEFORE SIGNING!

\_\_\_\_\_  
Broker Signature

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Date Signed

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