



# SINCERE PROPERTY MANAGEMENT RESIDENTIAL LEASE AGREEMENT

- I. THE PARTIES.** This residential lease agreement ("Agreement"), dated \_\_\_\_\_, by and between:
- A. **LANDLORD:** Entity known as Sincere Property Management of (14209 N. Santa Fe Ave, Unit A, Edmond, Oklahoma, 73013), hereinafter known as the "Landlord."
  - B. **TENANT(S):** Individuals known as \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, hereinafter known as the "Tenant(s)", agree to the following:
- II. OCCUPANT(S).** The Premises described in Section II is to be occupied strictly as a residential dwelling by the Tenant(s) and no other individuals ("Occupant(s)").
- III. LEASED PREMISES.** The Landlord hereby rents to the Tenant(s), subject to the terms and conditions of this Agreement, a single-family home with a property and mailing address of \_\_\_\_\_, consisting of \_\_\_\_ bathroom(s) and \_\_\_\_ bedroom(s) (the "Premises"). The Landlord shall send the Tenant(s) any notices to the Premises' aforesaid mailing address.
- IV. PHONE NUMBERS:** Landlord's Current Phone Number: (405) 215-9535 Tenant's Current Phone Number: \_\_\_\_\_. Tenant shall notify Landlord of any change to her/his telephone number immediately upon obtaining one, if there is a change.
- V. LEASE TERM.** Tenant shall lease the Premises for the calendar period beginning \_\_\_\_\_ and ending \_\_\_\_\_. In the event that Landlord or Tenant does not elect to terminate this Lease at the ending date therein (with 30-day advanced written notice), then the term of this Lease shall continue on a month-to-month basis.
- VI. MULTIPLE TENANT(S) OR OCCUPANT(S).** Each individual that is considered a Tenant(s) or Occupant(s) in this Agreement is jointly and individually liable for all of this Agreement's obligations, including but not limited to Rent monies. If any Tenant(s), Occupant(s), or guests thereof, violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s), or anyone of the Occupant(s), including repair requests and entry permissions, constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premises for the service of process.
- VII. PREMISES USE.** The Premises is to be used only as a residence by the Tenants who have signed this Lease. NO OTHER PERSONS MAY LIVE AT THE PREMISES WITHOUT THE LANDLORD'S PRIOR WRITTEN PERMISSION, which may be given or withheld in Landlord's sole and absolute discretion. Guests may only stay for up to two weeks (14 days) and

Tenant's Initials: \_\_\_\_\_

must abide by all applicable terms and conditions of this Lease, including any rules and regulations applicable to the Premises. Tenant shall not use the Premises, nor any neighboring premises, for any illegal purpose, or for any other purpose than that of a residence. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with Tenant's occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's family, visiting friends, dependents, guests, licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises. Absolutely no excessive drinking, illegal drug use, public disturbances, physical abuse, verbal abuse, threats, or unauthorized pets, firearms, or smoking is permitted on Premises. Any violations of the foregoing paragraph shall be an immediate and incurable default of this Lease and shall be cause for eviction.

**VIII. RENT:** The following terms apply to the rent payment for this Lease.

- i. **AMOUNT:** The rent for the Premises will be \$ \_\_\_\_\_ per month. For the period from Tenant's move-in date, \_\_\_\_\_, through the end of the month, Tenant will pay a prorated amount of \$ \_\_\_\_\_ to Landlord. This prorated amount will be due on the first day of the second month of the Lease term, and a full month's rent will be due before Tenant can take occupancy of the Premises.
- ii. **OTHER RENT DUE:** Additionally, Tenant will pay parking or other monthly fees, if any, of \$ \_\_\_\_\_ to cover \_\_\_\_\_.
- iii. **RECEIPT OF MONEY PAID:** Tenant has paid \$ \_\_\_\_\_ for security deposit and has paid \$ \_\_\_\_\_ for \_\_\_\_\_ fee(s); Tenant has also paid \$ \_\_\_\_\_ in \_\_\_\_\_ for rent, receipt hereby acknowledged.  
Landlord initials: \_\_\_\_\_
- iv. **NEXT PAYMENT:** The next payment is due on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.
- v. **DUE DATE/LATE FEE:** Rent (including, without limitation, any monthly parking fees or other fees) shall be due on or before the 1st day of each month in advance, without notice or demand, and without deduction or offset. Monthly rent payments must be RECEIVED no later than the end of the "grace period" which is the 6th day of the month. (Weekends or holidays occurring within those days shall not be added to the grace period.) If a monthly rent payment is received after the grace period, it shall be late and Tenant shall be charged a late charge of \$50. Late fees and all other balances due with rent shall be considered rent as due. Payment must be RECEIVED no later than 5:00pm on the last day of the grace period. This late charge is due with the monthly rent payment. An additional \$35.00 will be charged for any dishonored check returned for any reason. Bad health, reduced hours at work, the loss of job, financial emergency or other circumstances will not excuse any late rent payments. Interest will accrue at 18% per year on any amount due and owing to Landlord from the time that any such amount became due and payable. The foregoing of late fees and charges shall not be construed as a waiver by Landlord of its right to declare a default under this Lease.
- vi. **EVICITION NOTICE:** Should the Tenant fail to pay rent by the due date, Landlord may serve an eviction notice, as required by applicable laws (if any), the cost which shall be paid by the Tenant in the amount of a \$75.00 service fee.

Tenant's Initials: \_\_\_\_\_

- vii. **PAYMENT OPTIONS:** Rent must be paid by ( ) Check ( ) Cashier's Check ( ) Money Order ( ) Online ( ) Bank Debit ( ) Other: \_\_\_\_\_ . Unacceptable forms of payment will be returned and not credited towards any payments. Checks must be made payable to Sincere Property Management. If the Tenant(s) attempts to pay Rent with a check, electronic transaction, or through any other means authorized by this Agreement, that fails to clear the transaction of Rent funds due to non-sufficient funds ("NSF"), there shall be a fee of \$35.
- viii. **PARTIAL PAYMENT:** Landlord's acceptance of any partial rent payment shall not waive Landlord's right to require immediate payment of the unpaid balance of rent, or waive or affect Landlord's rights with respect to any remaining unpaid rent.

**IX. SECURITY DEPOSIT:** Contemporaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$ \_\_\_\_\_ as security for the return of the Premises at the expiration of the term of this Lease in as good condition as when Tenant took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely and complete performance of all other terms, conditions and covenants of the Lease. Provided that Tenant has paid all amounts due and has otherwise performed all obligations hereunder, the security deposit will be returned to Tenant without interest (unless required by applicable laws) within the lesser of (i) sixty (60) days after the expiration of the term of this Lease or (ii) the maximum time period allowed by applicable laws, further provided that Landlord may deduct from the Security Deposit prior to returning it any amounts owed by Tenant to Landlord.

**X. LIABILITY AND RENTERS INSURANCE:** Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. Tenant shall, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises. Tenant acknowledges that if Tenant fails to obtain and maintain renter's insurance, Tenant alone shall bear the consequences of the loss or damage to Tenant's personal property.

**XI. UTILITIES.** The following utilities are the sole financial responsibility of the Tenant:

- |                 |                      |                      |
|-----------------|----------------------|----------------------|
| ( ) Water       | ( ) Gas              | ( ) Garbage          |
| ( ) Sewer       | ( ) Heat             | ( ) Association Fees |
| ( ) Electricity | ( ) Air Conditioning | Other _____          |

Tenant must transfer all utilities to be paid for by Tenant into Tenant's name before moving in and maintain service throughout the duration of the tenancy. If the Premises is a single-family home, Tenant agrees to pay for all metered electrical, water and sewer service charges, the cost of which is billed by the local municipality periodically, even if said bill is sent to Landlord. Tenant must pay this bill by the due date written on the invoice and include all late fees or other charges. If payment for the electrical, water and/or sewer is not paid by the due date, the total amount will be treated as additional rent payable by Tenant and due immediately. In such cases the Tenant shall be subject to eviction for nonpayment of electrical, water and sewer service charge(s), in the same manner as any other rent. Tenant's failure to promptly pay for all utilities may result in a \$35.00 service charge.

Tenant's Initials: \_\_\_\_\_

- XII. FURNISHINGS AND APPLIANCES:** The following appliances are supplied with the Premises: ( ) Refrigerator ( ) Stove, ( ) Dishwasher ( ) Other: \_\_\_\_\_ . Tenant agrees to keep all such appliances clean and in good repair. Supplied appliances may not be removed. The following furnishings are supplied with the Premises \_\_\_\_\_. If any furnishings break or are damaged, they are Tenant's responsibility. Maintenance of the furnishings is Tenant's sole responsibility, and Tenant will keep all such furnishings in good repair. Tenant's use of such furnishings shall be "AS-IS", and Landlord has not made, does not make and hereby disclaims any representations or warranties (including, without limitation, any warranty of merchantability or fitness for a particular purpose) as to the existence of or physical condition of the furnishings or the suitability or usefulness of the furnishings for Tenant's intended use.
- XIII. POSSESSION.** Tenant(s) shall make reasonable efforts to examine the condition of the Premises before taking possession. Once the Tenant(s) takes possession of the Premises, the Tenant(s) acknowledges the Premises is in acceptable order and consents to take possession of the Premises in its current condition unless otherwise stated herein. Failure of the Landlord to deliver possession of the Premises to the Tenant(s) at the start of the Lease Term shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) opts to cancel this Agreement, any Security Deposit required under **Section XIV** of this Agreement shall be returned to the Tenant(s) along with any other prepaid Rent and fees, including any fees paid by the Tenant(s) in connection with the application process before the execution of this Agreement.
- XIV. ACCESS.** Upon the start of the Proration Period or the Lease Term ( \_\_\_\_\_ ), whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry device needed to enter the Premises and any designated common areas. Duplicate copies of the access forms hereof may be authorized only under the consent of the Landlord, and, if any replacements are needed, the Landlord may provide them for a reasonable fee. At the end of this Agreement, any keys, fobs, cards, or keyless entry devices provided to the Tenant(s) shall be returned to the Landlord or a fee will be billed directly to the Tenant(s) or deducted from the Security Deposit.
- XV. PETS.** The Tenant(s) shall be allowed to have: Two (2) pets on the Premises consisting of Cats or Dogs, and with no other types or number of pets being allowed on the Premises or common areas ("Pet(s)"). The Tenant(s) **shall be required to pay a pet fee in the amount of \$250.00 per pet ("Pet Fee"). The Pet Fee is non-refundable.** The Tenant(s) is responsible for all damages the Pet(s) cause to the Premises, regardless of the ownership of the Pet(s), and agrees to remedy such damage to the Premises and restore its original condition at their sole expense. There shall be a limit on the individual weight of any of the Pet(s) of (65) pounds. Any refundable Pet Fee stipulated herein shall be considered a deposit to **cover any damage caused to the Premises by the Pet(s), subject to the requirements of Section 115 of the Oklahoma Statutes.**

Tenant's Initials: \_\_\_\_\_

- XVI. PEST CONTROL:** Pest control, after the first thirty days of the term of this Lease, shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation. Tenant must keep the Premises free of all pests, including without limitation, rodents, fleas, ants, cockroaches, gnats, flies, and beetles. Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform Landlord at first sighting of any pests in order to avoid any infestation of pests. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed any pests in the Premises.
- XVII. MOLD:** It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are Tenant's obligations under this Lease.
- XVIII. PLUMBING:** Tenant shall be held responsible for all costs related to Landlord's repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines non-approved substances such as cooking grease, sanitary napkins, diapers, children's toys or other similar objects that may cause a stoppage. Tenant shall notify Landlord of any plumbing leak or slow drainage within 24 hours to avoid additional charges. Landlord shall use all reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.
- XIX. MAINTENANCE, REPAIRS, OR ALTERATIONS.** The Tenant(s) at all times shall, at their own expense unless otherwise stated in this Agreement, maintain the Premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, exception of normal wear and tear. The Tenant(s) may not make any alterations to the Premises without the written consent of the Landlord. The Landlord shall be responsible for structural repairs to defects in the interior and exterior of the Premises. The Landlord shall place fresh batteries in all battery-operated smoke detectors before the Tenant(s) moves into the Premises. After the initial placement of the fresh batteries, it is the responsibility of the Tenant(s) to replace batteries if and when needed. Additionally, Tenant(s) are permitted two free maintenance requests throughout the term of their lease. Following the first two maintenance requests, the Tenant(s) will be charged an additional \$50 fee for each request. Emergency maintenance requests will not be subject to this fee.
- XX. RIGHT OF ENTRY.** The Landlord shall have the right to enter the Premises during normal working hours by providing notice in accordance with the minimum state requirements (24 Hours,) in order to conduct inspections, make necessary repairs, alterations or improvements, supply services as previously agreed, and for any other reasonable purposes. The Landlord may

Tenant's Initials: \_\_\_\_\_

exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice to the Tenant(s). The Landlord shall provide an ***Oklahoma 1-Day Notice To Enter***. Written and signed in advance to the Tenant before entering the premises.

**XXI. ACCESS FOR REPAIRS:** If Tenant does not allow access to the Premises when Landlord or Landlord's hired contractors agree to repair the Premises, Tenant will be assessed a \$100.00 fee due with the following month's rent.

**XXII. CARE OF THE PREMISES -** Tenant agrees to care for the Premises and keep it in a good, neat and sanitary condition. Tenant shall keep garages, decks, porches, and other personal areas clear of trash, rubbish, and other junk, as determined by the Landlord. Trash shall be placed in approved receptacles only and may not be left outside for any amount of time, including on decks or porches. Tenant shall report all building damage, water leaks, or other maintenance issues immediately to Landlord or will be held liable for the costs of repairing any unreported damage. If the need to repair is caused by Tenant or Tenant's family, visiting friends, dependents, guests, licensees or invitees, Landlord may make the necessary repairs and the cost of which will be treated as additional rent to be paid by the Tenant upon notification of the amount. Failure to pay costs of repairs will be treated as additional rent payable by Tenant and due immediately.

Additionally, Tenant hereby agrees as follows:

- Tenant agrees not to affix any structures to the Premises including, but not limited to, antennas, satellite dishes, or signs, without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.
- Tenant agrees not to use a barbeque grill (or any other similar cooking device) inside the Premises or under any covered area (as carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, but can injure or kill individuals with little to no warning).
- Tenant will maintain water heater temperature at no more than 120 Degrees Fahrenheit.
- Tenant agrees to give immediate notice to Landlord of any fire, flood, or other damage to or within the Premises. If the Premises is damaged and the Premises rendered uninhabitable, the rent shall cease until such a time as the Premises has been repaired or Landlord shall have the option of terminating this Lease upon five (5) days' prior written notice.
- Tenant agrees not to store boats, RVs, waterbeds, firearms, equipment, hazardous materials, paints, fuel, chemicals, waste, and non-usable items, including non-operating vehicles, in or around the Premises without prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.
- Vehicles may never be parked in the yard of the Premises. Tenant may not repair vehicles on the Premises, unless in an enclosed garage, if such repairs take longer than one day.

**XXIII. WINDOWS:** Tenant is responsible for the expense of replacing broken glass and repairing damaged screens, windows, window frames, sashes, storm windows and doors regardless of who is at fault. Landlord is not required to supply window screens, door screens, or sliding screen doors.

**XXIV. WINDOW COVERINGS:** Tenant will not use bed sheets or any other coverings over the windows of the Premises other than materials which are solely designed to cover windows, such

Tenant's Initials: \_\_\_\_\_

as blinds, mini blinds, and curtains. If window coverings are provided, and Tenant destroys or damages the coverings, Landlord will, at Tenants financial responsibility, replace them, the cost of which will be treated as additional rent payable by Tenant and due immediately.

**XXV. SMOKING POLICY.** Smoking on the Premises is prohibited on the entire Premises, including any common areas and adjoining properties.

**XXVI. COMPLIANCE WITH LAW.** For the entire duration of the Lease Term, the Tenant(s) agrees to comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the federal, state, county, city, and municipal governments or any of their departments, bureaus, boards, commissions, and officials thereof with respect to the Premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

**XXVII. QUIET ENJOYMENT:** While paying the rental and performing its other covenants and agreements contained in this Lease, Tenant is entitled to quiet enjoyment of the Premises during the duration of the term of this Lease, subject to all the terms and conditions of this Lease. Tenant may not infringe upon the quiet enjoyment right of other tenants through disturbances including but not limited to TVs, stereos, musical instruments, other loud noises, heavy walking, or other disturbing actions. The Tenant(s) agrees to abide by any and all local, county, and state noise ordinances.

**XXVIII. LAWN/POOL CARE:** If a pool is present on the Premises, Tenant (\_\_\_ is / \_\_\_ Is not) responsible for maintaining the condition of the pool. Tenant acknowledges that pools are potentially dangerous (especially to small children). Tenant assumes full responsibility for any injuries to Tenant and any family, visiting friends, dependents, guests, licensees or invitees of Tenant in connection with any pool on the Premises. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from any pool on the Premises. No trampolines, pools, satellite dishes, TV antennas, air conditioners, spas, swing sets, or other similar features shall be added to the Premises by Tenant unless express written permission is given by Landlord, which permission may be granted or withheld in Landlord's sole and absolute discretion.

Tenant (\_\_\_ Is / \_\_\_ Is not) responsible for lawn/yard maintenance and snow removal. If Tenant is responsible for lawn/yard maintenance, such maintenance shall include, without limitation, mowing, watering, edging and pruning of trees, shrubs and bushes, and Tenant shall at all times keep the lawn/yard of the Premises sufficiently watered, well maintained and in good condition. If Tenant is responsible for snow removal, Tenant shall promptly remove snow and ice from the sidewalks and walkways serving the Premises.

**XXIX. WATERBEDS.** The Tenant(s) is not permitted to furnish the Premises with waterbeds.

**XXX. PARKING:** Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises if such repairs take longer than one day, unless in an enclosed garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than one vehicle, per adult living at the home, at the Premises. Tenant has no rights in or to any particular parking spot, and Landlord does not guarantee Tenant a parking spot on the Premises or any property surrounding the Premises. If

Tenant's Initials: \_\_\_\_\_

street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guaranty the availability, quality or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles.

- XXXI. KEYS AND LOCKOUTS:** Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. If Tenant changes the lock without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall bear the financial cost of Landlord's effort to enter by force. If Landlord or contractor is unable to enter the Premises to perform repair or maintenance tasks due to the Tenant's unauthorized lock change, Tenant will be charged \$100.00 for each violation, which will be charged to Tenant as additional rent and due immediately. If such consent to a lock change is given, Tenant will immediately provide Landlord with a key for the use of Landlord or Landlord's agent pursuant to Landlord's right of access to the Premises. Upon vacating the Premises, Tenant shall return all keys to Landlord or Tenant will be charged \$50.00 per unreturned key. If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a \$75.00 lock-out fee.
- XXXII. FLOOD DISCLOSURE.** Per Oklahoma law, if the Premises has been flooded at any time in the last five (5) years, the Landlord is required to disclose such information. To the best of the Landlord's knowledge, the Premises has not been flooded in the last five (5) years.
- XXXIII. LEAD-BASED PAINT.** The Premises was constructed before 1978 and therefore the Lead-Based Paint Disclosure that is attached to this Agreement must be authorized.
- XXXIV. ALTERATIONS:** Tenant agrees not to make any repairs, improvements, or alterations to the Premises unless prior written permission is given by Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any repairs, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws. As used herein "repairs, improvements, or alterations" includes, without limitation, lock changes, painting, replacing fixtures, installing wallpaper, attaching shelves, installing curtains or shades, or other permanent or semi-permanent changes to the Premises.
- XXXV. SMOKE AND CARBON MONOXIDE DETECTORS:** The Premises has been equipped with ( ) hard wired / ( ) battery powered smoke detectors and carbon monoxide detectors. Tenant agrees these detectors are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order.
- XXXVI. MOVE-IN.** Before the Tenant(s) accepts possession as described in *Section XV* of this Agreement, or shortly thereafter if agreed upon, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all Appliances, Fixtures, Furnishings, and any existing damage within the Premises.

All appliances and systems in the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, water heaters, furnaces, etc., will be deemed to be in working

Tenant's Initials: \_\_\_\_\_



condition at the commencement of the Lease term, unless Tenant notifies Landlord, in writing, of any non functioning appliances and/or systems within 24 hours of Tenant's move into the Premises. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and approves of the condition of the Premises, including all systems and appliances in the Premises. Taking possession of the Premises by Tenant is conclusive that the Premises are in good order and satisfactory condition.

**XXXVII. MOVE OUT AND CLEANING INSTRUCTIONS:** If Tenant intends to move out, Tenant must give Landlord 30-days advance written notice, delivered to the Landlord's place of business and must supply a forwarding address to Landlord, or Tenant may forfeit the entire security deposit to Landlord as liquidated damages, in Landlord's sole and absolute discretion. Tenant agrees that Tenant will leave the Premises in the same or better condition than when Tenant moved in (ordinary wear and tear excepted), or may be charged for any repairs or cleaning needed to prepare the Premises for the next tenant. Upon receipt of Tenant's notice to vacate the Premises, Landlord will schedule a move-out inspection of the Premises. Tenant has the right, but not the obligation, to be present for this inspection, which will take place after all of Tenant's belongings have been removed from the Premises.

**XXXVIII. EARLY TERMINATION.** The Tenant(s) may be allowed to cancel this Agreement under the following conditions: The Tenant(s) must provide at least 30 days' notice and shall pay an early termination fee of the remaining months of rent, which does not include any scheduled Rent payments coinciding with the foregoing early termination notice period.

**XXXIX. DEFAULT.** If the Tenant(s) fails to comply with any of the financial, material, or miscellaneous provisions of this Agreement, or any present rules and regulations of the tenancy under this Agreement in general that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute, regulations, ordinances, orders, or any other mandates imposed by federal, state, and local governments, within the timeframe after delivery of a written notice to quit by the Landlord specifying noncompliance with this Agreement and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay Rent upon the Rent Due Date, and the default continues for the timeframe specified in the written notice to quit thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of Rent payable hereunder to be immediately due. The Landlord may exercise any and all rights and remedies available to the Landlord at law or in equity, and the Landlord may terminate this Agreement immediately by exercising the rights and remedies thereof. The Tenant(s) shall be in default if any of the following applies: (a) Tenant(s) does not pay Rent on the Rent Due Date and after the state- or locally-mandated grace period, if any, or if the Tenant(s) fails to pay any other dues owed in accordance with respective local and state laws and this Agreement; (b) Tenant(s), Occupant(s), or any Guest(s) thereof, violate the terms and conditions of this Agreement, or any local ordinances, fire-safety or health codes, or violate any criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises as described in Section XX of this Agreement; (d) Tenant(s) gives incorrect or false information in their rental application, if any; (e) Tenant(s), Occupant(s), or Guest(s) thereof, is

Tenant's Initials: \_\_\_\_\_

arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), Occupant(s), or Guest(s) thereof, while on the Premises; and (g) as otherwise allowed by local, state, and federal law.

**XL.** **SURRENDER OF PREMISES.** The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no persons are living in the Premises within the Landlord's reasonable judgment, or (b) access to the Premises has been turned to Landlord, whichever of (a) or (b) comes first. Upon the expiration of the Lease Term, the Tenant(s) shall surrender the Premises in better or equal condition as it was at the commencement of this Agreement, albeit with reasonable use, wear-and-tear, and damages caused by the natural elements excepted.

**XLI.** **SUBLETTING.** *The Tenant(s) shall NOT have the right to sublet the Premises or any part thereof* without the prior written consent of the Owner. If consent is granted by the Owner, the Tenant(s) will be responsible for all actions and liabilities of the sublessee, including but not limited to any damage to the Premises, nonpayment of Rent, and eviction procedures. In the event of an eviction, the Tenant(s) shall be responsible for all court filing fees, legal representation, and any other fees associated with removing the sublessee. The express written consent from the Owner for one sublet agreement shall not authorize consent for any subsequent sublet agreements, and in such case, the Tenant(s) must seek consent from the Landlord for the subsequent sublet agreement.

**XLII.** **ASSIGNMENT.** The Tenant(s) shall NOT assign or otherwise transfer the residential lease interest described in this Agreement without first obtaining the written consent of the Landlord. Written consent from the Landlord for one assignment shall not authorize consent for any subsequent assignments, and in such case, the Tenant(s) must seek consent from the Landlord for subsequent assignments.

**XLIII.** **ABANDONMENT.** If the Tenant(s) abandons or otherwise vacates the Premises for a period equal to the minimum period set by state law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all personal belongings, including any personal property of the Tenant(s), from the Premises in the manner prescribed by state and local laws.

**XLIV.** **PREMISES DEEMED UNINHABITABLE.** If the Premises is deemed uninhabitable due to damages beyond reasonable repair, the Tenant(s) shall be able to terminate this Agreement by written notice to the Landlord. If said damage was caused by negligence of the Tenant(s), Occupant(s), or their Guest(s), the Tenant(s) shall be liable to the Landlord for all pertinent repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

Tenant's Initials: \_\_\_\_\_

- XLV. PREMISES RELOCATION:** If Tenant desires to relocate to another unit/property owned by Landlord, and Landlord consents to such relation, in its sole and absolute discretion, a relocation fee may be charged to Tenant, plus any cleaning or damage charges attributable to the Premises being vacated. In such event, Tenant's security deposit and credit for any prepaid rent shall transfer to the new unit/property; provided, that Tenant may be required to provide additional security deposit and/or prepaid rent, as determined by Landlord, in connection with such relocation.
- XLVI. SALE OF PROPERTY.** If the Premises is sold, the Tenant(s) is to be notified of the new owner and the new property manager, if any, and their contact details for repairs and maintenance shall be forwarded to the Tenant(s). If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).
- XLVII. OPTION TO PURCHASE.** The Tenant(s) shall NOT have the right to purchase the Premises unless the *Owner and Tenant(s)* agree otherwise, in writing.
- XLVIII. ATTORNEY/COLLECTION FEES:** In the event that legal action must be taken against Tenant to enforce any part of this Lease or applicable laws, Landlord shall be entitled to its recovery costs and reasonable attorneys' fees incurred in connection therewith.
- XLIX. INDEMNIFICATION & LIABILITY:** Landlord shall not be held liable for any acts by, or injury or damage to any persons on or about the Premises. Tenant shall indemnify, defend, and hold Landlord harmless from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises.
- L. INVALID CLAUSES:** Any provision of this Lease that is found unenforceable or invalid shall not affect any other term or provision contained herein and all other provisions of this Lease shall be enforceable and valid as permitted by applicable laws. If such invalid or unenforceable provisions exist, at Landlord's sole discretion, those provisions shall be (a) modified to the extent necessary to comply with such law, or (b) removed from this Lease and will cease to be a part thereof.
- LI. SUBORDINATION:** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Premises.
- LII. DISPUTES.** If a dispute arises during or after the Lease Term between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves in "good faith" before any litigation.
- LIII. RETALIATION.** The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s), including, but not limited to, restricting access to the Premises, decreasing or canceling Utilities and Services, failure to repair Appliances and Fixtures, or any other deliberate acts that could be considered unjustified and retaliatory against the Tenant(s).

Tenant's Initials: \_\_\_\_\_

**LIV. WAIVER.** The Landlord's waiver of a breach of any covenant or duty imposed on the Tenant(s) under this Agreement shall not constitute, or be construed as, a waiver of a breach of any other covenant or duty imposed on the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision, covenant, or clause of this Agreement shall be considered waived unless such a waiver is expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

**LV. EQUAL OPPORTUNITY.** The Landlord shall make reasonable accommodations in rules, policies, practices, and services under this Agreement for Tenant(s) or Occupant(s) with a proven record of a physical or mental "handicap" as defined in 42 U.S.C.A. §§ 3604-3607 ("Handicaps"), provided such accommodations are reasonably within the Landlord's financial and practical means. The Landlord may issue consent to the Tenant(s) to make reasonable modifications to the Premises, at the Tenant(s) expense, to afford the Tenant(s) or any Occupant(s) with Handicaps the full enjoyment of the Premises. Any Handicaps of the Tenant(s) or Occupant(s) should be disclosed and presented to the Landlord, in writing, in order to seek the most appropriate route for providing any accommodations to the Premises. Landlord shall not discriminate against the Tenant(s) with Handicaps during the course of the Lease Term or in the rental application process. Further, the Landlord shall not discriminate against the Tenant(s) during the Lease Term or in the rental application process based on race, color, national origin, religion, sex, familial status, or any other status protected by law.

**LVI. SERVICEMEMBERS CIVIL RELIEF ACT.** In the event the Tenant(s) is currently, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant(s) receives permanent change of station (PCS) orders to depart from the area where the Premises is located, or is relieved from active duty, retires or separates from the military, is ordered into military housing, or receives deployment orders, then in any of these events, the Tenant(s) may terminate this Agreement by giving thirty (30) days' written notice to the Landlord. The Tenant(s) shall also furnish unto the Landlord a copy of the official orders, or a letter signed by the commanding officer of the Tenant(s), reflecting the change that warrants termination of this Agreement under this clause. The Tenant(s) shall pay prorated Rent for any days in which the Tenant(s) occupies the Premises past the beginning of the Lease Term. Further, any Security Deposit shall be returned, deducted, or otherwise retained in accordance with ***Section IX of this Agreement.***

**LVII. NOTICES.** Any notice sent from the Landlord or the Tenant(s) to the other party shall be addressed to the underneath mailing addresses.

**Landlord's Mailing Address and Contact Information:**

- A. Sincere Property Management, ATTN. Thomas Rubin**  
**14209 N. Santa Fe Ave, Unit A, Edmond, Oklahoma, 73013**  
**Phone Number: (405) 215-9535**  
**Email: info@sincerepropertymgmt.com**

**Tenant(s) Mailing Address:**

---

Tenant's Initials: \_\_\_\_\_

---

**Landlord's Agent / Property Manager:** The Landlord authorizes entity described below to act on their behalf in regards to the Premises for any repair, maintenance, or compliant other than a breach of this Agreement:

*The management company, known as Sincere Property Management Company of 14209 N. Santa Fe Ave, Unit A, Edmond, Oklahoma, 73013, must be contacted via phone at (405) 215-9535 or by e-mail at info@sincerepropertymgmt.com.*

**LVIII. HEADINGS:** Section headings or titles in this Lease are for convenience only and shall not be deemed to be part of the Lease.

**LIX. ATTACHMENTS TO THE AGREEMENT:** Tenant hereby acknowledges they have received the following documents, as addendums to this Lease or as required by Local, State, or Federal Law:

- a.) *EPA Lead Paint Advisory Pamphlet*
- b.) *Lead Paint Disclosure*
- c.) *(Other)* \_\_\_\_\_
- d.) *(Other)* \_\_\_\_\_
- e.) *(Other)* \_\_\_\_\_
- (Other)* \_\_\_\_\_

**LX. WAIVER OF JURY TRIAL:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

**LXI. NOTICE OF LANDLORD DEFAULT:** In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice specifying the nature of Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

**LXII. COVENANTS, CONDITIONS AND RESTRICTIONS:** This Lease shall be subject to and Tenant shall comply with all recorded covenants, conditions and restrictions affecting the Premises. Tenant's failure to comply with such covenants, conditions and restrictions shall be a default of this Lease.

**LXIII. IN WITNESS WHEREOF,** Tenant hereby acknowledges they have read this Lease, understand both the Tenant's and Landlord's rights and responsibilities, and agrees to abide by the terms set forth in this Lease and any attached addendums.

Tenant's Initials: \_\_\_\_\_

Tenant \_\_\_\_\_ Date: \_\_\_\_\_

Tenant \_\_\_\_\_ Date: \_\_\_\_\_

Landlord \_\_\_\_\_ Date: \_\_\_\_\_

Landlord \_\_\_\_\_ Date: \_\_\_\_\_

## LEAD-BASED PAINT DISCLOSURE

### *Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Lead Warning Statement*

#### **WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the Lease Term.

#### **Landlord's / Lessor's Disclosure:**

(a) Presence of lead-based paint and/or lead-based paint hazards (**check (i) or (ii) below**):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

(ii) \_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (**check (i) or (ii) below**):

(i) \_\_\_\_\_ Landlord has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### **Tenant(s) / Lessee's Acknowledgment (Initial):**

(c) \_\_\_\_\_ Tenant(s) has received copies of all information listed above.

(d) \_\_\_\_\_ Tenant(s) has received the pamphlet Protect Your Family From Lead in Your Home.

Tenant's Initials: \_\_\_\_\_

(e) \_\_\_\_\_ Tenant(s) has read the Lead Warning Statement above and understands its contents.

**Agent's Acknowledgment (If Any) (Initial):**

(f) \_\_\_\_\_ Each real estate agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and Landlord is aware of their responsibility to ensure compliance.

**Certification of Accuracy:**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Tenant** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Landlord** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Landlord** \_\_\_\_\_ **Date:** \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

## **AUTHORIZATION TO OBTAIN CREDIT REPORT**

I hereby authorize Sincere Property Management and its authorized agents to obtain my credit reports from any consumer or credit reporting agency for lease or rental purposes.

NAME OF TENANT

TENANT SOCIAL SECURITY NUMBER

TENANT SIGNATURE

DATE SIGNED

The Fair Credit Reporting Act, as amended (15 U.S. C. § 1681, et seq.) allows Sincere Property Management to get one or more credit reports on you for lease and/or rental purposes. Should a decision to take any adverse action against you be made, based either in whole or in part on the credit report, you should know that the consumer or credit reporting agency that provided the report has played no role in the decision to take action.

Tenant's Initials: \_\_\_\_\_



## **AMOUNT (\$) DUE AT SIGNING**

**Security Deposit:** \_\_\_\_\_

**First (1st) Month's Rent:** \_\_\_\_\_

**Pet Fee(s):** \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

## AUTHORIZATION FOR AUTOMATED CLEARINGHOUSE (ACH) RECURRING PAYMENT

I, \_\_\_\_\_ [Tenant's Name], authorize regularly scheduled charges to my checking/savings account during the Lease Term of the Agreement. I agree to be charged the amount indicated below for each payment of Rent on the Rent Due Date. I agree that no prior notification or reminder will be provided by the Landlord unless otherwise agreed upon by the date of this authorization, or shortly thereafter.

I, \_\_\_\_\_ [Tenant's Name], authorize \_\_\_\_\_ [Landlord's Name] to charge my bank account in the amount of \$ \_\_\_\_\_ on the First (1st) of each month for Rent, including any other fees as part of the Agreement dated \_\_\_\_\_, 20\_\_\_\_

### Billing Information:

Billing Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Email \_\_\_\_\_

**Bank Details:**  Checking  Savings

Account Name \_\_\_\_\_  
Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Routing Number \_\_\_\_\_

This authorization will remain in effect until I cancel it by notifying the Landlord, in writing, of any changes to my bank account information or my intent to terminate this authorization, providing at least ten (10) days' notice prior to the next billing date as to allow the Landlord reasonable time and opportunity to act on changes. If the Rent Due Date falls on a weekend or holiday, I understand that the payments may be executed on the next available business day. For ACH debits to my checking/savings account, I understand that, because these are electronic transactions, funds may be withdrawn from my account as soon as the Rent Due Date arrives. In the event an ACH transaction is rejected for Non-Sufficient Funds (NSF), I understand that the Landlord may, at their discretion, attempt to process the charge again within thirty (30) days, and I agree that there shall be a fee of \$35 for each attempted and returned NSF, all of which will be initiated as a separate transaction from the authorized recurring payment described herein.

I understand that National Automated Clearinghouse Association Rules and the laws of the United States will apply. I certify that I am an authorized user of the above-stated bank account and will not dispute these scheduled transactions with my bank, provided the transactions correspond to the terms indicated in this authorization form and the Agreement.

**Account Holder's Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_