

**Express Property Management
239 N. Broadway
P.O. Box 1254
Edmond, OK 73083-1254
(405) 844-6101**

RESIDENTIAL LEASE

THIS AGREEMENT is entered into this ___ day of _____, 2009, by and between _____, c/o Express Property Management and/or assigns, hereafter and/or assigns, hereafter called Lessor, _____ *and* _____, jointly and severally, hereafter called Lessees.

WITNESS:

That for and in consideration of the payment of the rents and performance of the covenants contained on the part of the Lessees, the Lessor does hereby demise and let unto the Lessees, and the Lessees hire from the Lessor for use as a residence only, those certain premises located at _____, _____, *OK* _____ for a lease period, commencing on the _____, day of _____, 2009, and ending on the last day of _____, _____, at a monthly rental payable as follows:

First month's rent is \$ _____ payable on the beginning date of the lease period. The 2nd month's rent is \$ _____ payable on the ___ day of _____. Each of the following month's rent is \$ _____ payable in advance by 5:00 PM CST on the first day of each and every month. No personal check received by the Lessor in payment of rent shall be deposited before it is due. The total of all monthly rent payments (exclusive of any other charges under paragraphs four (4) through seven (7), if any) for the entire lease period equals \$ _____.

In addition Security deposit of \$ _____ is due upon execution of this agreement for the period from its execution to the beginning of the lease and Non- Refundable pet fee of \$ _____ is due upon execution of this agreement for the period from its execution to the beginning of the lease.

IT IS FURTHER AGREED between the parties as follows:

Lessor

Lessees (Initials)

1. TERM OF LEASE

The term of this lease is defined in the first Witness paragraph above. 30 days prior to the expiration of the lease, Lessee must notify the office as to your intentions regarding the lease expiration. The Lessor reserves the right to show 30 days prior to the lease expiration. In the event the Lessees shall hold over after the expiration of the term of this lease, such holding over shall be considered a tenancy from month to month and for no longer term at the rental rate in effect in the final month of the lease period. All other provisions of this lease shall continue without change. Any notice to quit said month-to-month tenancy on the part of either party must be by thirty (30) days written notice.

2. USE

Said premises shall be occupied by no more than _____ Lessees agree to pay \$75.00 each month for each additional person occupying said premises in any capacity except as a guest. A guest staying more than a cumulative total of two weeks during the lease period will be considered a person occupying said property. If the Lessees fail to inform the Lessor of any additional people occupying the property, the \$75.00 per person per month fee will be assessed retroactive to the date commencing this lease agreement.

3. NON-ASSIGNMENT OF LEASE AGREEMENT

The Lessees agree not to assign this agreement, not to sub-let any part of the property, nor to allow any other person to live therein other than those named in this agreement without first securing permission from the Lessor and paying the appropriate surcharge. Further, that covenants contained in this lease agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

4. PAYMENT OF RENT

Rent shall be made payable to the Express Property Rent and delivered to the Lessor at 239 N. Broadway Edmond, OK 73034 or sent by mail at the Lessees risk to P.O Box 1254 Edmond, OK 73083. Any rents lost in the mail will be treated as if unpaid until received by the Lessor. A change may be made in the designated payee or the place of payment at any time at the sole discretion of the Lessor and will be effective upon delivery of written notice thereof to the Lessee or to said premises by registered mail.

5. RENTAL COLLECTION CHARGES

The Lessees hereby acknowledge that late payment will cause the Lessor to incur costs not contemplated by this agreement, the exact amount of which will be extremely difficult to ascertain. **If the total rent is not received on or before 5:00 PM CST the FIFTH (5th) day of each and every month, regardless of cause, an additional late fee of \$50.00 shall be immediately due and payable.** The monthly rent payments may be paid by check until the first time a check is returned for non sufficient funds. **PAYMENTS MADE SUBSEQUENT TO A RETURNED CHECK MUST BE MADE IN A CASHIER'S CHECK OR MONEY ORDER.** An additional returned check fee of (\$25.00) shall be immediately due and payable in addition to applicable late fees.

6. KEY FEES/ GARAGE DOOR OPENER(S)

The Lessor shall provide two (2) keys and _____ garage door opener(s) to the Lessees. The Lessees shall not cause or permit the duplication of these keys without the prior written consent of the Lessor. Said keys and or garage door opener(s) shall be returned to the Lessor upon the termination of this agreement and/or the Lessees vacation of the premises. There shall be a twenty-five dollar (\$25.00) charge for each key and \$40.00 for each garage door opener that is not returned by reason of this paragraph.

After reading this page, please initial _____, _____

7. SECURITY DEPOSIT

The Lessees herein deposit upon execution of this agreement with the Lessor the sum of \$ _____, which will be held by the Lessor as a partial security/damage deposit. Lessee agrees to allow owner or property management to place security deposits in an interest bearing account to accrue for the benefit of owner or management for the interim of the lease.

Damage includes harm to any property by reason of this tenancy. Said deposit is refundable if the Lessees make all required payments contained in this agreement and performs all of the covenants on the part of the Lessees, provided said premises are left in the same state of cleanliness as existed when first occupied by the Lessees and undamaged. **Under no circumstances will any of said deposit be applied as any rent due under this lease agreement.** The Lessor will hold said deposit intact until at least fifteen (15) working days after the Lessees have vacated the property. During that time the Lessor will inspect the premises thoroughly and assess any damages and/or needed repairs. Said deposit, **minus any necessary charges for repairs, cleaning, etc.,** will then be returned to the Lessees with a written explanation of deductions (if any), within thirty working days after the property has been surrendered to the possession of the Lessor.

8. CLEANING FEE

The Lessees hereby agree to accept the property in its present state of cleanliness. The Lessees also agree to return the property in the same condition or pay a \$150.00 cleaning fee if the Lessor has the property professionally cleaned.

9A.LEGAL OBLIGATIONS

The Lessees hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for all payments contained in this agreement. If part (whether one or more) of the total number of Lessees to this agreement move before the expiration of this lease, their moving shall not diminish the liability for payment of rents of either those who move or those who have remained, unless a written release is obtained from the Lessor. The Lessees also acknowledge that defaulting on this lease agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings. The Lessees shall not violate any City or County ordinance or State or Federal law in or about the premises.

9B.SUBORDINATION

This lease and Lessee's leasehold interest are and will be subject, subordinate and inferior to (i) any lien or encumbrance now or later placed on the Property by the Lessor; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

9C.COMMUNITY COMMON AREAS

Lessee agrees and acknowledges that the community in which the property is located may contain a community swimming pool and/or community playground and other related amenities, if any, and Lessee expressly agrees that Lessee's use and the use by Lessee's guests, family, occupants, or invitees is at their own risk and Lessee agrees to indemnify and hold Lessor and Lessor's agents, representatives, property management company, heirs, successors and assigns harmless from any and all claims, suits, damages, injuries or losses to the person or property arising or resulting from Lessee's use of the community swimming pool and/or community playground and other related amenities as well as any use by Lessee's guests, family, occupants or invitees of such amenities.

After reading this, please initial _____, _____

10. ATTORNEY'S COST

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

11A.CONDITION OF PREMISES

The Lessees hereby acknowledge that the said property is in good condition. **If there is anything about the condition of the property that is not in good repair, the Lessees will report the problem, in writing, to Lessor within three (3) days of taking possession of the property.** The Lessees agree 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. If the dwelling becomes totally untenable through damage or destruction by some casualty not caused by the Lessees or by their negligence, this lease shall be void and the Lessees shall be liable to pay rent on a prorated daily basis to the date of said casualty; if partially untenable, the Lessor shall repair the same with all convenient speed and the obligation of the Lessees to pay monthly rental shall continue in full force provided such repairs shall be completed within Ninety (90) days of written notice to the Lessor of the casualty.

11B.LESSEE RESPONSIBILITY

The Lessees shall keep and maintain the premises, equipment and fixtures in a clean and sanitary condition at all times. This would include but not be limited to the following, replacing filters, batteries in smoke alarms, light bulbs, Any damage to the above stated facilities, caused by the Lessees or by their negligence, will be repaired by the Lessees in a workmanlike manner, at the Lessee's expense. They also acknowledge that they shall be responsible for and shall pay for any damage done by but not limited to rain, wind, hail, tornadoes, etc., if this damage is caused by the Lessees, their guests or by either of their negligence including but not limited to leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken locks on doors and windows, etc., or any damage caused while Lessees have possession of the property. **Lessee must contact Express Property Management for all maintenance and repairs. Maintenance/repairs ordered by the Lessee, without contacting Express Property Management, will be paid for by the Lessee unless prior consent is given by Lessor.** Ceiling fans, refrigerators, washers, dryers, trash compactors, microwaves, water softeners, and storm doors remaining in the property are there for Tenant's use. Should they break or malfunction, the lesser reserves the option of not repairing or replacing. Should lessee decide to repair, he may do so; however, the cost of repairing cannot be deducted from the rent or passed on to the owner. Said damage does not include normal wear or damage caused by the elements that is beyond the control of the Lessees.

12A.END OF LEASE PERIOD

Upon termination of the lease period, the Lessees shall surrender the premises to the Lessor in as good condition as when received, normal wear excepted. If there arises a dispute as to what constitutes the exception of normal wear or damage caused by the elements that are beyond the control of the Lessees, then a three-person panel shall decide whether the subject damage will be excluded by these exceptions. The panel shall consist of one natural person chosen by the Lessees and one natural person chosen by the Lessors. The third natural person is chosen by the first two panel members. All costs of this process shall be shared by Lessor and Lessees

After reading this, please initial _____, _____

12 B.MAINTENANCE --- TENANT RESPONSIBILITIES

Lessee acknowledges that they will check that all items and appliances are in working order upon taking possession of the property and agrees to maintain them in such condition during the term of this lease. Lessee further agrees and understands the items and appliances must be in good working condition up on vacating the property or the cost to repair will be deducted from their deposit. If by chance the items and appliances are not in good working order upon possession, Lessee has twenty four (24) hours to notify Express Property Management

- _____ 1) mini blind, leveleurs, verticals
- _____ 2) dripping, leaking faucets and shower heads
- _____ 3) running toilets
- _____ 4) trash disposed of...
- _____ 5) yard clean and cared for , mowed, trimmed, etc.
- _____ 6) stopped up drains, sewer lines and dryer vents
- _____ 7) proper working light bulbs
- _____ 8) secure toilet seats, toilet paper holders, towel racks
- _____ 9) should pipes freeze from Lessee’s failure to take proper precautions, the cost to repair and any damages resulting from the freeze will be their responsibility, for example: damaged sill cocks, from failure to remove water hose.

Should any of the above items be damaged but in good working condition, be sure to note damage on the inspection report. For example: blinds bent but still working, toilet seats scratched but usable.

12 C. EXTERMINATING

After the first five (5) days of occupancy, all exterminating will be the responsibility of Lessee.

12 D.UTILITIES AND TAXES

The Lessees shall pay for all electric service supplied to said premises, and other utility service desired, that does not alter or damage the said property. The Lessees specifically authorize the Lessor to deduct amounts of unpaid bills from their deposits in the event they remain unpaid after termination of this agreement. Lessees shall be responsible for arranging and paying for all utility services used in or on the leased premises including, but not limited to, electricity, gas, water, trash collection, telephone, internet and cable. Lessee shall arrange such service in Lessee’s name only and shall make payment for these utilities directly to the utility companies.

13. ROOF AND TERMITE ALERT

The Lessees agree to notify the Lessor or his agent immediately if the roof leaks, water spots appear on the ceiling or at the first sign of termite activity.

14. GROUNDS MAINTENANCE

The Lessees agree to properly cultivate, care for, maintain, now and adequately water the lawn, shrubbery, trees, bushes, flowers, grounds, front, sides and back yards and overall landscaping located on the property. Lessee must comply with any owners’ association rules or restrictive covenants affecting the Property. Lessee will reimburse Lessor for any fines or other charges assessed against Lessor for violations by Lessee of any owners’ association rules or restrictive covenant.

After reading this, please initial _____, _____

15. PHONE

The Lessees agree to have a phone in the premises at all times after taking possession of the property. The Lessor will be provided with new number(s) if Tenant changes the previous number.

16. ACCESS TO PREMISES

Upon not less than twenty-four (24) hours advance notice, the Lessees shall make the premises available during normal business hours to the Lessor or his authorized agent or representative, for the purpose of entering to (a) make necessary agreed repairs, decorations, alterations or improvements or to supply necessary or agreed services, and (b) to show the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. In an emergency, the Lessor, his agent or authorized representative may enter the premises at any time without securing prior permission from the Lessees for the purposes of making corrections or repairs to alleviate such emergency. This includes but is not limited to entry for the purpose of enforcing this agreement.

17. LOCK POLICY

No additional locks will be installed on any door without the written permission of the Lessor. If said permission is so given, the Lessor will be given duplicate keys for all locks so installed at the Lessees' expense before they are installed. Said keys shall become subject to the provisions of Paragraph 7 KEY FEES. Said locks are considered fixtures of the property, shall become the properties of the Lessor and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the lease term stated herein.

18. ALTERATIONS

The Lessees shall make no alterations, decorations, additions, added fixtures, or improvements in or to the premises without the Lessor's prior written consent, and then only by contractors or mechanics approved by the Lessor. All alterations, additions or improvements upon the premises, made by either party, shall become the property of the Lessor and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the lease term stated herein. Decorations include but are not limited to painting, wallpapering, hanging of ceiling fixtures/fans or posters. The Lessees specifically agree that no staples, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. However, a reasonable number of picture hanger hooks are permissible.

19. VEHICLE POLICY

The Lessees agree never to park or store a motor home, camper trailer or any sort of recreational vehicle on or about the premises and to park your automobile(s), _____ license number _____ only on the pave areas provided. Junk cars, cars on blocks, non-running or unlicensed vehicles are not permitted on the property. Removal, after written notice, will be at the expense of the Lessees. The Lessees agree that any vehicle parked on unpaved areas may be towed and stored at the Lessee' s expense.

After reading this, please initial _____, _____

20. LESSEE INSURANCE

No rights of storage are given by this agreement. The Lessor will not be liable for any loss of the Lessees' (or guests') property. The Lessees hereby acknowledge this and agree to make no such claims for any losses or damages against the Lessor, his agents, or employees. They also agree to hold the Lessor harmless from any such claims by their guests. The Lessees agree to purchase, if they so wish, insurance at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections, etc. They acknowledge that, if they fail to procure any of these types of insurance, it is their responsibility and they alone shall bear the consequences. They also agree to purchase, if they so wish, insurance, at their own expense, sufficient to protect themselves for liability from property damage to the premises or to adjacent property, which was caused by the Lessees or by equipment or property belonging to the Lessees whether the cause was related to the Lessees' negligence or not. Lessee assumes total responsibility for all damages caused by him, his family, friends, guests, or pets. Should any damage to the property result in a claim to the Lessor's insurance, the tenant will be responsible for and agree to pay owners insurance deductible.

21. PETS

The Lessees shall not keep or permit to be kept on said premises any dogs, cats, reptiles, parrots, or other birds, animals, fish, or insects without prior written consent of the Lessor. **LESSEE MUST COMPLETE THE ATTACHED PET ADDENDUM.**

22. WATERBED, ETC.

The Lessees shall not keep any waterbeds or liquid-filled furniture in or about the premises without the Lessor's prior written consent.

23. PEST CONTROL POLICY

The Lessees are responsible for any ongoing pest control service, if the Lessees desire such a service. The Lessor is not responsible for any damage done to the Lessees' person, or property by such pests, or to the person or property of the Lessees' family or any other persons on these premises.

24. NON-LIABILITY

The Lessees hereby state, that in connection with any persons that the Lessees either invite or permit on the property that they will be legally responsible for any mishap that happens to or because of that person's presence. Also the Lessor will be held free from harm and liability along with his agents, representatives and/or employees.

25. REMOVAL OF LESSOR'S PROPERTY

If any one removes any property belonging to the Lessor, without the express written consent of the Lessor, this will constitute abandonment and surrender of the premises by the Lessees and termination by them of this lease agreement. The Lessor may also take further legal action.

26. ABANDONMENT

If the Lessees leave the premises unoccupied for 15 days, without paying rent in advance for that month, or while owing back rent from previous months, which has remained unpaid, then the Lessor and/or his representatives have the right to take immediate possession of the property and to bar the Lessee from returning. The Lessor will also have the right to remove any property that the occupants or guests have left behind and dispose of the same as best fits the convenience of the Lessor with no liability accruing on the part of the Lessor, his agents, representatives or employees.

After reading this, please initial _____, _____

27. VALIDITY OF LEASE PROVISIONS

Nothing in this agreement shall be construed as waiving any of the Lessor's or Lessees' rights under the laws of the State of Oklahoma. Any provision set forth in this lease agreement which is contrary to the Oklahoma Tenant Landlord Act shall be treated by both the Lessor and the Lessees as void and as if it were not set forth herein. However, all other provisions of this lease agreement shall remain in full force and effect.

28. WAIVER

All rights given to the Lessor by this agreement shall be cumulative in addition to any laws, which exist or might come into being. Any exercise or rights by the Lessor or failure to exercise any rights shall not act as a waiver of those or any other rights. No statements or promises by the Lessor his agents, representatives or employees, as to tenancy, repairs, amount of rent to be paid or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

29. LEGAL BINDING

The Lessees hereby state that they have the legal right to sign for any and all other residents and to commit them to abide by this contract.

30. TERMS

In this agreement the singular number where used will include the plural; the masculine gender will include the feminine; the term owner will include landlord and lessor; the terms rents or rent payments will include all payments due under the terms of this lease; and the term resident will include tenant and lessee.

31. FULL DISCLOSURE

The Lessees signing this lease contract hereby state that all their questions about this lease agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein.

They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of actions in violation of this agreement. Signatures by the Lessees on this lease agreement are acknowledgments that they have received a signed copy of the lease agreement.

After reading this, please initial _____, _____

32.NOTICE REQUIREMENTS: The following person is authorized by the owner of this property to act as his agent for the acceptance and receipt of any notices or service of process required by the terms of this lease or under Oklahoma law Title 41 O.S.A. Section 116.

The covenants herein shall extend to and be binding upon the heirs executors, and Administrators of the parties hereto.

Witness our hands and seals the day and date first above written.

Express Property Management
Service Agent
239 N. Broadway
P.O. Box 1254 Edmond, OK 73083-1254

We have read the above and acknowledge receipt of a copy of this Agreement. We have received Two (2) keys.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written, at Edmond, Oklahoma.

RESIDENT OR RESIDENTS OWNER OR OWNER’S REPRESENTATIVE

Express Property Management Memorandum of Agreement

1. **Upon agreement, Lessee's Security Deposit check will be deposited This effectively removes the house from the market. This deposit is nonrefundable if you do not carry out the lease agreement at any time.**

2. **All utilities will be terminated by Lessor at time of move-in. The Tenant shall arrange for utility services.**

3. **House is accepted in its present condition. Tenant shall submit in writing any repairs/damages not known by the Lessor.**

4. **30 days prior to end of lease, you must notify Management of your intentions to renew your lease or vacate the Property.**

5. **Express Property Management has the right to show the Property 30 days prior to end of lease.**

Lessee _____ Date _____
Lessee _____ Date _____

EXPRESS REALTY, Inc.
PET AGREEMENT

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY
AT _____

A. PET AUTHORIZATION AND PET DESCRIPTION:

1. Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent or insect.

2. Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

Type _____ Breed _____ Name _____
Color _____ Weight _____ Age _____ Gender _____
Neutered ___ Yes ___ No Declawed ___ Yes ___ No Rabies shots current ___ Yes ___ No

Type _____ Breed _____ Name _____
Color _____ Weight _____ Age _____ Gender _____
Neutered ___ Yes ___ No Declawed ___ Yes ___ No Rabies shots current ___ Yes ___ No

B. CONSIDERATION: In consideration for the Landlord's authorization for Tenant to keep the pet(s), described in Paragraph A on the Property, the parties agree to the following: (Check any one or any combination of the following.)

- 1. The monthly rent in the lease is increased to \$ _____.
- 2. Tenant will, upon execution of this agreement, pay Landlord \$ _____ as a one-time non-refundable payment.

C. PET RULES: Tenant MUST:

1. Take all reasonable action to insure any pet does not violate the rights of other persons.
2. Comply with all applicable statutes, ordinances, restrictions, owners' association rules and other enforceable regulations regarding any pet.
3. Keep the rabies shots of any pet current.
4. Confine any pet other than a dog or cat in appropriate cages at all times.
5. Confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control.
6. Promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards and decks.
7. Promptly remove from the Property any offspring of any pet.

D. ACCESS: Tenant must remove or confine any pet at any time that the pet is likely to limit or prohibit Landlord or other person's access to Property as permitted by the lease.

Initialed by Tenant _____ and Landlord _____

PET AGREEMENT CONCERNING: _____

E. DISCLOSURE CONCERNING PETS:

1. Is Tenant aware of whether any of the pets described under this addendum has ever bitten or injured another person? _____ Yes _____ No

If yes explain: _____

2. Is Tenant aware of whether any of the pets described under this addendum has any propensity or predisposition to bite or injure someone? _____ Yes _____ No

If yes, explain: _____

F. TENANT'S LIABILITY:

1. Tenant is responsible and liable for:

- a. Any damages to the Property or any item in the Property caused by any pet.
- b. Any personal injuries to any person caused by any pet.
- c. Any damage to any person's property caused by any pet.

2. Tenant will pay all reasonable costs that are necessary to clean, deodorize, spray for pests or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences or landscaping.

G. INDEMNIFICATION: TENANT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD LANDLORD, LANDLORD'S PROPERTY MANAGER AND LANDLORD'S AGENTS HARMLESS FROM ANY DAMAGES, COSTS, ATTORNEY'S FEES AND EXPENSES THAT ARE CAUSED BY THE ACT OF ANY PET OR TENANT.

H. DEFAULT: If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

I. SPECIAL PROVISIONS:

Landlord Date

Landlord Date

Or signed for Landlord under written property management Agreement or power of attorney:

By _____
Printed Name: _____
Firm Name: _____

Tenant Date

Tenant Date

Tenant Date

Tenant Date