

Lease Agreement

This lease made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the management of MAPLE 500 APARTMENTS hereinafter referred to as "LANDLORD" and \_\_\_\_\_ hereinafter referred to as "TENANT(S)".

TENANT(S) lease \_\_\_\_\_ for a term commencing with the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and concluding on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

TENANT(S) will pay to the LANDLORD the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for this lease which amount is payable in \_\_\_\_\_ equal installments at the rate of \$ \_\_\_\_\_ per month, due on the first day of each month of this lease. Final month of this lease is prorated by 1/2, due to move-out on the 15th of the month. There will be a late fee of \$40.00 for payment after the 5th of the month and insufficient fund fee of \$40.00 for checks or other forms of payment returned insufficient. Should TENANT(S) fail to pay as herein above provided, the rent will be considered delinquent and TENANT(S) will be subject to eviction.

TENANT(S) have deposited with the LANDLORD the sum of \$ \_\_\_\_\_ on \_\_\_\_\_ to pay for a) the final 15 days of this lease and b) \$100 for wear-and-tear. and to ensure all keys and the premises are returned to the LANDLORD in the same manner TENANT(S) found it, save fair wear-and-tear. Damages or amounts deemed by LANDLORD to be over and above fair wear-and-tear will be deducted from the deposit balance. A refundable portion -- excluding the final 15 days rent, \$100 wear-and-tear and damages, if any -- will be made within 30 days of lease expiration or move-out whichever is the latter. No keys will be issued unless all parties to the lease have paid the FIRST and LAST TERM Payment and furnish proof that the utilities are in the TENANT(S) NAME, when applicable.

No more than the named TENANT(S) herein may occupy these premises and should TENANT(S) permit others to move in TENANT(S) agree to pay LANDLORD an additional \$50.00 per day per person for each person staying in the apartment. This payment is due on the first day of the month following the date of the move-in and thereafter by the 5th day of the month, in advance. Should one or more TENANT(S) move out, such moving does not relieve either TENANT(S) from their responsibility under this lease, as the liability is joint and severable and LANDLORD may see his remedy against either or both of the TENANT(S).

(1) Possession: LANDLORD shall not be liable for the failure to deliver possession of the lease premises, other than to the extent of abatement of rent from the date of the commencement of this lease to the day possession is delivered to TENANT(S) on the rental basis herein set forth.

(2) Damages to Premises: TENANT(S) is and shall be responsible and liable for any injury or damage done to the leased premises or the building in which the same are located, by TENANT(S), his employees, or any occupant of or other persons whom TENANT(S) permits to be in or about the leased premises. TENANT(S) to be liable for any damage to the premises caused by TENANT(S)'s failure to properly heat the premises during cold weather.

(3) Sublease: TENANT(S) shall not have the right or power to sublet the premises or any part thereof, or to transfer or assign this lease without the written consent of LANDLORD; nor shall he offer any portion of the premises for a sublease by placing on the same any "to rent", "furnished room", "room to rent" or similar sign or notice or by advertising the same in any newspaper or place or manner whatsoever without the consent in writing of LANDLORD. TENANT(S) understand that the LANDLORD will be entitled to a fee of \$200 for the cost of sub-letting the unit.

(4) Reentry: Should TENANT(S) at any time during the continuance of this lease remove or attempt to remove the furniture and effects from the leased premises, or if an execution or other process be levied upon the interest of TENANT(S) in this lease, or if a petition in bankruptcy be filed by or against TENANT(S) in a Court of competent jurisdiction, LANDLORD shall have the right, at his option to reenter and take possession of the leased premises and to annul and terminate this lease, or at his option, the whole rent for the entire term of this lease shall at once become due and payable and he may proceed by attachment suit or other process to collect the rent for the entire term in the same manner as if by the conditions of this lease the whole rent for the entire term were due and payable in advance.

(5) Prohibited Purposes: TENANT(S) shall not permit any unlawful and immoral practice to be committed on the premises; nor for any purpose which will increase the insurance rate; nor shall he permit to be kept or used on the premises flammable fluids or explosives; nor permit premises to be used for any purpose which will injure the reputation of the building or which will disturb the tenants of the building or the inhabitants of the neighborhood.

(6) Condition of Premises: TENANT(S) has examined the premises, is satisfied with the physical condition and his taking possession is conclusive evidence of receipt of them in good order and repair, except as otherwise specified in Exhibit "B" attached hereto and made a part of this agreement; and he agrees that no promises have been made to decorate, alter, repair or improve the premises except such as is contained in the lease. Should TENANT(S) fail to return Exhibit "B" within 24 hours, it will be determined that there are no defects at the time of his taking possession of the premises.

(7) Abandonment: If the leased premises shall be abandoned or become vacant during the term of this lease, without TENANT(S) having paid in full the rent for the entire term, then in such case, LANDLORD shall have the right at his option, to take possession of the leased premises and let the same as agent of TENANT(S) and apply the proceeds received from such letting toward the payment of the rent of TENANT(S) under this lease, and such reentry and reletting shall not discharge TENANT(S) from liability for rent, nor from any of the obligations of TENANT(S) under the terms hereof, or at the option of LANDLORD, the rent for the entire term shall at once become due and payable, and LANDLORD may proceed to collect the rent for the entire term as if by the terms of this lease the entire rent for the entire term should be made payable in advance, or LANDLORD may, at his option, reenter the leased premises and annul and terminate this lease.

(8) Rules: TENANT(S) shall comply with all the reasonable rules and regulations now or at any time hereafter during the existence of this lease or adopted by LANDLORD, and posted in or about the said building, or otherwise brought to the notice of TENANT(S), both in regard to the building as a whole and as to the premises herein leased.

(9) Broken Glass, Broken Doors: TENANT(S) shall pay the expense of replacing all glass broken and all intentionally broken doors and shall replace all keys lost or broken, and maintain the premises in such condition, order and repair as the same are in at the commencement of the term, or may be put in during the term, reasonable wear and tear and damage by fire or other casualty excepted, and he shall permit no waste of the leased premises nor allow the same to be done, but he shall take good care of the same, TENANT(S) shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door or wall without the written consent of LANDLORD and he shall on the termination of this lease surrender to LANDLORD the quiet and peaceable possession of the premises in like good order as at the commencement of the term, natural wear and tear excepted.

(10) Fire Clause: In the event the leased premises are totally destroyed by fire, rain, wind, or other cause beyond the control of LANDLORD or TENANT(S), or are condemned and ordered torn down by the properly constituted authorities of the State, Country, or City, then in either of these events the lease shall cease and terminate as of the date of such destruction.

If the leased premises are injured by fire, rain, wind, or other cause, beyond the control of LANDLORD or TENANT(S), so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let, and are repairable within a reasonable time, then in that event, this lease shall remain in full force and effect, but there shall be an abatement in rent in the proportion that the damaged portion of the lease premises be as to the whole of said leased premises.

(11) Utilities: TENANT(S) agree to hold the LANDLORD free from any and all expense on said premises in assessments for utilities required to be paid by TENANT(S) and any other expenses incidental to the occupancy of said property. If utilities are turned off by the TENANT(S) or utility for non-payment at any time during this lease we will consider the unit abandoned and LANDLORD may enter to protect our property.

(12) Signs and Inspection; Repairs: LANDLORD in person or by agent shall have the right at all reasonable times to enter the leased premises and inspect the same and to show the same to prospective tenants or purchasers. He shall also have the right to display "for rent" signs on said building or premises and to advertise the same for lease, and may at any time remove placards, signs, fixtures, alterations or additions not in conformity with this lease, or with the rules and regulations now or hereafter adopted, and may make such repairs and alterations as may be deemed by LANDLORD necessary to the preservation of the lease premises or the building, but LANDLORD is not required to do any repairing upon the premises leased unless so agreed in writing in this lease.

If TENANT(S) refuses to allow LANDLORD access to the premises or to place "for rent" signs or interferes with the same, he shall pay as liquidated damages for this violation, a sum equal to three months' rent.

(13) Storage: All personal property placed in the leased premises, or in the store rooms or in any other portion of said building or any place appurtenant thereto, shall be at the risk of TENANT(S), or the parties owning same, and LANDLORD shall in no event be liable for the loss of or damage to such property or for any act or negligence of any co-tenants or servants of tenants or occupants, or of any other person whomsoever in or about the building.

(14) Forfeiture: Should TENANT(S) fail to pay the rent or any part thereof, as the same becomes due, or violate any other term or condition of this lease, LANDLORD shall then have the right, at his option, to reenter the leased premises and terminate the lease; such reentry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. In order to entitle LANDLORD to reenter, it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of the lease signed by the parties hereto being sufficient notice of the rent being due and demand for the same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding.

If TENANT(S) vacates or abandons the premises his right to the possession of the premises terminates; but the lease terminates only if LANDLORD so elects.

If TENANT(S)'s right to possession is terminated and LANDLORD relets the premises on account of TENANT(S), LANDLORD shall not be required to accept any tenant offered by Lessee.

Where LANDLORD relets the premises for the benefit of TENANT(S) the expense of reletting and collection shall be computed at the rate of 10% of the total amount of rent.

(15) Installation of Equipment: TENANT(S) agrees not to install or use a laundry or dishwashing machine, air-conditioning or ventilating equipment, or other mechanical equipment, or a television or radio antenna within the premises or outside thereof without LANDLORD's written consent.

(16) Animals: ABSOLUTELY NO PETS WILL BE ALLOWED ON THE PREMISES. This includes but is not limited to pets of others who may be visiting TENANT(S). Notwithstanding this "NO PET" policy TENANT(S) agrees that should TENANT(S) have a pet upon the premises or permit a pet to occupy the premises, said TENANT(S) will pay to the LANDLORD the sum of Fifty Dollars (\$50.00) per day for each day or part thereof that said pet is on the premises. Payment of such sum is due on the day such pet occupies the leased premises. Nothing herein shall relieve TENANT(S) from damages occasioned by such pet being on the premises. TENANT(S) who has or permits a pet to be on the premises is in violation of the lease and subject to eviction.

(17) Holdover: If TENANT(S) or a subtenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this Lease, LANDLORD shall, at his option, have the right to charge TENANT(S) as liquidated damages for the time such possession is withheld a sum equal to twice the amount of rent, or to treat such holding over as a renewal of this lease each and all of the terms of this lease shall be and remain in full force and effect for the renewal term.

(18) Notices: All notices and demands authorized or required to be given to TENANT(S) hereunder may be served upon TENANT(S) in person or by mail addressed to him at the leased premises, or by posting same on the apartment entry.

All covenants and representations are binding upon and insure to the benefit of the heirs, executors, administrators and assigns of LANDLORD and TENANT(S). TENANT(S) agree that they are jointly and severally liable for execution of this agreement.

(19) Rules: A list of Rules follows this lease and has been made a part hereof. TENANT(S) agree to abide by such rules and further agrees to pay the fees applicable for failure to abide by such rules. Continued violation of the rules may subject TENANT(S) to eviction.

(20) IT IS UNDERSTOOD AND AGREED: that time is the essence of this contract, and should the TENANT(S) default in the payment of any installment or the principle 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(S) therein in accordance with the Oklahoma Residential Landlord and Tenant Act, and the LANDLORD shall have the right to store and/or dispose of such property in accordance with said Act, and thereafter the TENANT(S) shall be liable to the LANDLORD for any amounts uncollected from such disposition, and the expenses therefore, including a reasonable attorney's fee.

(21) Attorney's Fees: In the event of the employment of an attorney by LANDLORD because of the violation by TENANT(S) of any term or condition of this lease, TENANT(S) shall pay such attorney's fees.

(22) LEAD-BASED PAINT STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint dust and paint chips can pose health hazards, especially to young children and pregnant women. Before renting housing built before 1978, LANDLORD must disclose to TENANT(S) presence of known lead-based paint/hazards in the dwelling. TENANT(S) must receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (Initial)

\_\_\_\_ (a) Presence of lead-based paint or lead-based hazards (check one) \_\_\_\_ Known lead-based paint and/or lead-based hazards are present in the housing   X   Landlord has no knowledge or records of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ (b) Records and reports available to TENANT(S) (check one) \_\_\_\_ LANDLORD has provided TENANT(S) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below.   X   LANDLORD has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing.

TENANT(S) acknowledge receipt of copies of all information listed above, if applicable, and receipt of the pamphlet "Protect Your Family from Lead in Your Home."

Certificate of Accuracy: The following parties have reviewed the Lead-Based Paint and Lead-Based Paint Hazards information above, and LANDLORD certifies that the information provided is true and accurate to the best of his knowledge.

TENANT(S)	Date	TENANT(S)	Date
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LANDLORD/AGENT	Date
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Agent has informed LANDLORD of LANDLORD's obligations under 42 U.S.C. 4852 (d)

LANDLORD	DATE	TENANT #1	DATE
		Social Security Number	_____
		Cell phone #	_____
		E-mail	_____

TENANT #2	DATE
Social Security Number	_____
Cell phone #	_____
E-mail	_____

TENANT(S) HOME ADDRESS INFORMATION

(PLEASE PRINT)

TENANT #1

Parents \_\_\_\_\_

Street \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Tele. # \_\_\_\_\_

TENANT #2

Parents \_\_\_\_\_

Street \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Tele. # \_\_\_\_\_

Deposit Paid \_\_\_\_\_

Last Term Paid \_\_\_\_\_

Deposit Refunded \_\_\_\_\_

Deposit Paid \_\_\_\_\_

Last Term Paid \_\_\_\_\_

Deposited Refunded \_\_\_\_\_