

## LEASE CONTRACT

Date of Lease \_\_\_\_\_

**1. PARTIES.** This Lease Agreement ("Lease") is between the "Tenant(s)". (List all people signing the lease)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And the "Landlord": **GREEN RENTALS,**

The parties agree as follows:

**2. RENTAL UNIT.** Subject to the terms and conditions of this Agreement, Landlord rents to Tenant and Tenant Rents from Landlord (description and address):

\_\_\_\_\_  
\_\_\_\_\_,

for use as a private residence only.

**3. TERM.** The lease term will be for a period of

\_\_\_\_\_  
, and will begin on

\_\_\_\_\_  
, and will terminate  
on \_\_\_\_\_.

**4. HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord "rent" equal to \_\_\_\_\_. Daily rental value is prorated using a 30-day month. A month-to-month tenancy subject to the terms and conditions of this agreement shall be created only if Landlord accepts rent from Tenant.

**5. RENT.** Rent is due in advance and without demand on the 1<sup>st</sup> day of each and every month (due date) with no grace period. No checks will be accepted after the 5<sup>th</sup> of the month. You must not withhold or offset rent unless authorized by statute. You will pay \_\_\_\_\_ per month for rent for a total lease payment of \_\_\_\_\_, the principal sum. In addition to the principal monthly lease payment, Tenant agrees to pay \_\_\_\_\_ per month for lawn maintenance, to be performed by Owner and \_\_\_\_\_ per month for security alarm monitoring, for a total monthly payment of \_\_\_\_\_. Lease payments shall be made in cash, money order, cashier's check, or personal check payable to: **GREEN RENTALS - 17211 S. 4170 RD. CLAREMORE, OK 74017,** which may be changed from time to time by Landlord. If Tenant gives the Landlord a check which is returned for insufficient funds or that is bogus or unauthorized by the holder of the account, Tenant will be liable to Landlord for the amount of the check, plus a service charge of **\$30.00**. Thereafter, all future

Tenant Initials \_\_\_\_\_

Landlord Initials \_\_\_\_\_

Tenant Initials \_\_\_\_\_

rent payments will be paid with cash, a cashier's check or money order.

**6. LATE FEES.** The tenant shall pay liquidated damages of \$ 35.00 in addition to each monthly payment if rent is paid on or after the **5<sup>th</sup> (Fifth)** day of any month within the terms of this lease. The tenant will immediately relinquish possession of the property to the landlord at the landlord's request if the rent and all applicable late charges are not paid in full by **10<sup>th</sup> (Tenth)** day of the month. checks will not be accepted after the 5<sup>th</sup> of the month.

**7. SECURITY DEPOSIT AND DEDUCTIONS.** At the time of the signing of this Lease, Tenant shall pay to Landlord, a **security deposit of \$ \_\_\_\_\_** Tenant shall not use the security deposit to pay any month's rent.

Landlord may withhold from the security deposit only such amounts as are reasonably necessary to remedy Tenant defaults including, but not limited to the following:

- (a) Default in the payment of rent; and/or
- (b) To repair damages to the premises caused by Tenant as provided by law; and/or
- (c) To clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy; and/or
- (d) to restore, replace, or return personal property or appurtenances; and/or

- (e) Costs related to the removal or eviction of Tenant from premises (court costs, filing fees, service fees, etc.); and/or
- (f) disposal and storage of vehicles, equipment or furnishings; and/or
- (g) expenses relating to re-letting rental unit, including but not limited to:
  - 1) advertising
  - 2) accounting
  - 3) administrative tasks
  - 4) paper work
  - 5) inspections
  - 6) meeting prospective Tenants
  - 7) a charge for time and inconvenience for performing tasks related to the Tenant's default of the lease contract
  - 8) A leasing fee to be paid to Landlord or a representative of the Landlord for the purpose of leasing the unit.
  - 9) Costs to exterminate for any visible infestations at the time of inspection or if is determined by Landlord that infestation was present when inspected by Landlord

Upon termination of the tenancy, the Tenant will be required to provide written demand of security deposit. If the Tenant does not make such written demand within six months after termination of the tenancy, the deposit reverts to the Landlord in consideration of the

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

costs and burden of maintaining Tenant in that deposit at that time. The Landlord may, but shall not be obligated to, use, apply, or retain the whole or any part of the security deposit to the extent required for payment of any Rent or any other amounts due from Tenant to Landlord, reimbursement to Landlord for any damages to the Premises or other property of Landlord caused by Tenant or Tenant's guests, or any other sum as to which the Tenant is in default or for any sum which the Landlord may expend or may be required to expend by reason of the Tenant's default in respect to any of the terms and conditions of the Lease. Landlord's rights upon default and Tenant's obligation to pay Rent and any other amounts due to Landlord shall not be affected by the fact that Landlord holds a security deposit. In the event Tenant should comply with all of the terms and conditions of this Lease, the security deposit will be refunded to Tenant, without interest, to Tenant's forwarding address, within 30 days following the receipt of written request for such refund by Tenant.

You will be liable for the following: Unpaid rent, unpaid utilities, late payment and/or bad check charges, any valid eviction proceeding against you, plus attorney's fees, court costs and filing fees, all sums due under this lease contract, re-letting expenses, re-keying locks, repairs to damage caused to unit during Tenant's occupancy including: nail holes in walls or trim, scuffs on walls, stickers on appliances or cabinetry, scratches, tears, stains, burns, and any other damage that wasn't documented upon the move-in inspection. Replacing

missing or burned out light bulbs or missing or dead smoke detector batteries. Cleaning up trash, cleaning unit, cleaning or mowing yard, taking out trash, sweeping porch, removing personal property, removal of pet, any pet damage caused by guests or visitors, fines against Landlord by Tenant for violation by Tenant or Tenant's guests.

**8. DAMAGE CAUSED BY TENANT.** If any part of the premises is damaged in any way by the Tenant or by any other party that the Tenant has permitted to be on the premises, the Tenant shall immediately notify the Landlord of such damage. The Landlord will perform such repairs that are required to restore the property to its previous condition before the damage occurred, and charge the costs of those repairs to the Tenant. Upon receiving an invoice from the Landlord, the Tenant will be required to immediately submit payment to the Landlord for such repairs. If Tenant does not submit payment to the Landlord for such repairs within 5 days of the receipt of demand from the Landlord, the Tenant will be in default of this lease. At that time, the Landlord shall, deduct the costs of the repairs from the security deposit and keep that portion of the security deposit that is required to satisfy the cost incurred for such repairs. The Tenant will be liable for any repair costs in excess of the security deposit. The Tenant will then be required to deposit such money with Landlord that is required to restore the security deposit account to the original amount required by the lease agreement plus an additional ½ of that amount. If the Tenant doesn't

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

immediately deposit the amount required by this section, upon demand of the Landlord, the Tenant will be in default of this lease.

**9. REIMBURSEMENT.** Upon notice, you must promptly reimburse us for loss, damage, government fines, or cost of repairs or service of the unit or property on which it is located due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants.

**10. UNCLEAN OR UNSANITARY CONDITONS.** If the Landlord deems the premises to be unsanitary or unclean to the degree that the unsanitary or unclean conditions poses a health problem or may cause irreparable harm to the premises, or causes the premises to be unsightly, the Landlord may cause the Tenant to remedy the unsanitary or unclean condition within three days. If the Tenant does not remedy such condition within three days the Landlord or its employees may enter the dwelling unit/premises to remedy such unclean or unsanitary condition and charge the Tenant the costs incurred to remedy the condition. Any Lawn Maintenance charges invoiced to Tenant by Landlord shall be payable immediately and before rent. Tenant agrees to pay for lawn maintenance charges immediately when invoiced.

**The Presence and Extermination of Pests:**

The Landlord will be responsible for ensuring that the dwelling unit is free from pest infestation on the date of the effective date of the lease. It is normal to find insects such as ants, flying insects,

wasps, and spiders on the floors and windows. This is a normal occurrence and is not considered an infestation. Ants and spiders become more active in the summer time and will migrate toward sources of light and water. Incidences of spiders and ants do not constitute an infestation. After the effective date of the lease, the Tenant will be responsible for the coordination and cost of extermination of all pests present on and around the dwelling unit, including, but not limited to, ants, cock roaches, fleas, spiders, bed bugs, ticks, mites, chiggers, birds, snakes, mice, rats, slugs, moths, scorpions, lizards, water beetles, mosquitoes, bees, wasps and any other crawling, walking, flying, biting or stinging creature. The exception to this is that the Landlord will be responsible for exterminating termites and wood boring bees.

If the Landlord discovers the presence of pests in or around the dwelling unit that the Landlord deems a nuisance or infestation, where the Landlord deems that the condition poses a hazard to humans or property, the Landlord may require that the Tenant immediately takes steps to remove such infestation. If the Tenant hasn't eliminated the nuisance or infestation within 10 days of the date of notice from Landlord, the Landlord has the right to procure services to eliminate such nuisance and to charge the Tenant for such services. The Landlord will invoice the Tenant for the cost for such services. The Tenant will be required to pay the amount of the invoice within 10 days of the date

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

of the invoice. A late charge of \$35.00 and interest of 12% of the balance will be charged on any outstanding amount existing after the invoice due date.

**11. HABITABILITY.** Tenant has inspected the Premises and fixtures, and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord, in writing.

**12. OCCUPANTS.** Premises shall be occupied only by the following names person(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. SUBLETTING AND ASSIGNMENT.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord.

**14. PETS.** Pets shall not be allowed on the premises, even temporarily, inside or outside the Premises without the prior written consent of Landlord. (No animal, bird, reptile, or fish, except properly trained dogs needed by the blind, deaf, or disabled persons).

**15. QUIET ENJOYMENT.** Tenant(s) and Tenant's guests will not commit waste or nuisance, engage in any conduct that will annoy or disturb the quiet and peaceful enjoyment

of the other tenants, neighbors, or landlord. Disorderly conduct will result in immediate termination of this agreement. In addition, Tenant(s) are responsible for all actions and damages caused by Tenant's family and/or guests.

**16. USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises only as a residential dwelling unit. **No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling.** Tenant shall not allow any other person to use or occupy the Premises without first obtaining Landlord's written consent for such use. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the fourth day of the extended absence. Tenant, family members, friends and Tenant's guests shall not violate any criminal laws, ordinances, rules or statutes in the use and occupancy of the premises. **NO SMOKING is allowed inside the premises.**

**17. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following conduct: Use of an illegal drug; possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; violence; fighting; possessing a weapon in violation of state law; discharging a firearm in the unit or in the area of the unit; displaying or possessing a gun, knife or other weapon in a common area in a way that may alarm

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

others; threatening anyone inside or outside of the unit; playing loud music inside or outside of the unit; staring towards, in an intimidating manner, anyone inside or outside of the unit; verbal abuse towards spouse or children inside or outside of the unit; smoking inside of unit; urinating or defecating outside of unit; storing flammable liquids in an inappropriate manner or in a non-approved container inside or outside of unit; littering; smoking that effects other Tenants; aggressive driving in complex parking areas; speeding in parking area; "peeling out" when leaving unit or complex; loitering in parking area or outside of unit; behaving in any manner that may be offensive or intimidating to other people; tampering with utilities or telecommunications; erecting clothes lines inside or outside of unit; keeping of a pet inside or outside of unit; playing of loud or offensive music where it affects other Tenants or neighbors; creating other loud noises such as yelling, screaming, hollering, arguing, revving vehicle; lighting fireworks of any kind; looking inside of windows of another unit; tampering of other vehicles in parking areas; soliciting services or sale of goods to other Tenants, or on property; throwing of rocks or sticks or any other projectile; leaving toys in front yard or porch or patio area; grilling or barbecuing under a porch covering or on a front porch; Locating a grill adjacent to wood or vinyl siding on unit; storing trash or any other items in front of unit or property.

#### **18. COMMUNITY POLICIES AND RULES.**

Tenants and Tenant guests must comply with any written property

rules and policies, and any instructions for the care of the property. The property rules, policies and care use instructions are considered part of the lease contract. The Landlord may make reasonable changes to the rules, policies and care use instructions, effective immediately, if they are distributed and applicable to all units in the complex or a single family dwelling and do not change the amount of the lease payment.

We may regulate the use of patios, porches and common areas.

We may exclude from the property, to the extent permitted by statutes, guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any property rules or policies, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area to the extent permitted by statutes, a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of the Property.

The Tenant agrees to notify the Landlord if the tenant or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. The Tenant also agrees to notify us if the Tenant or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

**19. CARE, CLEANING, AND MAINTENANCE.** Tenant shall have the responsibility to maintain the Premises in good repair at all times. Tenant will keep the property safe, clean and sanitary condition at all times, including disposing all garbage and waste from the premises on a weekly basis. Tenant will keep the yard and landscaping in good condition at all times. Upon moving out, Tenant will leave the premises in the same condition as it was received, subject only to fair wear and tear. If Tenant notices any signs of property damage or signs of any negative physical attribute, including but not limited to water leaks, breakdown, or roof damage, the Tenant will immediately notify Landlord by phone or by written notice. It is agreed that all dirt, holes, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or other part of the premises, do not constitute reasonable wear. Tenant shall be responsible for cost of repainting walls if necessary to restore to unblemished condition if the walls have become marked or damaged in any way. If Tenant fails to keep the property in good repair and clean condition, Landlord shall have the right to terminate this lease by giving the Tenant a 15-day notice unless the condition specified has been remedied by Tenant within 10 days of the notice.

**20. LAWN MAINTENANCE.** If Tenant is responsible for lawn maintenance, the Tenant agrees to do the following:

- 1) Keep lawn grass mowed to a height that does not exceed 4".

- 2) Ensure flowerbeds, if any, are kept free of weeds and grass.
- 3) Edge sidewalk to ensure that grass is not growing on to sidewalk.
- 4) Refrain from disposing of or applying any solid or liquid substances that might inhibit growth of or discolor any grass or shrubs.
- 5) Trim any grass or weeds to a height of 4" or less around any structure located on the property.
- 6) Retrieve and dispose of any tree limbs smaller than 2" in diameter.

If Tenant fails to perform any part of or all lawn maintenance duties as required by this section, The Landlord reserves the right to hire or personally perform any lawn maintenance duty required to ensure that the lawn maintenance meets the standards of this section of the lease contract. The Landlord will provide written notice of any lawn maintenance deficiency to Tenant by posting said notice to the front door of the Tenant's unit, or by mail. If the lawn maintenance required to meet the standards of this section is not performed on or before the 3rd day of receiving said written notice, the Landlord will perform such lawn maintenance that is required to correct any deficiency and charge the Tenant with the cost of that lawn maintenance. Any lawn maintenance charges due from Tenant to Landlord will be due immediately and will be paid before rent. Lawn maintenance charges cannot be taken out of the security deposit unless approved by Landlord.

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

Is Tenant responsible for Lawn Maintenance?

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**21. REFUSE CONTAINERS.** Refuse shall be deposited in the refuse container provided by the refuse provider. It is the Tenant's responsibility to inquire as to which day the refuse removal provider will empty refuse from the container. It is the Tenant's responsibility to ensure that the refuse container is properly located at the designated location on that day. After the refuse container has been emptied by the refuse removal provider, the Tenant shall return the refuse container to where the refuse container is to be stored. The refuse container shall not be stored in plain sight of the street or the front of the unit.

**22. REPAIRS AND ALTERATIONS.** Tenant agrees that no alterations, repairs, improvements or remodeling shall be performed to the premises by the tenant without the Landlord's prior written consent. Alterations include, but are not limited to paint, wallpaper, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits. Tenant shall notify Landlord in writing of any repairs or alterations contemplated.

**23. PLUMBING.** Tenant shall be responsible for keeping the kitchen and bathroom drains free clogs. Expense or damage caused by stoppage of waste pipes or overflow of bathtubs, toilets, or wash basins caused by Tenant's

conduct shall be Tenant's responsibility.

**24. UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities in connection with the Premises. Tenant shall transfer all utilities into the name of the Tenant within three (3) days of the date of the lease. If Tenant does not transfer utilities within three (3) days, Tenant shall pay a \$50.00 charge to Landlord for failing to transfer utilities as agreed. The \$50.00 charge will be in addition to the cost of services of the utility that was used beyond the 3 day grace period. Tenant shall pay the \$50.00 charge and additional costs of the utilities beyond 3 days within 48 hours of being notified of said charge.

Landlord will pay for the following utilities:

\_\_\_\_\_ Initial \_\_\_\_\_

The Tenant will pay for all other utilities, related deposits, and any other charges, fees, or services for said utilities. The Tenant must not allow utilities to be disconnected for any reason --- including disconnection for not paying the utility bill --- until the lease term or renewal period ends. Any utility disconnected for nonpayment, or due to any action of Tenant, is a lease violation. If a utility is disconnected for more than 24 hours for nonpayment of rent, the tenant shall immediately move to reconnect the utility, or to vacate the premises within 48 hours. If the Tenant is unable to reconnect a disconnected utility, the Landlord, at his discretion, may reconnect a utility. If Landlord elects to reconnect a utility, there shall

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_



be a \$150.00 charge to Tenant if the Landlord elects to restore a utility that has been disconnected due to the Tenant not paying the utility bill. Any outstanding utility bills will be the responsibility of the Tenant, as well as a \$150 reconnect charge to be paid directly to the Landlord. The Tenant shall not tamper with utilities in an attempt to connect a utility that has been disconnected for nonpayment. Doing so will be a violation of this agreement.

Utilities may only be used for normal household purposes and must not be wasted. If it is discovered that Tenant is wasting utilities, the Tenant agrees to reimburse the Landlord for any cost associated with the wasted utilities. Examples of wasted utilities are, but not limited to:

- 1) operating an air conditioner or heater with doors or windows open
- 2) operating unapproved appliances
- 3) leaving water running inside or out
- 4) neglecting to inform Landlord of leaky toilet or fixture when presence of such is apparent
- 5) Any unusual increase in utilities that cannot be attributed to a problem with the unit.

The Landlord will provide an invoice of estimated wasted utilities to the Tenant for reimbursement to the Landlord. Any invoice for wasted utilities submitted to the Tenant shall be payable to Landlord immediately and will be payable before rent. Charges for wasted utilities

cannot be deducted from the security deposit, unless approved by the Landlord.

**25. INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant's property is not insured by Landlord for personal property or personal injury. Tenant is not a co-insured and is expressly excluded from any policy held by Landlord which is now in effect or becomes effective during the term of this agreement.

**26. INDEMNIFICATION.** Tenant shall indemnify, defend and hold harmless from any claim, loss, or liability arising out of or related to any activity on premises of Tenant, and any guest. This does not waive "Landlord duty of care" to prevent personal injury or property damage where that duty is imposed by law. We are not responsible to any resident, guest, or occupant for damage or loss or personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lighting, wind, explosions, interruption of utilities, theft, negligence of other residents, occupants, or invited / uninvited guests, vandalism, tornado, vehicle damage, mold, gas fumes, lead poisoning, tornado, falls, insect bites or stings, spider bites, carbon monoxide poisoning, burns or effects of chemicals of any kind.

**27. LANDLORD'S RIGHT OF ENTRY.** Landlord may enter, inspect, and/or repair the premises at any time in case of emergency or

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

suspected abandonment. Landlord shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, contractors, for smoke alarm inspections, and/or for normal inspections and repairs. Landlord is permitted to make all alterations, repair and maintenance that in landlord's judgment is necessary to perform. Tenant's non-compliance with Landlord's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein by law.

**28. DESTRUCTION OR CONDEMNATION OF PREMISES.** In the event the premises are severely damaged or destroyed by fire or other casualty, either party may terminate the lease. In the event damage was caused by Tenant's action or neglect, Tenant shall be held liable for all damages.

**29. BANKRUPTCY.** In the event of assignment to creditors by the tenant, or an institution of bankruptcy proceedings against the tenant, shall cancel and hold for naught this lease, and all rights there under, and possession of said property shall immediately pass to the Landlord and Landlord's option.

**30. ABANDONMENT.** Any goods, vehicles, or other property left on the premises after termination of the tenancy by any means shall be considered abandoned and disposed of as provided by statute.

**31. SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may

be given later by Landlord, with respect to the Premises. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate in all respects to (1) any mortgages, deeds of trust and building loan agreements affecting the Leased Premises, including any and all renewals, replacements, modifications, substitutions, supplements and extensions thereto, and (2) each advance made or to be made thereunder. In confirmation of such subordination, Tenant shall promptly upon the request of Landlord execute and deliver an instrument in recordable form satisfactory to Landlord evidencing such subordination; and if Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request thereto, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments on behalf of Tenant. Tenant further agrees that in the event any such mortgagee or lender requests reasonable modifications to this Lease as a condition of such financing, Tenant shall not withhold or delay its consent thereto.

**32. WATER-FILLED FURNITURE.** The tenant will not keep any water-filled furniture including but not limited to water beds at the property without Landlord's written permission

**33. DANGEROUS MATERIALS.** Tenant shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**34. VEHICLES AND PARKING.** Only authorized vehicles may be parked on the premises. These vehicles include:

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All vehicles kept on the premises must be operational and have current registration, tags, decals, and license required by local and state laws. Any vehicle not meeting these requirements or unauthorized vehicles will be removed at Tenant's expense after being given 72-hour notification. Vehicles must be parked only on paved or designated areas. **Tenant further understands that no repairing, servicing, or painting vehicle is permitted on the premises.** The Landlord may regulate the time, manner, and place or parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. The Landlord may have unauthorized or illegally parked vehicles towed at the Tenant's expense. A vehicle is considered unauthorized or illegally parked if it:

- 1) has a flat tire
- 2) has a wheel missing
- 3) expired tag or missing license plate
- 4) parked in wrong parking space
- 5) parked on a lawn or in a common area
- 6) belongs to a Tenant who has abandoned the unit

- 7) blocks another vehicle from entering or exiting
- 8) does not run

**35. SMOKE DETECTION DEVICE.** The premises are equipped with a functioning smoke detection device(s). The Landlord will provide working batteries when Tenant first takes possession. After that, the Tenant must pay for and replace batteries as needed. The Tenant shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Landlord. The Tenant must immediately report smoke detector malfunctions to the Landlord. The Tenant or Tenants guests or visitors shall not disable any smoke detector or remove a battery without replacing it with a working battery. The Tenant may be liable to the Landlord for \$100 plus actual damages and attorney's fees if the Tenant disables a smoke detector. If the Tenant disables or damages a smoke detector, or fails to replace a dead battery or report malfunctions to the Landlord, the Tenant will be liable to the Landlord and others for any loss, damage, or fines from fire, smoke, or water. Landlord shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.

**36. CRIME OR EMERGENCY.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact the Landlord. The Tenant shall not treat any of Landlord's security measures as an

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, the Landlord is not liable to the Tenant or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord is not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the community or on the property. If the Tenant or an occupant or guest is affected by a crime, the Tenant must make a written report to the Landlord and to the appropriate local law-enforcement agency's incident report number upon request. The Tenant shall be responsible for any and all damage to the rental unit, or attachments thereof, caused through or by vandalism, theft or any other act that causes damage to the rental unit, whereas the Tenant knows the person that committed or was an accessory to committing such act or acts.

The Tenant shall also be responsible for damage caused by acts of others, if the Landlord makes a reasonable determination that the damage was caused due to the Tenant provoking the person that caused the damage, even if the provocation was unintentional. Plainly stated, if damage to the rental unit is caused by anyone that is affiliated to the Tenant, then the Tenant is responsible for such damage.

**37. ADDENDA.** Tenant acknowledges receipt of the following applicable addenda, as indicated,

copies of which are attached hereto, and are incorporated as part of this agreement.

- ☐ Resident Policies & Rules
- ☐ Move Out Refund
- ☐ Key Sign- out Agreement
- ☐ Property Condition
- ☐ Lead Disclosure
- ☐ Insurance Disclaimer
- ☐ Contact Information
- ☐ Care and Use Instructions
- ☐ Buy-out Agreement
- ☐ Acknowledgment of Terms

**38. DEFAULT.** Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Time is the essence of this contract, and should Tenant default in the payment of any installment or the principal sum herein named, the total principal sum shall become immediately due and payable and the Landlord shall be entitled to the possession of the premises, at his option, and shall have a LIEN on the property of the Tenant thereon in accordance with the *Oklahoma Residential Landlord and Tenant Act*, and the Landlord shall have the right to store, dispose, or sell of such property in accordance with said Act, and thereafter the Tenant shall be liable to the Landlord for any amounts uncollected from such disposition, and the expenses therefore, including a reasonable attorney's fee.

**39. NOTICE BY TENANT TO MOVE-OUT.** You are required to give 30 days written notice to the Landlord before moving out. Your notice to

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

move-out will not release you from your lease liability. You will still be liable for the entire lease contract term if you move-out early.

**40. ATTORNEYS' FEES.** If any legal or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs.

**41. KEYS.** The tenant will return any and all property-related keys upon lease termination, and pay *Fifteen Dollars (\$15.00)* per non-returned key and *Fifty Dollars (\$50.00)* per non-returned garage door opener out of the security deposit. The Tenant shall immediately pay for missing keys when it is reported to the Landlord. If non-returned or missing keys are not paid for immediately, the Landlord will deduct the amount from the Tenant's deposit. The Tenant is required to keep the deposit account balance at the full deposit amount required at the lease signing. If the Tenant's deposit is deficient, the Landlord will require the Tenant to restore the deposit to its original amount. If the Tenant doesn't comply within 10 days, the Tenant will be in default of the lease.

**42. CLEANING.** When you move out you must thoroughly clean the unit, including Floors, tubs, toilets, windows, mirrors, appliances, sinks, fixtures, walls and cabinetry. You must also remove all trash from under sinks, in closets. Any trash receptacles containing trash should be taken to the curb. A new ac filter should be installed (where

applicable). Any non-functional light bulbs should be replaced.

**43. CARPET CLEANING.** Upon termination of the lease, the Tenant will pay \_\_\_\_\_ to Landlord for carpet cleaning.

**44. MOVE-OUT INSPECTION.** You should call the Landlord to schedule a move-out inspection and to return the keys. At the time of the Move-out Inspection, the Landlord or its representative will not give any estimates of costs to clean or repair the property, or provide any estimate as to the amount of a security deposit refund.

**45. EARLY MOVE-OUT RELETTING CHARGE.** You are liable to us for a reletting charge of \$\_\_\_\_\_ (not to exceed 100% of the highest monthly rent during the lease contract term) if you;

- 1) fail to give written notice as required in paragraph 37; or
- 2) move out without paying rent in full for the entire lease contract term or renewal period; or
- 3) move out at our demand because of your default of any lease requirement; or
- 4) are judicially evicted; or
- 5) any one of the liquidation clause addendums is held to be invalid or unenforceable by a court of proper jurisdiction.

The reletting charge is not a cancellation fee and does not release you from your obligations under this lease contract. The reletting charge is not a penalty. The purpose of the reletting charge

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

is to recover the cost incurred by the Landlord for expended time, resources deployed, paperwork, accounting, property showings, telephone calls, inspections, driving, and other administrative tasks associated with a lease default.

**46. SURRENDER AND ABANDONMENT.**

You have surrendered the unit when, the move-out date has passed and in our reasonable judgment no one is living in the apartment, or all apartment keys have been turned in where rent is paid --- whichever comes first. You have abandoned the unit when in our reasonable judgment everyone has appeared to have moved out and you have been in default for non-payment of rent for five consecutive days. Surrender, abandonment, and judicial eviction ends your right of possession and gives us immediate right to take full possession of the property.

**47. EVICTION.** If the Tenant defaults by not paying rent on time, the Landlord may end the Tenant's right of occupancy by giving the Tenant 10 day written notice to vacate. If the Tenant's defaults by breaching the lease in any manner, we may end the Tenant's right of occupancy by giving the Tenant 15 day written notice to vacate or other notice as required by law. Notice may be by: (1) personal delivery to the adult resident(s); (2) personal delivery at the unit of to any adult occupant in charge of the residence; or (3) any other method allowed by law. Termination of your possession rights or subsequent reletting doesn't release the Tenant from liability for future rent or other lease contract obligations. After

giving notice to vacate or filing an eviction suit, the Landlord may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive the Landlords right to damages; past or future rent or other sums; or to continue with eviction proceedings. However, we will accept past-due rent and costs at any time prior to eviction being completed.

**48. ACCELERATION.** All monthly rent for the rest of the lease contract term or renewal period will be accelerated automatically without notice or demand before or after acceleration and will be immediately due and delinquent if, without our written consent: (1) The Tenant moves out, removes property in preparing to move out, or gives oral or written notice (by you or occupant) of intent to move out before the lease contract term or renewal period ends; and (2) you've not paid all rent for the entire lease contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if the Tenant is judicially evicted or moves out when we demand because of the Tenant's default. The Tenant will be liable for rent for the period of time during which no Tenant is living in the unit. We will attempt, to the extent required under law, to find a new tenant to rent the unit.

**49. JOINTLY AND SEVERALLY.** The undersigned Tenant(s) are jointly and severally responsible and liable for all obligations under

Tenant Initials\_\_\_\_\_

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

any part of this lease contract that I may not understand or agree with. I have done that, and I am satisfied with the Landlords response. I did not sign this lease contract in haste, or lacking in knowledge of any consequences that may come to bear if I don't fulfill any and all of the stipulations and requirements of this lease contract. I am mentally capable to enter into this lease contract and I am not under duress of any kind.

This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. There are no other promises or conditions in any other agreement whether oral or written. No action or omission of the Landlord will be considered a waiver of any subsequent violation, default, or time or place of performance. The landlord does not waive any rights provided herein due to not enforcing or belatedly enforcing provisions of this lease agreement.

I acknowledge that I have read  
and understand this lease  
contract.

The following special provisions will become a part of this lease contract. These "Special Provisions" will override any sections of this lease in conflict with the Special Provisions.

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Tenant's Signature
Date

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Agent Signature	Date
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### **RESIDENTS POLICIES AND RULES**

1. No pets of any kind shall be kept inside or outside the premises.
2. No liquid-filled (water-filled) furniture shall be allowed in the unit.
3. No smoking inside or outside the property.
4. Resident shall not install surveillance cameras or equipment of any kind on the premises.
5. Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons. Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
6. Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which is likely to annoy or disturb other persons.
7. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
8. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
9. Resident shall ensure that garbage is not permitted to accumulate, and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
10. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view. Resident shall refrain from leaving articles on front patio/porch areas or other common areas.
11. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.
12. Resident shall ensure that all doors are locked during Resident's absence. Resident must notify Landlord if locks become inoperable.
13. Resident shall ensure that all appliances are turned off before leaving the premises.
14. When leaving for an extended period, Resident should notify Landlord of absence.
15. Tenant shall provide to Landlord the name of anyone staying at the residence

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_



while the Tenant is absent from the dwelling for extended period of time (3 days or more).

16. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

17. Resident shall advise Landlord of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical. Resident shall refrain from making service requests directly to maintenance personnel unless Resident is directed to do so by Landlord.

18. Resident shall not perform any alteration or improvement to the unit without the consent of Landlord.

19. Resident shall not use aluminum foil as a window covering and shall obtain the approval of Landlord before installing any type of window treatments or coverings.

20. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Vehicles parked in unauthorized areas or in another Resident's space may be towed away at the vehicle owner's expense.) Inoperable, dismantled or partially dismantled or unregistered vehicles are subject to tow at tenant's expense.

21. Resident shall not store recreational vehicles of any kind on the premises (jet skis, motorcycles, four-wheelers etc.)

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Tenant's Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Property Insurance Disclaimer**

The Tenant shall be responsible to maintain renter's insurance for their personal property located on the premises. The Tenant's property is not insured by the Landlord. The Tenant is expressly excluded from any policy held by the Landlord.

I acknowledge that I have read and understand the disclaimer above and I understand that I will need to obtain Renter's insurance if I want to protect my personal property located on the premises.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

### MOVE OUT REFUND INFORMATION

In order for you to receive a full refund of your security deposit, there are certain requirements which must be met. Because an apartment must be professionally cleaned or cleaned to that standard, the following checklist may be of help to you.

#### **LIVING AREAS:**

1. Remove all picture hooks, etc. from all walls.
2. Remove all dust & cobwebs from ceilings, draperies, rods, windows, screens and light fixtures, etc.
3. Remove all finger prints and smudges from door jams, switch plates, window frames, etc.
4. Vacuum carpeting thoroughly. Consult your manager if commercial cleaning is required.
5. Dust baseboard and remove all marks and scuffs.
6. Wash windows inside and out, clean screens.

#### **KITCHEN:**

1. Completely empty all cabinets and clean shelves and both sides of doors. Empty drawers and clean inside and out.
2. Clean range, oven, and hood thoroughly.
3. Clean refrigerator inside and out.
4. Clean floor thoroughly.
5. Clean light fixtures.

#### **BATHS:**

1. Clean all fixtures and tub enclosures thoroughly with a non-abrasive cleaner. Use bleach where necessary for removal of mildew.
2. Clean shower doors, tracks, etc.
3. Clean floor.
4. Clean light fixture and mirror.

**GENERAL:**

1. Remove all trash and discard.
2. All appliances, fixtures and lights must be clean.
3. Clean balcony and patio.
4. Replace non-working bulbs.
5. Take refuse container to pick up area, if it contains refuse.

### **CARE AND USE INSTRUCTIONS**

1. Do not place curling irons on the bathroom vanity countertop. Doing so will burn the countertop and the Tenant will be responsible any damage caused to the countertops.
2. Clean the bathtub with soap and water only or with cleaners that do not contain abrasives.
3. Do not use cleaners with abrasives on countertops, shower panels or fixtures.
4. Do not flush paper towels in the toilet. (The Tenant will be responsible for unclogging drains)
5. Please take shoes off at the front door. Minimize shoe traffic on carpet when possible.
6. Do not park vehicles on the lawn or allow others to park vehicles on the lawn.
7. If a smoke alarm "chirps", do not disable. Change battery. Install a standard 9 volt battery in the alarm
8. Clean the filter in the air conditioning unit at least once every three months or when it is dirty, whichever comes first.
9. If equipped, the pilot light in for wall furnaces may need to be lit. If you are unable to light the pilot light, then notify property management.
10. If you are a Tenant of a home, you are responsible to maintain the lawn, which includes picking up leaves and small limb debris. If a large limb falls, notify property management.
11. The Tenant will be responsible to replace light bulbs, inside and out of the unit.

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Tenant

Date

## CONTACT INFORMATION

### **RENT**

Rent is due on the 1<sup>st</sup> of the month and is late 2<sup>nd</sup> through the 5<sup>th</sup>, and is delinquent after the 5<sup>th</sup>. Delinquent rent is subject to a late payment fee of \$40.00 and may be grounds for eviction.

### **Mail Payments to:**

#### **Green Rentals**

17211 S. 4170 Rd.  
Claremore, OK 74017  
918-342-0840 Office  
918-342-4561 Fax  
brent@greenhomesok.com

### **Address of Property:**

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### **UTILITIES**

The Tenant is responsible for all utilities. The Tenant is required to set up an account with all utility companies associated with this property within 24 hours of signing the lease. The Tenant is responsible to pay for any utilities costs incurred after signing the lease. The Landlord will invoice the Tenant for such costs.

The Tenant will be responsible for:

- All grounds keeping including; mowing, edging and trimming, including any flower bed weeding.
- Smoke alarm batteries - to be replaced annually, or immediately if the smoke alarm makes a "chirping sound".
- Any clogged drains that are clogged by the Tenant.
- Keeping the lawn free of any trash or debris including fallen leaves and small, fallen tree limbs.
- Purchase and change furnace filter every three (3) months or when it becomes dirty.

Landlord Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_

Tenant Initials\_\_\_\_\_