

LEASE AGREEMENT

This agreement made this _____ day of _____, 20____. By and between Chuck Liebenau or Dee Dee Liebenau (CCD Rentals LLC, herein called 'LANDLORD' and _____, _____, and _____ Herein called 'TENANT (s)'. LANDLORD hereby agrees to rent to TENANT, jointly and severally, the real property located in the city of Stillwater, County of Payne, State of Oklahoma, described as follows: _____ Stillwater, OK. _____ Beginning on the _____ day of _____, 20____ and monthly thereafter until _____ day of _____, 20____. The total cost of this contract is: Months of lease _____ x monthly rental _____ = total sum of contract _____

1. Rent and Deposit

Tenant agrees to pay LANDLORD as base rent the sum of \$_____. Rent is due on the 1st of every month and will be considered late after the 3rd by 5:00 p.m. of every month. If rent is not received by the 3rd a late charge of \$45.00 will be added to your monthly charge. If rent is not received the 10th of every month a late charge of \$65.00 will be added to your monthly charge. After the 15th there will be a charge of \$9.50 per day charge. Late charges will also apply towards any bounced checks.

Tenant agrees to pay a security deposit of \$_____ to be refunded upon vacating the premises, returning the keys and termination of this contract according to other terms herein agreed (**Deposit cannot be used as last month's rent**). This deposit will be held to cover any possible damage to the property. After Tenant has vacated property, LANDLORD will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit will be returned if all items mentioned above are done minus (1 and 2 bed homes **\$175.00 Non-Refundable**) (3 and 4 bedroom houses **\$275.00**). We steam clean carpets, or re-stain/wax floors wood floors, furnish A/C filters, along with changing out locks after each tenant. Any additional charges will be withheld from deposit with a written explanation of deductions within thirty days after the term of the lease has expired, the deposit will be returned; we must have a forwarding address. Tenant further agrees that in no case will they use the security deposit as payment for future rent. After 90 days of contract has expired and tenant has not claimed the return of the deposit, moneys from the deposit will be forfeited and turned over to CCD RENTALS LLC.

2) Payment of Rent

Rent is due on the 1st of every month and is considered late after the 3rd. All late fees will be applied, as stated above, and must be included in your monthly rent. Checks must be written to CCD Rentals, and mailed to CCD Rentals 211 S. Husband, Stillwater OK, 74074.

A bounce check fee of \$40.00 will be charged, and late fees will apply. CCD Rentals may request being paid in cash if Tenant has 1 bad check written for monthly rent.

3) Use of Residence

Tenant agrees to use the premises only as a residence for themselves. Tenant must inform LANDLORD and obtain permission first, 30 days in advance, if there is a change in roommates and/or additional roommates are desired. This must be done 30 days before hand, and it must be written and approved by CCD Rentals. This is not a guarantee one can be added, it can only be approved by CCD Rentals. A \$200.00 charge will be added per roommate every month, it could be more. This will be determined by CCD Rentals. If tenant fails to inform landlord of additional people occupying said rental agreement or change in tenants without permission is in violation of this rental agreement.

4) Pets/Pet boarding fee

Pets may be allowed at **some** locations of CCD Rentals. The agreement must be made BEFORE lease is signed and approved by CCD Rentals before any pets agreed to stay. If this has not been done in this order, the deposit will be on demand at once and the pet will be asked to be removed. There must be a pet deposit paid in advance along with a pet agreement signed. The moneys for the pet deposit are only for boarding cost. Any damages done by the pet will be held out of security deposit.

After the lease has expired, you will be responsible for the spraying of fleas/ticks inside and out of the property by a professional and a receipt must be shown, if one cannot be shown by a professional exterminator then they will be called and the charges will be held out of your security deposit. This is a pet boarding fee only, any damages will be held from your security deposit.

Pet boarding Fee of \$_____ NON-Refundable. (Dog / Cat)

NO PUPPIES, no exceptions. We do not want to be the place where the dog is potty trained.

5) No water beds (No exceptions!)

6) Non-Assignment of Rental Agreement/Sublet

Only the Landlord can approve this unit to be sublet. The tenant will have no right to sublet this unit; the tenant is responsible for the entire lease agreement. If CCD Rentals agrees to allow the sub-let, it must be approved by CCD Rentals in writing, and **"all deposits"** will be forfeited, (NO Exceptions). It is also the tenant's responsibility to place ads, show home or whatever other means they chose to place a new renter at that location. You will need to get a release form from CCD Rentals for the remaining portion of the lease you of any further obligation of the lease. All utilities must remain on until a new tenant has been found, no exceptions.

7) Legal obligations

Tenant hereby acknowledges that they have a legal obligation to pay rent on

INITIALS: _____

time each month regardless of any other debts or responsibilities they may have. Tenant agrees to be fully liable for any back rent owed. Tenant acknowledges that defaulting on this agreement could result in a judgment being filed against them and lien being filed against their current and future assets and / or earnings.

8) Attorneys cost

If court action is sought by either party to enforce the provisions of the rental agreement, attorney's fees and cost may be awarded to the prevailing party in the court action.

9) Cleaning fee

Tenant hereby agrees to accept the property in its present state of cleanliness. Tenant agrees to return the property in the same condition, a walk through will be required and signed by both parties. An amount of \$45.00 (per person) for the first hour, \$40.00 (per person) charge for every hour after that for cleaning if a CCD rentals employee has to come in and clean the unit. (2 hour minimum on any cleaning) All lights must be working, all smoke detectors working, all filters changed. All mini blinds replaced if broken. Unit must be move-in ready.

10) Tenant cooperation in showing property

Tenant agrees to cooperate with Landlord in showing property to prospective tenants prior to termination of occupancy. A ((24-hour notice)) will be given by CCD Rentals. It is very important that unit is picked up and clean during these showing times. The better the place looks, the better chance it will be rented quickly and in return, less showing to bother you with. Notice will be given to you in writing if unit is in need of cleaning. Initials _____

11) Vacating Premises

Tenant agrees to leave **"ALL" utilities** on (electric, water, gas) for **48 hours** after vacating premises so Landlord can fully inspect the unit for any damages or repairs. Tenant agrees to reimburse the Landlord for any fees incurred if tenant has utilities turned off before stated in time period by both parties. All light bulbs must be working, all smoke detectors working, and all trash must be removed prior to move out. Trash, furniture, and large items may not be left at the curb. The city garbage will not collect these items. Tenants will be charged if any trash must be removed inside or out of unit by LANDLORD. Tenant shall notify Landlord (30) days prior to move out to discuss check out procedures and timings. Tenant shall vacate the unit by **12:00 noon** of the last day on the lease agreement. (Example: If your lease ends on the 25th you must have your unit cleaned and all personal items removed on or before 12:00 noon of that day.)

12) Access by Landlord Tenant shall not unreasonably withhold consent to Landlord, Landlord's agent and employees to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling to prospective actual purchasers, mortgagees, tenants, workmen or contractors. Landlord, Landlord's agents, and employees may enter the dwelling unit without the consent of the tenant in the case of emergencies. All other maintenance needs we talk with the tenant on what time and what day works for everyone to remedy the repairs. Some repairs need immediate attention and will need access asap.

13) Rental Insurance (Very Important)

INITIALS: _____

Rental insurance is strongly urged to purchased in case of fires, burglary, bad weather conditions, electrical and gas problems or any other problem that may occur.

14) Abandonment

If Tenant leaves the premises unoccupied for 15 days without paying rent by the first of the month, or while owing any back rent from previous month, Landlord will have the right to take (immediate) possession of the property and bar the Tenant from returning. The Tenant will still be held liable for any remaining balance of the lease.

15) Lock policy

No additional locks will be installed on any door without the written permission of the landlord. Before installation of new locks, landlord will be given duplicate keys for all locks, installed at the Tenants expense. If tenant locks themselves out after hours 8-5 Mon-Friday, after these hours, nights and weekend there will be a charge of \$75 or more to come and unlock, _____

16) Condition of Premises

Tenant hereby acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the landlord within 3 working days of taking possession of the property. Tenant agrees that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

17) Tenants' responsibilities

Good housekeeping is expected of all tenants. Tenants agree to keep quarters clean and in sanitary condition. There will be a walk through when keys are issued at the beginning of the lease and it is expected that CCD Rentals will get the place back in the same condition as it was given or items will be deducted from your deposit. It will be the tenants' responsibility to change central air filters on a monthly or bi monthly bases to keep unit running well along with reducing your monthly utility bills. No grease can be poured down the drain. If the drains are clogged by grease, it will be the tenants' responsibility for the plumbing bill. Women's' sanitary products must be thrown in the trash -vs- down the toilet. This will cause the sewage lines to be clogged and if a plumber has to be called out the unit will be responsible for that bill. CCD Rentals will maintain its own appliances. Yards must be kept up from garbage, no furniture other than outdoor recreational furnishings is allowed outside. Smoke detectors are for your safety. A New battery has been installed when moved in; you must replace batter from that point on along with any inside and outside lights. Smoke detectors must have batteries in them at all times. If a smoke detector is not working the tenant must call CCD Rentals ASAP.

18) Alterations and damage due to neglect. No alterations of this property without prior consent of Landlord. Only small nails allowed hanging pictures, no sticky tape or glue to hang posters. All nail holes must be filled and if walls have been scuffed, repainting may be required by the Tenant. (No painting unless paint color is approved and a swatch is put in folder. A request to paint form must be filled out and a minimum of 1qt left to match.)

19) Parking and vehicle policy

Tenant agrees to park their automobiles on the rocked or paved areas provided. Tenant agrees to ask their guests to park in the street so they do not take up other tenant's parking space. Junk cars, cars on blocks, nonfunctional

vehicles or unlicensed automobiles are not permitted on the property.
Removal of non-functional vehicles will be at the tenant's expense. Vehicles will be towed if parked on the grass.

20) Utilities

Tenant shall be responsible for payment of utilities, garbage, water and sewer charges, telephone, gas or other bills incurred during their tenancy, if it deemed their responsibility. During cold seasons, heat must remain on (option turn heat down some when leaving on vacation), leave faucets dripping with water and cabinets opened. All utilities must be on during the lease, no exceptions.

21) Pest-control_policy

Landlord will provide bug free premises to tenant for 30 days. Landlord will provide periodic pest control services on a need basis. Tenants are responsible for any ongoing pest control services, if tenant desires such services. Tenant shall notify Landlord immediately of cockroaches or termites.

22) Yard and Ground

Tenant agrees to be responsible for maintaining any landscaping, such as flowers. Yards must be kept mowed and trimmed, cleaned up of trash. Please help keep your community looking nice.

CCD Rentals will take care of the yard at this location? _____

Tenant may be charged for mowing and trimming of yard, they will be notified and a 5 Day grace period will be given or the expense to have it done will be the tenants.

23) Tenant legal binding right to sign

Tenants hereby agree they have the legal rights to sign for any and all other roommates and to commit them to abide this conduct. It is understood that all roommates have agreed to take part in this contract.

24) Breach of rental Agreement

If, after making reasonable efforts to make the dwelling unit available for rental after abandonment, landlord fails to pre-rent the premises for a fair rental during the term, the tenants shall be held liable for the entire rent or the difference, in rental, whichever may be appropriate, for the remainder of the term. If Rental Agreement is terminated by Landlord due to tenant non-compliance to the terms of this lease, Tenant shall be liable for the entire rent during the term of the tenant's lease.

25) Lease extension

A letter will be sent out in mid-November, and a return lease extension must be signed and approved by CCD Rentals no later than December 1 of every year to reserve unit for another years lease. CCD Rentals reserves the right not to renew any lease. Initials _____

26) Noise

Be considerate of your neighbors. If there is a noise problem, the Stillwater police department will be best to handle these kinds of situations. There is a very hefty fine by Stillwater if they are called out more than once. If after the 3rd police call, you may be asked to be removed from premises and you will still be responsible for term of lease.

27) Personal Property belonging to Landlord:

Refrigerator oven microwave dishwasher washer dryer

window a/c units
Furniture:

28) Security and safety

It is strongly encouraged to keep outside lights on in the p.m., for your safety. During holidays when people leave for town, leave some light on along with outside lights to make it look like someone is home.

29) A/C -heater Filter

When moving in, all a/c and heating filter have been changed out. It is your responsibility to change those out as needed to keep the unit running properly along with cleaner air. This is very important, saves you money to keep them clean. If it is found that not changing filter causes fault in unit to not function properly you will be charged accordingly. CCD Rentals also furnish filters (for the entire year) , so there should be not excuse to replace these every 2 months to keep the unit running at its optimal peak.

30) Plumbing problems

Within 30 days of moving in and there are no stoppages of drains it is the tenant's responsibility to properly maintain cleans draining lines. You can do this by pouring a cup of bleach down drain lines once a month, along with not allowing large and greasy items to go down the lines. If plumber has to be called out and they find out it is grease, items that have been put in the lines, hair, condoms, or feminine products; tenant will incur the bill.

31) NO PARTYS

This will be strongly enforced. There is a \$150.00 fine if police are called out that the tenant will be responsible for. Think of your neighbors.

32) Check In

It is suggested to have all tenants present do the walk through with landlord. In some cases this may not be possible, so the person or persons getting the keys and doing the walk through will look at the unit and mark down any defects or problem areas. By doing so, they are doing this for all parties (tenants) of the lease. At move in the first month's rent will be due when keys are being issued.

33) Painting:

Painting will only be allowed when colors have been approved by CCD Rentals first. A form must be filled out with the color swatch and 1 qt. minimum must be left for future matching. If this is not followed in this order the tenants will incur the cost to have unit repainted back to its original color.

34) No Smoking

Since it has been determined that smoking and second hand smoking is harmful to your health and others, we ask that you and anyone else do not smoke in the unit. If you choose to smoke, please do so outside of unit and dispose of all cigarette butts into a proper trash container. If the unit does smell of smoke you will be charged the cost of cleaning and repainting of the unit.

35) Lead base paint

Owner has no knowledge or reports on lead base paint at this location.

36) Co-signer lease extension

If current tenant re-signs for another year or (years) as a co-signer on this lease you will extend to the lease extension also, and all rules will apply in this original leaseform. The tenant will sign a lease extension paper for another year.

Oklahoma Residential Landlord and Tenant Act:

Any provision set forth in this Rental Agreement which is contrary to the Oklahoma Residential Landlord and Tenant act shall be treated by landlord and tenant as Void, but all other provisions of the Rental Agreement shall remain in full force and effect.

- 1) All utility's must be turned on in your name by the time the check in is done and keys are turned over.
- 2) All rent, pro-rated rent, and pet boarding fee is due at check-in. No Exceptions
Keys will not be issued!
- 3) Parking is limited at some locations, so friends and family must find other means of Parking versus using up parking slots for our current tenants.
- 4) Under no circumstances will any other pets be allowed at this location. If you have paid and signed all paperwork for a pet this said pet is the only one that can stay at this location. No other pets will be allowed for pet sitting or for any other reason. If a pet is found at this location without paperwork being done, a \$295.00 charge will be charged and the pet will need to be removed.
- 5) If you choose to put up a satellite it must be approved by CCD Rentals and it must be done in writing. Absolutely for no reason will a satellite dish be allowed to be put on a roof!
- 6) No tenant can (SELL) parking spaces on game days on our properties.
- 7) No non running vehicles are permitted on premises, no boats, jet skis, or RV/campers.

I agree with all items stated in the lease above and I agree to abide by all rules and regulations:

Signatures:

(Print)

1. _____ / _____

Cosigner: _____ / _____

2. _____ / _____

Cosigner: _____ / _____

3. _____ / _____

Cosigner: _____ / _____

4. _____ / _____

Cosigner: _____ / _____

Managers Name: _____ Date: _____

#1) Cosigner Information:

Work Place: _____ No. of years: _____

Work Phone: _____ Cell phone: _____

INITIALS: _____

Home Address, City, State: _____

#2) Cosigner Information:

Work Place: _____ No. of years: _____

Work Phone: _____ Cell phone: _____

Home Address, City, State: _____

#3) Cosigner Information:

Work Place: _____ No. of years: _____

Work Phone: _____ Cell phone: _____

Home Address, City, State: _____

#4) Cosigner Information:

Work Place: _____ No. of years: _____

Work Phone: _____ Cell phone: _____

Home Address, City, State: _____