

SECTION A.:

LEASE AGREEMENT

1. As required by Oklahoma law, Stillwater Property, hereinafter referred to as "Lessor", discloses to Lessee(s) that Lessor is acting as a single party broker on behalf of, for the benefit of, and with instruction from the Owner of the leased property described herein. Stillwater Property, Lessor, is a transaction broker assisting Lessee(s) in executing this lease agreement: Lessor is not acting as an advocate for the Lessee(s). Lessor hereby informs Lessee(s) that Lessee(s) is not vicariously liable for acts and omissions of the Lessor. **THIS IS ONE LEASE. ALL LESSEE(S) ARE JOINTLY AND SEVERALLY LIABLE FOR THIS LEASE.**

This lease, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, is between STILLWATER PROPERTY, or agent, hereinafter called Lessor, Or Agent, and \_\_\_\_\_, hereinafter called Lessee(s). THIS LEASE CREATES JOINT AND SEVERAL LIABILITY AMONG ALL LESSEES WHO SIGN THIS AGREEMENT.

2. **WITNESSETH:** Lessor hereby leases to Lessee(s), and Lessee(s) hereby takes as tenant(s) under Lessor, the following described premises, to-wit, \_\_\_\_\_, Stillwater, Payne County, State of Oklahoma, to be used by Lessee(s) solely as a lawful private residential dwelling, and the appurtenances thereunto belonging; any appliances, carpets and/or other property as specified to be provided to the Lessee(s) for use during the term of this lease, as stated in Section B, Paragraph 11 herein "Condition of Premises." Lessee(s) agrees to use such property with reasonable care and caution and to inform Lessor immediately of any misuse or malfunction of same, and upon termination of this lease, and Lessee(s) vacating the premises, Lessee(s) shall leave such property in as clean and undamaged condition as it was provided at the beginning of this lease.

Lessee shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, and end at 5 p.m. on the \_30<sup>th</sup>\_ day of \_\_\_\_\_, 20\_\_\_; a term of \_\_\_ month(s).

SECTION B.:

1. **RENT:** Lessee(s) agrees to pay Lessor in advance or on the 1ST day of each month the designated monthly rent amount of \_\_\_\_\_ HUNDRED \_\_\_\_\_ dollars(\$ \_\_\_\_\_) by check, cash or money order. If paid by check, bank must honor check on the first submittal or additional charges will apply.

- \*\*AFTER 5:00 P.M. ON THE 5<sup>TH</sup> DAY OF EACH MONTH, THE LESSEE WILL BE ASSESSED A \$50 LATE FEE.
- \*\*FULL PAYMENT OF RENT EACH MONTH BY THE DUE DATE IS AT THE ESSENCE OF THIS AGREEMENT.
- \*\*FIRST MONTH'S RENT MUST BE FULLY PAID BEFORE ANY KEYS WILL BE ISSUED.

2. **SECURITY DEPOSIT:** Lessee(s) agrees to deposit with Lessor, at the time of signing of this agreement, a security deposit in the amount of \_\_\_\_\_ HUNDRED \_\_\_\_\_ dollars (\$ \_\_\_\_\_), with said sum to be returned to Lessee(s) when the premises are vacated in the same clean, undamaged condition as they were when received by Lessee(s), normal wear and tear excepted, and ALL terms of the lease and rules have been performed by Lessee(s). **The deposit CANNOT substitute for the last month's rent. Rent is due through the FULL lease term. BY OKLAHOMA LAW, A LANDLORD HAS 30 DAYS FROM THE EXPIRATION DATE OF THE LEASE TO RETURN SECURITY DEPOSITS, and LESSEE(S) MUST REQUEST RETURN OF THE DEPOSIT IN WRITING.** No interest is paid to Lessee(s) on deposits.

3. **OCCUPANTS:** A \$100/per month/per occupant charge for any unauthorized occupant in the dwelling will be assessed! No more than \_\_\_\_\_ authorized occupants may reside in the dwelling. Lessee(s) risks forfeiture of security deposit and lease termination at Lessor's option. **Authorized occupants are those specifically named in and/or signing this lease agreement.**

4. **ANIMALS:** See the following specifications below concerning pet policy on this property. \_\_\_\_\_ **NO, a pet is NOT allowed on this property. NO** animals shall be kept in/about this property, including but not limited to pets of others who may be visiting Lessee(s). **If an unauthorized pet is discovered, Lessee(s) will automatically forfeit the security deposit, and \$25/per day fine will be assessed beginning the day Lessor becomes aware of the presence of pet. This penalty applies whether or not the animal belongs to Lessee(s). LESSOR MAY CHOOSE TO TERMINATE THE LEASE AGREEMENT IMMEDIATELY.** Lessee(s) will be responsible for all pet damage charges.

\_\_\_\_\_ YES, a pet is allowed on this property.  
Dog—Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Name: \_\_\_\_\_  
Cat—Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Name: \_\_\_\_\_

A Pet Fee is a nonrefundable "fee" for the privilege of keeping an approved pet on the property and does NOT cover any damages incurred by the pet. Lessee(s) is solely responsible for any/all pet damages. The security deposit may NOT be used for pet damages. A standard pet fee will be calculated based on the monthly rent amount for this unit.

**The standard pet fee for this property is \_\_\_\_\_, payable in a maximum of 12 equal installments as part of monthly rent.**

Date: \_\_\_\_\_ Lessee(s) Initials: \_\_\_\_\_ Lessor's Initials: \_\_\_\_\_

5. **UTILITIES:** Lessee(s) agrees to hold the Lessor free from any and all expense on said premises in utility assessments (electricity/gas/water/sewer/garbage) and any other expenses incidental to said property. The following services will be paid by Lessor/Owner of property: \_\_\_\_\_ **Prior to lease beginning date, Lessee(s) must establish utility services in Lessee(s)' name with utility provider. FAILURE TO DO SO WILL CONSTITUTE A BREACH OF LEASE. Lessor will discontinue any temporary utility service at the leased premises effective on the beginning date of this lease. IF UTILITIES ARE TURNED OFF FOR NON-PAYMENT OR ANY OTHER REASON AT ANY TIME DURING LEASE TERM, A BREACH OF LEASE INVOKES UNDER SECTION B, PARAGRAPH 14 OF THIS LEASE: "ABANDONMENT".**

6. **DAMAGES TO PREMISES:** Lessee(s) is/shall be responsible/liable for injury/damage to the leased premises done by Lessee(s) or any occupant of/other persons whom Lessee(s) permits to be in/about leased premises. **Lessee(s) is liable for any damage to the premises caused by Lessee's failure to properly heat the premises during cold weather. Lessee(s) is liable for the freezing of outside water faucets caused by failure of Lessee(s) to disconnect water hoses in winter.** Lessee(s) is liable for stoppage of plumbing drains/garbage disposal caused by grease, sanitary napkins or other non-sewage items. Lessee(s) is liable for replacing all broken glass, torn/missing screens, and all lost or broken keys. Lessee(s) shall take good care of the premises. Lessee(s) must maintain premises in same condition as in beginning of lease, or as may be put in during the term, reasonable wear, tear/damage by fire or other casualty excepted. Lessee(s) shall not attach any article of permanent character without the WRITTEN consent of the Lessor, and he shall, on termination of this lease, surrender to Lessor the quiet and peaceable possession of the premises in like good order as at the beginning of the lease term.
7. **POSSESSION:** Lessor shall not be liable for the failure to deliver possession of the leased 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 Lessee(s) on the rental basis herein set forth. **Lessee(s) right to possession is contingent upon payment of rent on time/in full each month.**
8. **RE-ENTRY:** Should Lessee(s) at any time during the term of this lease remove/attempt to remove effects from the leased premises, or cause the electric, water or other utilities to be disconnected for any reason, or if execution or other process be levied upon the interest of Lessee(s) in this lease, or if a petition in bankruptcy court be filed by or against Lessee(s) in any Court of competent jurisdiction, Lessor shall have the right, at his option, to re-enter and take possession of the leased premises and to annul/terminate this lease, or, at his option, the rent due for the entire term of this lease shall at once become due and payable. Lessor 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. The rent for the entire term of this lease is \_\_\_\_\_ dollars (\$\_\_\_\_\_). if paid on time by \_\_\_\_\_<sup>th</sup> of month.

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9. **BREACH OF LEASE:** Lease cannot be broken without penalties. **Lessee(s) DOES NOT have the right or power to sublet, transfer or assign interest in the premises.** Stillwater Property will no longer do lease transfers. **If the term of the lease contract is not or cannot be fully completed, the lessee must take the following steps: 1) automatically forfeit the lease deposit; 2) immediately pay one month's rent in re-rental fees; 3) bring account up-to-date, including all late fees or other outstanding expenses; and 4) continue paying rent until/unless the property re-rents. Failure to continue to pay rent makes the lessee(s) subject to legal action by lessor. To more quickly facilitate the re-rental process, lessee may bring qualified prospective tenants to Stillwater Property for approval. Failure to fully complete this process will nullify the re-rental procedure. Every tenant change will be treated as a NEW contract requiring prospective tenants to complete applications and if approved, sign a new lease, and pay a new deposit. A regular check-out will be conducted upon move-in. New tenant will not get possession of the property until all move-out procedures are completed.**

**ROOMMATE(S) TRANSFER:** In the case of roommate(s) changes during the regular course of the lease, new tenant(s) must fill out application(s)/be approved, sign the lease and pay a \$100 roommate transfer fee. All current roommates and vacating roommate must sign (at the same time) giving permission for change.

10. **PROHIBITED PURPOSES:** Lessee(s) shall not permit any unlawful practices to be committed on the premises, nor shall he permit them to be used for any purpose that will increase the insurance rate, nor shall he permit them to be kept or used on the premises inflammable fluids or explosives without the Lessor's WRITTEN consent, nor permit premises to be used for any purpose which will injure the reputation of the building or disturb the inhabitants of the building or of the neighborhood. DWELLING MAY NOT BE USED AS A FACILITY FOR CHILD CARE SERVICES, OR AS OTHER SIMILAR FACILITY. DWELLING IS FOR RESIDENTIAL LIVING ONLY.

11. **CONDITION OF PREMISES:** LESSEE(S) HAS EXAMINED THE PREMISES, AND IS SATISFIED with the physical condition, and Lessee(s) taking possession of premises shall be conclusive evidence of receipt of them in good order and repair, EXCEPT as specified in the MOVE-IN\_CONDITION\_CHECKLIST when attached hereto and made a part of this agreement; Lessee(s) agrees it is Lessee(s)' responsibility to make a written record of premises' condition within 2 weeks of taking possession of premises; and that no representation as to the condition of premises has been made except in this written lease & addenda, and agrees that no promise to decorate, alter, repair or improve the premises, or guarantee any refund of any portion of security or other deposits has been made except as written in this lease. LESSOR IS NOT LIABLE FOR QUALITY OF AIR, WATER, OR ANY OTHER CONDITIONS OVER WHICH LESSOR HAS NO CONTROL. LESSOR WILL PROVIDE LESSEE(S) a dwelling unit that is cleaned to a reasonable standard (see Section D "Cleaning Standards" herein), and the following personal property for Lessee's use during term of this lease: Refrigerator[ ] Cookstove[X] Dishwasher[ ] Garbage Disposal[ ] Microwave oven[ ] Ceiling Fan(s)[ ] WasherDryer[ ] Hookups for washer/dryer[ ] On-Site Coin-operated Laundry[ ] Carpets[ ]

Smoke detectors [ X ] Water heater [ X ] Parking [ X ] Window coverings [ X ] AC/Heating \_\_\_\_\_

**PEST CONTROL:** LESSOR/OWNER SHALL NOT PAY FOR ANY PEST CONTROL SERVICES EXCEPT WHEN LESSOR/OWNER ARE LAWFULLY BOUND. If it is professionally determined that Lessee(s) is liable for pest infestation (including but not limited to, roaches, fleas, bedbugs, etc.), then Lessee(s) is liable for any professional pest control service fees.

**REFRIGERATOR FILTER:** Filter will be replaced on move-in and will be tenant's responsibility thereafter.

12. **MAINTENANCE AND REPAIRS:** LESSEE(S) MUST SUBMIT ALL REQUESTS FOR MAINTENANCE AND REPAIR (EXCEPT BONA FIDE EMERGENCIES) IN WRITING TO LESSOR AT LESSOR'S BUSINESS ADDRESS DURING NORMAL BUSINESS HOURS. IF AN EMERGENCY ARISES, THEN LESSEE(S) MAY TELEPHONE THE OFFICE OR EMERGENCY PHONE NUMBER TO REPORT SUCH EMERGENCY SITUATION. A BONA FIDE EMERGENCY IS DEFINED AS: UNCONTROLLABLE LEAKING OF WATER PIPES OR WATER HEATER, OVERFLOW OF DRAINAGE SYSTEM, HEATING NOT FUNCTIONING, MALFUNCTIONING DOOR LOCKS WHICH PREVENT THE SECURING OF THE PREMISES, OR OTHER SUCH SITUATIONS REQUIRING IMMEDIATE ATTENTION SO AS TO LIMIT OR PREVENT INJURY TO PERSONS OR DAMAGE TO PREMISES. Maintenance requests (EXCEPT bona fide emergencies) that are not presented in writing shall be deemed not to have been presented at all.
13. **ABANDONMENT:** If the leased premises shall be abandoned or become vacant during the term of the lease, without Lessee(s) having paid in full the rent for the entire term, then in such case, Lessor shall have the right at his option, to take possession of the leased premises and let the same as agent of Lessee(s) and apply the proceeds received from such letting toward the payment of the rent of Lessee(s) under this lease, and such re-entry and reletting shall not discharge Lessee(s) from liability for rent, nor from any other obligations of Lessee(s) under the terms hereof; or at the option of Lessor, the rent for the entire term of this lease shall be payable, the entire security deposit shall be forfeited, and this lease may be terminated if Lessor so chooses. **If Lessee(s) allows utilities to the premises to be discontinued for any reason before the end of the lease term, Lessor considers the property abandoned.**
14. **RULES:** Lessee(s) shall comply with the reasonable rules and regulations now or at any time hereafter during the existence of this lease adopted by Lessor, and posted in or about the said building, or otherwise brought to the notice of Lessee, both in regard to the building as a whole and to the premises herein leased. (See Section E. Rules and Regulations.)
15. **FIRE AND FLOODING CAUSE:** In the event the leased premises are totally destroyed by fire, rain, wind, flooding or other cause beyond the control of the Lessor or the Lessee(s), or are condemned and ordered torn down by the properly constituted State, County or City authorities, 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, flooding or other cause beyond the control of Lessee(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 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 leased premises bears to the whole of said leased premises. Pursuant to Title 41 Okla. Stat., 113a, Lessor does hereby give notice to Lessee(s) 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, and that Lessor shall not be liable for

any occupant of the leased property, irrespective of how such injury or damage may be caused. THE PREMISES HAVE BEEN FLOODED\_\_\_\_ / HAVE NOT BEEN FLOODED\_\_\_\_ IN THE LAST 5 YEARS TO LESSOR'S KNOWLEDGE . ( Check-mark APPLICABLE ANSWER ABOVE )

16. **STORAGE:** All personal property placed in the leased premises, or in the storerooms or in any other portion of said building or any place appurtenant thereto, shall be at the risk of the Lessee(s), or the parties owning the same, and Lessor shall in no event be liable for the loss of or damage to such property or for any act or negligence of any guests or servants of the lessee(s), or any other person whomever in or about the building. Personal property renter's insurance and personal liability insurance are the responsibility of the Lessee(s).
17. **KITCHEN:** Only such room in the leased premises as is so designated by Lessor shall be used as food preparation area/kitchen.
18. **FORFEITURE:** Should Lessee(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, Lessor shall have the right, at his option, to re-enter the leased premises and terminate the lease; such re-entry shall not bar the right to recovery of rent or damages for breach of covenants, nor shall the receipt of rent after conditions broken be deemed waiver of forfeiture; and in order to entitle Lessor to re-enter, 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 this 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, and law, usage or custom to the contrary notwithstanding. If Lessee(s) vacates or abandons the premises before expiration of this agreement, his right to possession of the premises terminates; but the lease terminates only if Lessor so elects.
19. **INSTALLATION OF EQUIPMENT:** No equipment shall be installed upon premises WITHOUT Lessor's WRITTEN consent.
20. **PARKING:** Lessee(s) agrees that vehicles operated by Lessee(s) shall be parked only in designated parking areas. Guests MAY NOT occupy parking spaces designated for Lessee(s)' use. Lessee(s) is responsible for keeping his respective parking area clean and free of debris, oil, etc. Parking stickers, where applicable, MUST be prominently displayed. Parking is NOT permitted on any yard or lawn area of the property. Improperly or illegally parked vehicles will be immobilized and/or towed AT VEHICLE OWNER'S EXPENSE. GUEST PARKING IS NOT OFFERED OR GUARANTEED IN THIS LEASE AGREEMENT.
21. **HOLDOVER:** If Lessee(s) shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this lease, Lessor shall, at his option, have the right to charge Lessee(s) as liquidated damages for the time such possession is withheld A SUM EQUAL TO TWICE THE AMOUNT OF DAILY RENT, or to treat such holding over as a renewal by Lessee(s) of the lease on a month-to-month basis. HOLDOVER RATES TAKE EFFECT BEGINNING AT 5:01 PM ON THE EXPIRATION DATE OF THE LEASE .
22. **NORMAL TERMINATION:** Sixty (60) calendar days prior to the expiration of the lease term, IF Lessee(s) FAILS TO

provide Lessor a written notice (on paperwork mailed to Lessee) EITHER that Lessee(s) will : 1. Normally terminate the Lease by the lease expiration date, OR, 2. Extend lease for an additional term, LESSEE(S) FORFEITS ALL DEPOSITS PAID TO LESSOR, AT LESSOR'S OPTION.

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23. Lessee(s) agrees that for purposes of showing the premises to prospective tenants, Lessor may notify Lessee(s) via telephone message or posting of notice upon the premises of impending showings of the dwelling, and Lessee(s) agrees that entry to the premises for this purpose will not be hindered by Lessee(s). Lessor will make every effort to provide a 24-hour advance notice of showings. Property should be maintained in a showable condition.
24. **NOTICES:** All notices and correspondence, made or sent by either party to the other, shall be deemed to be fully given or made when made in writing and personally delivered, or deposited in the U.S. first class mail, postage prepaid and addressed as follows:  
**Lessor: Stillwater Property, Stillwater, Property, 633 N. Husband, Stillwater, OK 74075**

Office hours are 9 a.m.–4 p.m., Monday through Friday, excluding holidays and other times as indicated.

25. **LANDLORD TENANT ACT:** It is the intent of this lease to comply fully with the Oklahoma Residential Landlord and Tenant Act. If any provisions of this lease shall be in conflict with the Act, the applicable provision of the Act shall govern this lease; however, all other provisions shall remain in full force and effect.
26. **INDEMNIFICATION:** Lessor 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(s)/Lessee's family or invitees, 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(s) or of any occupant, invitee, 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(s) shall indemnify Lessor against all claims, liability, loss, cost, expense or damage whatsoever, including attorney's fees, arising on account of such loss, injury, death or damage. Lessee(s) hereby waives all claims against Lessor for damages to the property of Lessee(s) 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(s) and the grounds, areas and facilities held out for use or enjoyment of the Lessee(s) generally and/or in common with other Lessees.
27. **EQUIPMENT or MECHANICAL FAILURE:** Lessor shall not be liable for damage to or loss of Lessee(s) personal property, including but not limited to food, clothing, pets, books, etc., due to failure of any plumbing or electrical equipment, appliances, water supply or drain piping, vandalism or break-in, or any other similar condition that may arise. **LESSEE(S) are STRONGLY URGED TO OBTAIN PERSONAL PROPERTY/RENTER'S INSURANCE.**

#### SECTION C.: LESSEE(S) INDOOR/OUTDOOR MAINTENANCE RESPONSIBILITIES

1. Lessee(s) is responsible for keeping premises in a clean, safe and sanitary condition INSIDE AND OUTSIDE, and for proper use of appliances, fixtures and equipment in the leased premises., and for reporting to Lessor any malfunctioning or unsafe appliances, fixtures, etc.
2. Lessee(s) is responsible for keeping areas INSIDE AND OUTSIDE OF PREMISES CLEAN. ACCUMULATIONS OF JUNK and/or TRASH on, in or around premises is strictly prohibited. IF SUCH ACCUMULATIONS ARE FOUND, THEY WILL BE REMOVED AT Lessee(s)' expense, by Lessor or Agent WITHOUT NOTIFICATION. IF INSIDE OF PREMISES ARE NOT KEPT CLEAN TO A REASONABLE STANDARD, LESSOR WILL HAVE PREMISES CLEANED AT LESSEE(S)' EXPENSE WITHOUT NOTICE TO LESSEE(S). SAID CHARGES MUST BE PAID BY LESSEE(S) UPON NEXT RENT DUE DATE AFTER SERVICES ARE RENDERED.
3. Lessor provides CH/A filter and working smoke detectors for bedrooms/hallways on move-in. Lessee is then responsible for changing CH/A filters and smoke alarm batteries after move-in. Lessee(s) will not tamper with or disable smoke detectors in any manner. If a malfunction of smoke detectors occurs, Lessee(s) agrees to immediately report such malfunction to Lessor so repair or replacement can be made. Where applicable, Lessor will replace refrigerator filter on move-in. After move-in, Lessee will be responsible for replacement.
4. \_\_\_\_\_ YES, tenant(s) is responsible for keeping lawn mowed/trimmed on a regular basis, preferably every 14 days during growing season. IF THE LAWN BECOMES OVERGROWN LESSOR WILL WITHOUT

every 14 days during growing season. **IF THE LAWN BECOMES OVERGROWN, LESSOR WILL, WITHOUT NOTICE TO LESSEE(S), HAVE THE LAWN MOWED AND TRIMMED AT LESSEE(S)' EXPENSE. Rates are not negotiable. MOWING CHARGES MUST BE PAID BY SUBSEQUENT RENT DUE DATE AFTER MOWING IS DONE.**

5. \_\_\_\_\_ YES, Stillwater Property is responsible for keeping lawn mowed/trimmed. Lessor initial: \_\_\_\_\_ Date: \_\_\_\_\_

#### SECTION D.: CLEANING STANDARDS / MOVE-OUT CLEANING INSTRUCTIONS

1. Clean sinks and cookstove and replace drip pans, clean oven, refrigerator, dishwasher, bathtubs & showers, toilets and lavatories, mirrors, etc. NOTE: DO NOT LEAVE FOOD IN REFRIGERATOR !!! LEAVE REFRIGERATOR DOORS OPEN AFTER CLEANING.
2. Wipe baseboards/remove cobwebs from ceilings and walls/clean all cabinets, inside and out.
3. Clean light fixture covers/ceiling fan blades; replace burned out bulbs or a \$5 per bulb charge will be taken from security deposit.
4. Clean all marks, etc., from all walls and doors and light switch covers.
5. Sweep and mop all kitchen and bath floors or other non-carpeted floors, **INCLUDING** under refrigerators and cookstoves.
6. Wash inside window glass, clean blinds and wipe window sills.
7. **ITEMS THAT USUALLY GET MISSED IN CLEANING: UNDER COOKTOP & REFRIGERATOR, OVEN, BASE OF & BEHIND TOILETS, LIGHT COVERS, WINDOWS, BLINDS, CEILING FAN BLADES, SWITCH PLATES, YARD TRASH.**
8. Lessee(s) agrees that Lessor will have carpets cleaned after move-out and deduct charges from security deposit OR Lessee may have carpets cleaned by one of the following APPROVED companies and provide Lessor with receipt as proof of cleaning **NO LATER THAN 30<sup>TH</sup> MOVE-OUT DATE:** Aladen Carpet 624-8922; or Carpet Kleen 624-5417.
9. Lessee(s) MUST notify Lessor at least 24 hours prior to move-out. Except where utilities are paid for by Lessor, LESSEE(S) MUST LEAVE ALL UTILITIES ON AT LEAST THREE (3) BUSINESS DAYS AFTER THE END OF THE LEASE IN ORDER FOR CHECK-OUT PROCEDURES TO BE COMPLETED. IF UTILITIES MUST BE TURNED ON BY LESSOR FOR THIS, LESSEE(S) WILL BE RESPONSIBLE FOR RECONNECTION CHARGES/USAGE.
10. Lessee(s) must have lawn mowed and trimmed (when applicable) no more than 5 days prior to lease expiration date.

#### SECTION E.: RULES AND REGULATIONS / INSTRUCTIONS FOR CARE OF DWELLING, ETC.

##### RENT

1. Rent is due on or before the 1<sup>st</sup> day of each month and past due AT 5:00 PM on the 5<sup>th</sup> DAY of each month.
2. Rent due and not paid by the 5<sup>th</sup> of each month will have attached the \$50 late fee.
3. Rent in cash, check, or money order may be delivered or mailed to Stillwater Property, 633 Husband, Stillwater, OK 74075.
4. Rent may be deposited in the night deposit slot at the above location. Rental address must be included on payment. **Deposit of cash in drop box is discouraged, and Lessor is NOT liable for CASH payments not made in person during normal business hours.**
5. No justification will be recognized as refusal to make prompt rental payment by virtue of any defective and/or operative condition that exists or develops. **A TENANT MAY NOT BY LAW WITHHOLD PAYMENT OF RENT TO EFFECT REPAIRS AND RETAIN POSSESSION OF THE RENTAL DWELLING.** (REFER TO OKLAHOMA RESIDENTIAL LANDLORD TENANT ACT)
6. A \$22 charge and a \$5 re-submittal charge for each returned check will be assessed, in addition to the assessment of a \$50 late charge; therefore a returned check will cost you the face value of the check PLUS \$77. Returned checks must be PROMPTLY replaced by cash, money order or certified check. ALL SUBSEQUENT RENT PAYMENTS MUST BE MADE IN CASH, MONEY ORDER, OR CASHIER'S CHECK.

##### KEYS AND LOCKS:

A \$10 fee will be assessed for replacement of each lost and/or unreturned door key and/or mail box key. Lessee(s) is not allowed to change locks or have them re-keyed as Stillwater Property operates under a master key system. Lessee(s) will be charged for installation of unauthorized new locks if this occurs.

**LOCK OUT FEE: A \$25 fee, payable at time of service, will be assessed for any unlocking of premises for Lessee(s) who have locked themselves out of premises and request Lessor or Agent to come to premises with key.** Spare keys cost \$1 per key.

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#### GENERAL: INSTRUCTIONS FOR CARE OF DWELLING / RESTRICTIONS FOR USE OF PREMISES / DECORATING

1. Lessee(s) shall not place/mount/allow to be placed/mounted anything on the outside of buildings, in windows or on projections, and no signs or advertising notices of any kind shall be allowed on any part of the building or on doors of any residential unit therein by Lessee(s).
2. Lessee(s) is responsible for all damages to premises, staircases, hallways and lawns, however caused by Lessee(s) or his guests, and particularly by moving furniture, boxes or bulky articles in or about the premises or by driving/parking vehicles on any yard area of the property. EXCEPT WHERE SPECIFIC WRITTEN PERMISSION HAS BEEN GRANTED BY LESSOR OR OWNER NO AREAS OF PREMISES MAY BE RENTED, SOLD, SUBLET, OR OFFERED FOR USE BY ANY PERSONS AT ANY TIME FOR ANY REASON, AND PARKING OF VEHICLES FOR COLLEGIATE SPORTING EVENTS OR OTHER EVENTS IS ESPECIALLY AND STRICTLY PROHIBITED.
3. Lessee(s) agrees to give immediate notice to Lessor 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., OR OF ANY VANDALISM OR BREAK-INS.
4. LESSOR RESERVES THE RIGHT WHEN NECESSARY TO ADOPT REASONABLE RULES AND REGULATIONS IN ADDITION TO THOSE OUTLINED IN THIS LEASE AGREEMENT TO HELP ENSURE PEACEFUL ENJOYMENT AND SAFETY OF RESIDENTS OF THE PREMISES. LESSOR RESERVES THE RIGHT to restrict placement of rugs, towels, bathing suits, potted plants, bicycles & scooters, or lawn furniture, children's playground equipment, etc. on stair-rails, balconies, window

sills, potted plants, bicycles, or lawn furniture, children's playsets and equipment, etc. or stoves, balconies, window sills, overhangs, stoops, AND TO REGULATE, CONTROL, and RESTRICT THE USE OF ALL COMMON AREAS of the premises for the good of ALL residents and for the neighborhood in general, and specifically for safety, security, sanitation, appearance, reputation and marketability of the rental premises.

5. Lessee(s) should not do major automobile repair work, wash vehicle, empty trash from vehicle onto streets, driveways or entry ways.
6. Lessee(s) shall be responsible for properly defrosting refrigerator/freezer, where applicable.
7. Water beds are allowed **ONLY** with Lessor's WRITTEN consent and Lessee's proof of personal property (renter's) insurance.
8. No motorcycles will be stored inside the dwelling. Bicycles may be stored inside the dwelling, with due care taken not to scuff walls with tires.
9. Lessor **URGES Lessee(s) to obtain renter's insurance**; Neither Lessor nor Owner have any insurable interest in Lessee(s) personal property.
10. Ceilings, woodwork, doors, etc. must NOT be marred by nails, screws, glue, glow in the dark stick-ons, etc. Small picture hanging hooks are allowed for hanging pictures.
11. One working phone jack and one working cable TV jack are provided by Lessor. Additional jacks may be installed at Lessee(s)' expense with Lessor's written permission. No mechanical equipment, TV satellite system or radio antenna shall be installed in or outside premises without Lessor's written consent. No alterations, additions or improvements shall be made in the dwelling without Lessor's written consent, and when so made, the same shall become part of the property and may not be removed by Lessee(s) upon vacating the premises.
12. If a plumber/SP personnel determines that food item, feminine hygiene item, OR ANY OBJECT NOT EASILY WATER SOLUBLE was put into the plumbing drain system by Lessee(s), then Lessee(s) shall pay for plumber's services. **LIKEWISE, FOR ANY SERVICE RENDERED UPON PREMISES WHERE SERVICE PROVIDER DETERMINES THAT LESSEE(S) HAS CAUSED THE NEED FOR SUCH REPAIR, LESSEE(S) AGREES TO PAY FOR SERVICES NO LATER THAN THE NEXT RENT DUE DATE AFTER SERVICE IS PERFORMED. TENANT CANNOT HIRE ANY SERVICE PROVIDER THAT IS NOT APPROVED BY LESSOR. DETERMINATIONS OF SERVICE PROVIDER ARE FINAL AS TO WHETHER THE NEED FOR SERVICE WAS CAUSED BY LESSEE(S), GUESTS OR INVITEES. SERVICE FEES FOR SUCH REPAIRS NOTED ABOVE ARE NOT NEGOTIABLE.**  
**PEST CONTROL:** If Lessee requests PEST CONTROL SERVICES and pest control professional determines that unsanitary living conditions or other circumstances are causing pest problem, Lessee shall pay for pest control services. **Stillwater Property makes every effort to protect their properties from pest infestations through the use of licensed pest management professionals. Without full cooperation of the residents, any treatment program will not be successful. Lack of cooperation may result in termination of the lease. New tenants have up to 10 days following the start date of the lease to report pest problems. After that date, Stillwater Property will not be responsible for treatment**
13. Lessee(s) must not leave windows open when absent from unit as rain or other water will damage floors, carpets, drapes, etc. Lessee(s) is responsible for keeping doors & storm/screen doors properly latched; extra care must be taken when opening and closing doors during periods of high winds, and Lessee(s) is responsible to pay for damaged doors if caused by lack of proper care in use. Heat should be left on in winter to avoid frozen or broken water lines. Thermostats should be set above 50 degrees Fahrenheit.
14. IN GENERAL, LESSEE(S) AGREE TO ABIDE BY ALL RULES AND REGULATIONS, TERMS & CONDITIONS AS OUTLINED IN THIS LEASE AGREEMENT, AND TO CARE FOR THE DWELLING SO THAT UPON LESSEE(S)' VACATING THE DWELLING, THE DWELLING IS RETURNED TO THE LESSOR IN AS GOOD A CONDITION AS WHEN LESSEE(S) FIRST ACCEPTED POSSESSION OF THE DWELLING, AS OUTLINED ON PAGE 2, SECTION B, PARAGRAPH 11, OF THIS LEASE AGREEMENT, MINIMAL WEAR AND TEAR EXCEPTED.

RECEIPT OF LEASE AGREEMENT: I / We have read, understood, and agreed to this Lease Agreement, and have been provided a photocopy of same. Secs. A, B, C, D, E read and agreed to by ALL SIGNATORIES:

Lessor/Agent \_\_\_\_\_ Date \_\_\_\_\_  
 Lessee \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
 Lessee \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
 Lessee \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
 Lessee \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
 Lessee \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
 Lessee \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

**SECTION E. 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, Lessor must disclose to Lessee(s) presence of known lead-based paint/hazards in the dwelling. Lessee(s) must receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (Initial)  
 \_\_\_(a) Presence of lead-based paint or lead-based hazards (check one) \_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing.  
 \_\_\_X\_\_\_ Lessor has no knowledge or records of lead-based paint and/or lead-based paint hazards in the housing.  
 \_\_\_(b) Records and reports available to Lessor (check one) \_\_\_ Lessor has provided Lessee(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\_\_\_ Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing.

Lessee(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 Lessor/Agent certifies that the information provided is true and accurate to the best of his knowledge.

\_\_\_\_\_  
 (Lessee) (Date) (Lessee) (Date)  
 \_\_\_\_\_  
 (Lessee) (Date) (Lessee) (Date)  
 \_\_\_\_\_  
 (Lessee) (Date) (Lessee) (Date)

(Lessor/Agent) (Date) Agent has informed Owner/Lessor of Owner's / Lessor's obligations under 42 U.S.C. 4852(d)