

MAPLE 500 APTS.  
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 the premises at \_\_\_\_\_ 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 \_\_\_\_\_ dollars, \$\_\_\_\_\_, 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. The final month of this lease is prorated by ½ (50%), 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, credit card, ACH 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 DEPOSIT and FIRST MONTH'S rental payment and furnished 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 seek remedy against either or both of the TENANT(S).

(1) **Possession:** LANDLORD shall deliver possession of the leased premises to TENANT(S) in clean and good working condition on the start date of this lease, provided TENANT(S) has paid the first monthly rental payment. LANDLORD shall not be liable for the failure to do so, other than to reduce monthly rent on a per diem basis, from the start date of this lease to the day possession is delivered to TENANT(S), as described in this lease.

(2) **Maintenance of and damage to Premises:** TENANT(S) shall keep the same premises, buildings and complex clean and in as good condition as when it was delivered by LANDLORD and shall be liable for any injury or damage done to the premises, building and complex by TENANT(S) or any other persons whom TENANT(S) permits in or about the leased premises, excepting normal wear and tear. LANDLORD is responsible for the daily operational order and cleanliness of the premises, buildings and apartment complex.

(a) TENANT(S) is liable for damage caused by TENANT(S)'s failure to properly operate the utilities and fixtures of the premises and failure to heat the premises during cold weather.

(b) If TENANT(S) choose to pay their own utilities, then 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, LANDLORD will consider the unit abandoned and LANDLORD may enter to protect our property.

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

(4) **Entry for Maintenance, Repairs, Inspection and Relet:** LANDLORD, in person or by agent, has the right at all reasonable times to enter the premises to make repairs and alterations deemed necessary by LANDLORD to keep the premises in good, working order. LANDLORD, in person or by agent, has the right at all times to enter the premises to inspect the premises and to show the same to prospective tenants or purchasers. LANDLORD shall have the right to display "for rent" or any signs on the premises and to advertise the same for lease. LANDLORD may at any time remove signs, fixtures or alterations not conforming to this lease or to rules and regulations hereafter adopted.

(a) If TENANT(S) refuses to allow LANDLORD access to the premises or to place "for rent" signs or interferes with the LANDLORD'S ability to relet the premises, TENANT(S) shall pay a sum equal to three months' rent.

(5) **Sublease:** TENANT(S) shall have the right, upon only written consent of LANDLORD, to sublet the premises. TENANT(S) does not have the right to transfer or assign this lease, nor is LANDLORD required to accept any tenant offered by TENANT(S) or TENANT(S) agent, heir or assignee. TENANT(S) shall not post any "to rent," "furnished room," "room to rent," or similar sign or notice or advertise in any manner whatsoever without the consent in writing of LANDLORD. TENANT(S) understands that the LANDLORD charges a \$200 fee when subletting the unit.

(6) **Forfeiture of Premises:** 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 LANDLORD'S 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.

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

(b) If TENANT(S)'s right to possession is terminated and LANDLORD relets the premises for TENANT(S), LANDLORD is not required to accept any tenant offered by TENANT(S).

(7) **Abandonment of Premises**: If the premises are determined by LANDLORD to be abandoned or become vacant during the lease term without TENANT(S) having paid rent for the entire term, then LANDLORD shall have the right at LANDLORD'S option to enter and take possession of the premises and let the same, as agent of TENANT(S), and apply the proceeds received toward the payment of the rent owed by TENANT(S). Such reentry and reletting shall not discharge TENANT(S) from liability for rent, nor from any obligations of TENANT(S) under the terms hereof. At LANDLORD'S option, the rent for the entire term shall become due and payable, and LANDLORD may proceed to collect rent for the entire term of this lease, as if it were payable in advance.

(8) **Termination due to Bankruptcy**: Should TENANT(S) at any time during this lease remove, or attempt to remove fixtures or leased furniture from the premises, or if an execution or other process be levied upon the interest of TENANT(S) in this lease, or if a bankruptcy petition is filed by or against TENANT(S) in a Court of competent jurisdiction, LANDLORD shall have the right, at LANDLORD'S option, to reenter and take possession of the leased premises and to terminate this lease, or at LANDLORD'S option, determine the rent for the entire term of this lease shall become due and payable. LANDLORD may proceed by lawsuit or other process to collect the rent for the entire term in the same manner as if the whole rent for the entire term were due and payable in advance.

(9) **Holdover**: If TENANT(S) or subtenant remains in, or continues to be in possession of, the leased premises or any part thereof after the termination of this Lease, LANDLORD shall, at LANDLORD'S option, have the right to charge TENANT(S) 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 and all terms of this lease shall be and remain in full force and effect for the renewal term.

(10) **Rules**: TENANT(S) shall comply with all the reasonable rules and regulations now or at any time during this lease adopted by LANDLORD and posted in or about the building, or otherwise brought to the notice of TENANT(S), in regard to the building, leased premises and neighborhood.

(11) **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 TENANT(S) 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 neighborhood.

(12) **Broken Windows, Doors, General Condition and Surrender upon Termination**: TENANT(S) shall pay for replacing intentionally broken windows and doors and shall replace lost keys and maintain the premises in such good condition, order and repair as at the start of this lease, or as put into operation during this lease, reasonable wear and tear and damage by fire or other casualty excepted. Upon lease termination, TENANT(S) shall surrender premises to LANDLORD in a quiet and peaceable way and in like good order as at the start of the term, reasonable wear and tear excepted.

(13) **Waste Removal, General Cleanliness**: TENANT(S) shall dispose of all trash in the provided City of Stillwater trash bin located on West. St. TENANT(S) permit no waste or trash to be placed around the premises and shall maintain clean surroundings. TENANT(S) shall not attach temporary or permanent signage to any window, floor, door or wall without the consent of LANDLORD.

(14) **Fire, Act of God or Condemnation**: 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 State, County or City, then in either of these events the lease shall cease and terminate as of the date of such destruction.

(a) If the premises are damaged by fire, rain, wind, or any cause beyond the control of LANDLORD or TENANT(S) so as to render the premises untenable or partially unfit for use, and are repairable within a reasonable time, then this lease shall remain in full force and effect with an abatement in rent proportional to the damage or days the premises is untenable or partially unfit.

(15) **Personal Property and Storage:** All TENANT(S) personal property in the premises, or any place pertaining to the premises or buildings, shall be at the risk of TENANT(S), or to parties owning same. LANDLORD shall not be liable for loss or damage to the property or for any negligence of co-tenants or agents of tenants, or parties owning same, or of any person who should be in or about the premises or buildings.

(16) **No Installation of Mechanical Equipment:** TENANT(S) agrees not to install any mechanical equipment within the premises or outside thereof without LANDLORD's written consent.

(17) **Pets:** ABSOLUTELY NO PETS ARE ALLOWED ON THE PREMISES. This includes but is not limited to pets of others who may be visiting TENANT(S). Notwithstanding this "NO PETS" 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 portion 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 due to a 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.

(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.

(19) **Heirs and assigns:** All covenants and representations are binding upon and inure 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.

(20) **IT IS UNDERSTOOD AND AGREE** 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 an attorney is hired 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.

_____ TENANT #1	_____ Date	_____ TENANT #2	_____ Date
Driver or Passport #: _____		Driver ID or Passport#: _____	
State or Country: _____		State or Country: _____	
Mobile Phone: _____		Mobile Phone: _____	
Email: _____		Email: _____	

_____ LANDLORD/AGENT	_____ Date
405-377-2787	Maple 500 Apts.: PO Box 1126; Stillwater, OK 74076

**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 #1	Date	TENANT #2	Date
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LANDLORD/AGENT	Date
Agent has informed LANDLORD of LANDLORD's obligations under 42 U.S.C. 4852 (d)	

**TENANT(S) HOME ADDRESS AND EMERGENCY INFORMATION**

TENANT #1 Parents _____ Street _____ City/State/Zip _____ Tele. # _____	TENANT #2 Parents _____ Street _____ City/State/Zip _____ Tele. # _____
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**OFFICE USE**

TENANT #1 Deposit Paid _____ Last Term Paid _____ Deposit Refunded _____	TENANT #2 Deposit Paid _____ Last Term Paid _____ Deposited Refunded _____
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