

4 Point Properties, LLC

Lease Agreement

This Lease, made this _____ day of _____, 20____, between **4 Point Properties, llc** herein after called Lessor and _____ herein after called Lessee.

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

- 1. TERMS:** Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenants under Lessor, the following described premises: _____, in the City of Stillwater, County of Payne, and State of Oklahoma, to be used by Lessee as a lawful, strictly private residential dwelling with all included personal property, from the _____ day of _____, 20____ to the _____ day of _____, 20____, inclusive. Lessee shall not have the right or power to sublet or transfer interest in the premises or any part thereof, without Lessor's qualification and written consent.
- 2. RENT:** Lessee agrees to pay to Lessor on the **FIRST** day of each month, as rent for said premises, the sum of _____ dollars (\$_____) per month. In the event that rent is not paid in full by the 5th day of the month or in the event that a payment tendered for the rent shall be for any reason dishonored, liquid damages in the form of **late charges shall accrue in the amount of \$25 on the 6th, with an additional \$5/day thereafter**, which shall be due and payable forthwith in addition to any rent unpaid. Rent not paid in accordance with this paragraph shall be deemed in breach of this lease. A \$20 charge for each rejected payment will be assessed in addition to the late fees. After a 2nd rejected payment all subsequent rent payments must be made in cash, money order, or cashier's check. If there is a balance due on lessee's account, payments by lessee will be made towards all monies owed before current rent. In the event any month's rent is not received by the landlord within five days after written notice of the Lessor's demand for payment, any tenancy shall automatically terminate, as provided by the ORLTA (Oklahoma Residential Landlord-Tenant Act).
- 3. SECURITY DEPOSIT:** Lessee has deposited with lessor the sum of \$_____ for a security deposit. Said deposit may be applied by landlord to any purpose permitted by law and upon termination of this agreement accounted for in accordance with the terms and provisions of the ORLTA. It shall be forfeited by lessee if lease is breached for any reason. Any balance at end of lease shall be returned to lessee within forty-five days of both the lessee giving written request for the return of the security deposit and the lessee giving possession of the Premises to the Lessor as stated in the Security deposit Addendum. Lessee shall not have the right to apply the Security deposit for payment of rent.
- 4. UTILITIES:** Lessee shall be responsible for paying all utilities assessed against the leased premises beginning on lease commencement date to ensure that utilities are properly billed to Lessee. Lessor may discontinue any temporary utility service at the leased premises effective on said date. If utilities are turned off or never turned on during the lease term, it will be considered a breach of lease and all associated charges will be billed to the lessee. Utilities shall remain on and in lessee's name through the end of the lease termination month, (5 business days after the Lease Agreement ends) or Lessor may charge Lessee for utilities and fees paid by Lessor.
- 5. ANIMALS:** No animals are allowed, and any exception must be approved in writing by Lessor and have proper documentation, including service/assistance animals. The lessee must accept terms and conditions of the 'pet agreement' and provide the pet deposit before any animal may be on the aforementioned property. If an unauthorized animal is found on or about the premises, a \$25 fine per day will be assessed for each day the animal is on the premises. This penalty applies whether the animal belongs to Lessee or some other person, and it will be a breach of the lease agreement. Lessee will be responsible for all cleaning and any other charges related to the animal. A Lessee in need of a **service/assistance animal** as defined by the Fair Housing Act and Americans with Disabilities Act shall give notice and documentation to Lessor to verify lessee meets definition of disability, describe accommodation needed, and show the relationship between disability and needed accommodation to be verified by Lessor before being approved per OK HB3282.
- 6. POSSESSION:** Lessor agrees to provide Lessee a dwelling unit ready for possession and cleaned to a reasonable standard that includes the personal property (appliances) as marketed to Lessee. Lessee's taking possession of premises shall be conclusive evidence of receipt of the premises in clean and good order and repair. If property does not meet these standards, lessee must notify lessor prior to occupying the property and within twenty-four hours of lease start date. Any damage found upon possession that needs repair must be entered as an online request. Lessee agrees that no promise to decorate, alter, repair, or improve the premises has been made except expressed in writing by the Lessor. Lessee shall not drill, nail, paint or otherwise alter the walls within the premises without the written consent of the Lessor.
- 7. TENANT RESPONSIBILITIES:** Lessee agrees to keep premises sanitary, free from pests, and to be fully responsible for any breakage, damage, or destruction, which may be caused by Lessee, Lessee's agents, servants, employees, guests, invitees, or pets, which may occur during the term of this lease above normal wear and tear and will remedy or be charged to clean or repair premises. Lessee's failure to identify any pest infestation within thirty (30) days of lease start date shall constitute

Lessee's agreement that the premises had no infestation of any kind. Lessee is responsible for keeping areas inside, around, and outside property clean and sanitary and free from pests. After 30 days, it is the Lessee's responsibility to remove/treat the property for any pests or lessor will contract it at lessee's expense. Junk and/or trash on, in, or around premises is strictly prohibited and will be removed, whenever found, at Lessee's expense. Any furniture on the porch or outside not made specifically for outdoor use will be in violation of this lease and will be removed at Lessee's expense. No vehicle, including passenger car or moving van is to be driven or parked in the yard. \$25/day fine will be assessed if vehicle is in a yard without prior approval and it may be towed at owner's expense. Lessor will provide lawn care at no additional fee to the Lessee.

8. **SMOKE DETECTOR:** Lessee is responsible to report smoke detectors not operating properly and check them every 30 days. Lessee will not tamper with or disable smoke detectors in any manner and is responsible for keeping working batteries installed. If a malfunction of smoke detectors occurs, Lessee agrees to immediately report such malfunction to Lessor, so replacement can be made. Smoking of any kind inside the property is strictly prohibited and could be cause for eviction. If smoke damage occurs due to Lessee or Lessee's visitors, Lessee agrees to pay the cost of having premises painted, cleaned, deodorized, air ducts and filters cleaned and carpets/drapes cleaned or replaced as necessary.
9. **GENERAL MAINTENANCE/REPAIRS:** It is Lessee's responsibility to replace any light bulbs, water filters, batteries and HVAC air filters as needed, and keep HVAC unit clean to keep heating/cooling system running at optimum levels and utility bills low. Any damage/failure of systems due to not keeping unit clean/filters changed or service charges related to these actions may be charged to lessee. **Lessee will be charged for clearing drains/sewers/garbage disposals caused by lessee's actions.** Lessee shall be held responsible and agrees to pay for any damage caused by freezing during cold weather. Thermostats should be set above 55 degrees Fahrenheit. Lessee 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. Lessee does not have the right to hire a service provider to maintain or repair any failure or damage on the property without written permission. Lessor shall not be liable for any damage or loss to renter's personal property or perishable goods occasioned by mechanical failure of any appliance or equipment provided by the Lessor including plumbing, gas, water, steam or other pipes or fixtures, or sewage, nor for any damage arising from acts over which he has no control. Lessor has discretion to repair/replace or not repair/replace non-essential items that fail during lease. Lessee must submit all requests for maintenance and repair (except emergencies) in writing to Lessor. **If an emergency arises,** Lessee should contact maintenance manager or Lessor by phone to report the situation immediately. Emergency is defined as: uncontrollable leaking of water pipes or water heater, overflow of drainage system, heating not functioning, malfunctioning locks which prevent securing the premises, flooding, fire, or other such situations requiring immediate attention so as to limit or prevent injury to persons or damage to premises. Lessee shall report any water leaks to Lessor immediately. Regular maintenance requests not entered in the online maintenance system shall be deemed not to have been presented.
10. **DISCLOSURES, ENVIROMENTAL: Fair Housing.** Lessor and Lessee acknowledge and agree that Lessor shall lease the Premises to the Lessee without regard to sex, race, religion, color, handicap, familial status, or national origin. **AIR QUALITY.** Lessor have no knowledge and take no responsibility for any type of air quality problems that Lessee, Lessee's family members or guests might encounter in subject property. In the event that Lessee or Lessee's family members experience any type of respiratory problems, it is strongly recommended that Lessee have the home tested before occupancy. The Lessee will incur cost of testing. Mold and/or mildew can grow in any portion of the Premises exposed to elevated levels of moisture, and some forms of mold and mildew can be harmful. Lessee agrees to report to Lessor any water intrusion problems (other than in sinks, showers, toilets, and other areas designed to hold water or to be wet areas). Lessee shall not block or cover any heating, ventilation, or air condition ducts located in the Premises. Lessor will pay no cost for Lessee or Lessee's family members or guests for any problem that might arise from mold, mildew, and/or air quality within the Premises of Subject Property. By signing this Rental Agreement, Lessee agrees to hold Lessor harmless from any mold or air quality problems that might occur.
11. **RENTER'S INSURANCE:** Lessee should obtain property damage and liability insurance for the leased premises. The Owner does not maintain insurance to cover the personal property of Lessee, or personal injury to Lessee, their guests or occupants. Lessee shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the lease.
12. **BREACH OF LEASE:** If Lessee vacates or abandons the premises or breaches the lease agreement in any way (including rent payments) before expiration of this agreement, his right to possession of the premises terminates; but the lease terminates only if Lessor so elects. Any waiver of any breach shall not be construed as a waiver of a future breach. The Lessee will be responsible for reimbursing Lessor for the expense of re-renting and Lessee is liable for payment of rent until the dwelling is re-rented to a tenant that meets the qualifications and approval of Lessor. Additionally, the entire security deposit may be forfeited at Lessor's option. In the event of any violation of the terms of this contract by Lessee, either in the payment of rent or otherwise, Lessor shall have the right to cancel same following procedures in the ORLTA and begin eviction under the Forcible Entry and Detainer Law. Lessor may attempt to reclaim any amount due by all means allowed by law.

13. **LESSOR'S ENTRY:** Lessor may enter the premises for the purpose of inspection or for any other purpose permitted by law, as needed with or without presence of lessee with 24 hours notice, or immediately in case of emergency. By entering a maintenance request, lessee is granting permission for Lessor to enter the premises. Lessee shall not add or change locks on premises without written permission. Lessee agrees that for purposes of showing the premises to prospective new tenants, Lessor may notify Lessee via text message or e-mail of impending showings of the dwelling, and Lessee agrees that entry to the premises for this purpose will not be hindered by Lessee. Lessor will then make every effort to provide an additional 24-hour advance reminder of each showing. If Lessor is called to unlock door or make additional keys, lessee will be assessed a \$25 fee.
14. **FLOODING CAUSE:** If the leased premises are injured by fire, rain, wind, flooding or other cause beyond the control of Lessee or Lessor, so as to render the same partially untenable or partially unfit for use, and are repairable within a reasonable time, then this lease shall remain in full force and effect, but there can be an abatement in rent in the proportion that the damaged portion of the leased premises bears to the whole. Pursuant to Title 41 Okla.. Stat., 113a, Lessor does hereby give notice to Lessee if the leased premises has within the last five (5) years been subject to temporary flooding according to the description as set forth in Para. B, Sec. 1 of said Statute.
THE PREMISES HAS NOT BEEN FLOODED X IN THE LAST 5 YEARS TO LESSOR'S KNOWLEDGE.
15. **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 or Lessee's family, or by any person whomsoever may at any time be using or occupying or visiting the premises or be in, on or about the same, whether such injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, cost, expense or damage whatsoever, including attorney's fees, on account of such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to the property of Lessee in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at premises leased by Lessee and the grounds, areas and facilities held out for use or enjoyment of the Lessee generally and/or in common with others.
16. **CRIMINAL ACTIVITY:** Any criminal or illegal activity by lessee or guest or any other person at lessee's property, danger to the premises or persons or drug-related criminal activity on or near the premises shall be grounds for immediate termination of the lease and all expenses associated with the activity will be charged to Lessee. Any time a city ticket or police call to the residence occurs, Lessees will be fined \$100 in addition to any damages or fine to the property.
17. **ATTORNEY FEES:** Both Lessor and Lessee understand and agree that in any action for breach of this lease agreement or for any action to enforce any right or obligation under this lease agreement that the prevailing party shall be entitled to recover a reasonable attorney's fee and/or court costs.
18. **SURRENDER:** Lessee agrees to leave property clean and empty prior to the check- out date (using cleaning guide provided at end of lease term). Lessee agrees that Lessor will have carpets professionally cleaned and house inspected and cleaned after check-out and deduct any charges from security deposit. Lessee must keep all utilities on through the end of the month that the lease ends. If utilities must be turned on by Lessor, Lessee will be responsible for reconnection charges and utility usage. Any property left on the premises after the end of the lease shall be considered abandoned and will be disposed of at the discretion of the Lessor at the Lessee's expense.

We have read, understood, and agree to this Lease Agreement, and have been provided access to the same. The undersigned Lessee(s) shall be jointly and/or severally liable for all of the terms and conditions of this lease agreement.

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

Special Provisions: Lead Based Paint Disclosure and Brochure (if premises built before 1978)
 Security Deposit Addendum
 Pet Addendum (if applicable)

_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Lessee	Date	Lessor	Date