# RESIDENTIAL LEASE

Apartment - Condominium - House

**BY THIS AGREEMENT** made and entered into between

herein referred to as Lessor, and , herein referred to as Lessee, Lessor leases to Lessee the premises situated at , in the City of , County of , State of Oklahoma , zip code , together with all appurtenances, for a term of one year to commence on , 20\_\_\_, and to end on , 20\_\_\_\_.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of $ per month in advance on the day of each calendar month beginning , 20\_\_\_ , at , City of Tulsa , State of

Okla , Zip Code , or at such other place as Lessor may designate.

**2. Security Deposit.** On execution of this lease, Lessee deposits with Lessor $\_\_\_\_\_\_\_\_\_\_, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest on the full and faithful performance by him of the provisions hereof.

**3. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

**4. Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of the lease.

**5. Number of Occupants.**  Lessee agrees that the demised premises shall be occupied by no more than

persons, consisting of adults and children under the age of eighteen (18) years, without the written consent of Lessor.

**6. Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable condition.

**7. Assignment and Subletting**. Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof.

**8. Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

**9. Damage to Premises.** If the demised premises, or any part thereof shall be partially damaged by fire or other casualty not due to Lessee’s negligence or willful act or that of his family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged by Lessee’s negligence or willful act or that of his family, agent, visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be pro-rated up the time of the damage.

**10. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**11. Utilities and Appliances.** Lessee shall be responsible for arranging for, maintaining and paying the

following utilities\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Lessee shall be responsible for providing and maintaining the following appliances: .

Lessor shall be responsible for arranging for maintaining, and paying the following utilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.Lessor shall be responsible for providing and maintaining the following appliances: .

**12. Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and at his sole expense, shall make all required repairs to the plumbing, range heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee’s misuse, waste, or neglect ore that of his family, agent, or visitor. Major maintenance and repair of the lease premises, not due to Lessee’s misuse, waste, or neglect or that of his family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

**13. Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

**14. Lessor’s Right to Entry.** Lessee shall not unreasonably withhold consent to the Lessor, his agents and employees, to enter into the demised premises in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the demised premises to prospective or actual purchasers, mortgagee, tenants, workmen or contractors. Lessor, his agents and employees may enter the demised premises without consent of the Lessee in case of emergency. Except in case of emergency or unless it is impracticable to do so, the Lessor shall give the Lessee at least on (1) day’s notice of his intent to enter and may enter only at reasonable times.

**15. Subordination of Lease.** This lease and Lessee’s leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premised by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrance.

**16. Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent to Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof, but shall be terminated on 30 days written notice served by either Lessor or Lessee on the other party.

**17. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**18. Lessor Termination of Tenancy.** During the term of the lease, the Lessor may terminate the tenancy on the following grounds: (1) Serious or repeated violation of the terms and conditions of the lease; (2) Violation of federal, State, or local law that imposes obligations on the Lessee in connection with the occupancy or use of the premises; or (3) Other good cause. During the first year of the lease term, Lessor may not terminate the tenancy for “other good cause”, unless the Lessor is terminating the tenancy because of something the family did or failed to do. Lessor will give the Lessee a written notice that specifies the grounds for termination of tenancy. The notice of grounds will be given at or before commencement of the eviction action.

**19. Criminal Activity.** Any of the following types of criminal activity by the Lessee, any member of the household, a guest or another person under the Lessee’s control shall be cause for termination of tenancy: (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; (2) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residence by persons residing in the immediate vicinity of the premises; or (3) Any drug-related criminal activity on or near the premises.

**20. Abandonment.** If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor, may at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such relating, and at Lessor’s option, hold Lessee liable for any difference between the rent that would have payable under this lease during the balance of the unexpired term, is this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor’s right of re-entry is exercised following abandonment of the premises by Lessee, then to Lessor may consider any personal property belonging to Lessee and left of the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in accordance with the Oklahoma Residential Landlord/Tenant Act.

**21. Bind Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**22. Other Terms.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IN WITNESS WHEREOF,** the parties have executed this lease the day and year first above written.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessor Lessee

**NOTICE:** State law established rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person