

APARTMENT RENTAL CONTRACT
Oklahoma Investment Group, 1149 E. Brooks, Norman, OK 73071
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Regulations, Rights, Obligations and Remedies not covered under this contract are governed by the Oklahoma Residential Landlord and Tenant Act, Sections 101 *et seq* of Title 41 of the Oklahoma Statutes. Any provision under this contract shall be binding without regard to such statute if it does not conflict with the same. THIS IS A LEGALLY BINDING CONTRACT. READ EACH PARAGRAPH CAREFULLY.

This rental contract between _____ Apartments, (hereinafter referred to as "Landlord") and

_____, (hereinafter referred to as "Tenant(s)") is made by Landlord and is accepted by Tenant upon the following conditions, and it is agreed that each of the terms hereinafter specified shall be conditions as well as covenants. The breach, default, failure, or violation of any one or more of shall, without limitation of his other rights, entitle Landlord to terminate this lease, to re-enter the leased Premises, and take possession forthwith.

TERM AND MONTHLY RENT RATES

	<u>Rate 1</u>	<u>Start</u>	<u>Stop</u>	<u>Rate 2</u>	<u>Start</u>	<u>Stop</u>
Original	_____	_____	_____	_____	_____	_____
Renewal 1	_____	_____	_____	_____	_____	_____
Renewal 2	_____	_____	_____	_____	_____	_____

PROVISIONS AND DEFINITIONS

- "PREMISES": Apt. No. _____.
- "RENT DUE DATE": The 1st of every month.
- "SECURITY DEPOSIT": \$ _____ Refundable (see below for conditions).
- Keys provided by Landlord: _____ apartment keys, one mailbox key, and pool/laundry key # _____.
- Parking Permit numbers provided by Landlord: _____, _____, _____.

ADDITIONAL TENANT CHARGES

- "Administrative Charge": If rent is not paid or if Tenant has at least a \$100 by 5:00 p.m. on the Rent Due Date, an administrative charge of \$50.00 in addition to the rent is due and payable, plus \$5.00 per day additional Administrative Charge shall be due as rent thereafter until the balance is fully paid.
- "Returned Check Charge": \$50.00 shall be added to the Basic Monthly Rent for a check returned by the Tenant's bank. The Administrative late charge will also apply if a new rent check or the like is not received on or before the Rent Due Date. If Tenant's check is returned by the bank, Tenant is required to pay to Landlord all past due balances including Return Check Charge, in the form of a cashiers check or money order.
- Landlord shall charge a replacement fee of \$10.00 for each apartment key, \$50.00 for each mailbox key and \$50.00 for the Pool/Laundry key not returned when Tenant vacates the Premises.
- "Utilities": Landlord shall pay all charges for the following utilities: sewer, water, and garbage pickup, Tenant shall pay all charges for the following utilities: cable, telephone, electricity, and gas, if applicable. Tenant is liable to Landlord for any damages to Leased Premises and any utility company charges whether resulting from Tenant's (a) failure to turn on utilities, (b) failure to leave utilities on during Lease Term, or (c) failure to transfer utilities into Tenant's name.
- Tenant hereby agrees to have no pet, even temporarily, anywhere on the Premises. If a pet is reported on the Premises, even if only visiting for a very short time, a penalty of \$50.00 per day will be charged payable immediately, and Landlord shall inspect for pets without notice. In addition, such will be cause both for termination by Landlord of Tenant's right of occupancy and a suit for damages.
- A \$50.00 charge will be made on lockouts after business hours. Tenants must present photo identification to the Courtesy Patrol Officer (see below) for any lockouts after business hours.
- Landlord shall charge a \$50.00 Administrative Charge for excessive noise or other disturbances reported on the property if Landlord responds to such report on the property.
- Landlord shall charge Tenant at least \$50.00 for the cost of removing any trash left by Tenant in common areas, stairs, breezeways, parking lots, pools, or patios.
- Landlord shall charge Tenant \$50.00 plus the amount of the bill for each utility bill the Landlord pays on behalf of the Tenant. This occurs when the Tenant fails to transfer utility services into Tenant's name effective the date of move in, cancels utility service, or is cut-off from utility service during occupancy of the apartment. Landlord reserves the right, with 24-hour notice, to cut off utilities that have not been transferred into Tenant's name.

CONDITIONS AND COVENANTS

- Security Deposit.** As further consideration for the execution of this lease by Landlord, and in addition to the rent agreed herein, Tenant agrees to pay Landlord a Security Deposit upon the execution of this lease.
- Cleaning, Damage, and Rent Deductions from Security Deposit.** When Tenant moves out of the Premises, Tenant must clean the walls, carpet, appliances, floors, and all rooms and fixtures. The Premises must be as clean as it was when the Tenant moved into it (evidenced by the move-in inspection sheet, which is required to be filled out and returned to Landlord within 3 days of move in). If Tenant fails to clean the Premises, reasonable charges for cleaning shall be deducted from the Security Deposit. If the reasonable cleaning and damage charges exceed the amount of the Security Deposit, the Tenant may be held liable for payment of these charges. The Landlord highly recommends that the Tenant inspect the Premises with the Landlord upon vacating the Premises. At this time, matters relating to cleaning and damage charges can be discussed with the Landlord. **If the Tenant does not inspect the Premises with the Landlord, then the Landlord shall have sole authority to assess reasonable cleaning and damage charges and the Tenant will be held responsible for these charges. If the Tenant owes back rent or any Administrative Charges, these may also be deducted from the Security Deposit.**
- Maximum Occupancy.** Shall be one person more than the total number of bedrooms in the Premises (i.e., 2 persons in a 1 bedroom, 3 persons in a 2 bedroom etc.). Furthermore, all adults occupying Leased Premises must be named on this lease and must sign the lease, subject to Landlord's acceptance of their rental application.

(Contract Continued on Reverse)

<p style="text-align: center;">Tenant Signatures</p>	<p style="text-align: center;">Co-signer signature (Co-signer Agrees to remain responsible on renewals unless a certified letter is sent 30 days before the expiration of lease.)</p>	
	<p style="text-align: center;">1st Renewal Tenant Signatures</p>	
	<p style="text-align: center;">2nd Renewal Tenant Signatures</p>	
<p style="text-align: center;">Agent of Landlord</p>	<p style="text-align: center;">First Renewal</p>	<p style="text-align: center;">Second Renewal</p>
<p style="text-align: center;">Date</p>	<p style="text-align: center;">First Renewal Date</p>	<p style="text-align: center;">Second Renewal Date</p>
		<p style="text-align: center;">Third Renewal</p>
		<p style="text-align: center;">Third Renewal Date</p>

4. Use of Premises, Subletting, Surrender, and Occupancy. Tenant has examined and knows the condition of said Premises, and has received the same in good order and repair, and hereby agrees: (a) to use said Premises for living rooms and as a private residence only, (b) **not** to sell or assign this lease nor to sublet said Premises, or any part thereof, without prior written consent of Landlord, (c) to surrender possession of said Premises in as good condition as reasonable and careful use will permit **after having given the Landlord 30-days written notice before the expiration of the lease**, and (d) to keep said Premises in good condition and repair at his own expense.

5. Notice To Vacate. Tenant must give Landlord 30-days written notice prior to vacating, even if the Tenant intends to vacate at the termination of the lease. The notice must state a definite moving date. Tenant will be liable for one full month rent from the time written notice is given or for rent through the end of the lease term, whichever is later. Additionally, Landlord may charge Tenant an administrative fee equal to Tenant's security deposit amount to cover the administrative costs of locating Tenant for the purpose of obtaining proper notice. If no notice is given, Tenant will be liable for one full month rent from the date Landlord receives keys for the Premises or for rent through the end of the lease term, whichever is later.

6. Parking Spaces/Towing. Prior to commencement of the tenancy created herein, Tenant may be issued a parking permit, which Tenant shall keep current. Parking space shall be used exclusively for the parking of private passenger cars and pickup trucks 3/4 ton or less. Tenant shall not allow items to be stored in trucks over night. Camper shells are permitted but must remain on the trucks at all times. Each adult Tenant is allowed to have one vehicle on the grounds. No other vehicles may be parked in the parking lot without Landlord's prior written permission. Inoperable, dismantled, abandoned, unauthorized, or unused vehicles or those, which do not have all tags and government-issued permits up to date, will be towed away at the expense of vehicle's owner and without notice—regardless of whether they have a Landlord-issued parking permit or not. Vehicles parked in spaces assigned to handicap tenants or on grassy areas or parked so that they block traffic will be towed away at the expense of vehicle's owner and without notice. Vehicles are to be repaired off complex grounds, including general maintenance (i.e.; oil change). Motorcycles must be parked in the same manner as all other vehicles. All motorcycles must have kick stand plates to prevent damage to the asphalt in the parking area. Bicycles must be parked at bicycle racks located on the complex and never in breezeways or any other common area.

7. Restrictions on Tenant's Activities. Tenant shall not change or alter the locks on the Premises or install additional locks without the prior written permission of the Landlord. If Tenant does change, alter, or install additional locks without the prior written permission of Landlord, Landlord may then change the locks on the Premises and charge Tenant for the expense. Tenant shall not install any type of washer/dryer, freezer, other large appliance, or security system without the written permission of the Landlord. Tenant agrees the said Premises shall be used only for the purpose set forth above, and for no other purpose. There shall be no lounging, sitting upon, or unnecessary tarrying in or upon the front steps, sidewalks, landings or other common areas of the Complex by Tenant, members of his family, or other persons connected with the Tenant. It shall be a material breach of this lease for any illegal activity, reported to the police not, to occur in the Premises. Any Tenant participating in any felonious activities or serious misdemeanors or whose guests participate in such activities shall be in material breach of this lease. Tenant will be subject to a 24-hour eviction if narcotics or other illegal substances are found on the Premises.

8. Parties. The use of the common areas (swimming pool, courtyards, parking lot, etc.) for parties is absolutely prohibited without prior written permission. Tenants are responsible for all persons attending their party, invited or not. Parties should end at reasonable hours. A clubhouse is provided free of charge to all Tenants.

9. Courtesy Patrol. The Courtesy Patrol Officer is not a police officer and does not guarantee Tenant's security. Any resident that is having a serious problem should immediately contact Norman Police, Fire or Ambulance Service at 911 first. The Courtesy Patrol Officer does not (1) Carry weapons, (2) Get involved in domestic disputes, (3) Intervene in unlawful activity, (4) Get involved in any conversation which has a potential for violence. Tenants must present photo identification to the Courtesy Patrol Officer for any lockouts after business hours.

10. Pool. No lifeguard or other supervision is provided. Tenant hereby assumes for himself, his family, other occupants of the Premises, and guests all risks associated with the pool and related facilities, and Tenant agrees the Landlord shall not be liable for any harm sustained by Tenant, his family, other occupants of the Premises, or guests in connection with said risks. Tenant further understand and agrees that the use of any facility or amenity on the Complex is restricted to the Tenant and other occupants of the Premises, and that prior written consent must be given by Landlord prior to another person's use of such facility or amenity. Landlord reserves the right to restrict, deny, or withdraw the use of said amenities. No child under 18 years old may enter pool areas unsupervised by a parent.

11. Smoke Detectors. Tenants are advised to test their smoke detectors weekly and required to report a malfunctioning detector to the office immediately for repair. Disconnecting your smoke detector is a violation of your lease and may lead to eviction.

12. Right to Enter. Once Tenant or Landlord has given a written 30-day notice to vacate, Tenant agrees that Landlord may enter the Premises during business hours to exhibit the dwelling unit to prospective or actual purchasers, mortgagee, tenants, workmen or contractors. Tenant agrees that it will be impracticable to give 24-hour notice in the case of prospective tenants and will allow the Landlord to show the Premises without prior notice.

13. Bulb Replacement. The Premises will be equipped at the beginning of this term of the lease with electric bulbs. After move-in, Tenant is expected to replace them when they burn out.

14. Aesthetic Restrictions. Tenant shall not decorate or alter the Premises without written permission from the Landlord. Tenant shall not attach anything, including satellite dishes, lights, or cable wires to the exterior of the building or to fences, or plant anything in the ground. Toys, bicycles, rugs, wagons, carts, clotheslines, outside aeriels, garbage cans, or decorations of any type are not to be placed on Premises doors or windows. Cooking grills or other cooking devices are not permitted in the breezeways or other common areas. Tenant shall not place any personal property on or in windows or windowsills. Tenant shall not leave any trash at any time in common areas, stairs, breezeways, parking lots, pools, or patios. Landlord will remove any trash found on the property grounds and shall charge Tenant at least \$50.00 for the cost of removing any trash left by Tenant. Tenant shall not store any personal property, such that it is visible from outside the apartment building, except for a car, bicycle, and/or motorcycle under the restrictions contained herein. This restriction includes any window decorations, window treatments, foil window covering, and/or window shades.

15. Duty to Report. Tenants are required to report to Landlord, in writing, problems with fleas, roaches or other infestations immediately. Tenant's failure to assist Landlord in addressing the causes of any infestation is a material breach of this lease and can subject Tenant to eviction. Tenants whose apartments are infested with fleas or roaches at the end of the lease term will be charged \$300.00. These problems require an apartment to remain vacant for approximately thirty (30) days to cure.

16. Child Supervision. Parents must supervise their children at all times. Children must not play in common areas, and their play must not disturb neighbors.

17. Noise disturbance. No Tenant or other occupants shall make or permit any disturbing noises (for example stereos, television, musical instruments, motorcycles, fighting, etc.) made by himself, his family, his friend, or other occupants of the Premises, at any time of the day or night.

18. 2nd Floor Restrictions. No waterbeds, pianos, or items of like weight are permitted above the ground floor without the prior written permission of Landlord.

19. Windows and Doors. Tenant is responsible for **any** damages to windows, screens and doors resulting from any causes both inside and outside the Premises, except for hail, tornado, or other Act of God. Landlord will periodically replace missing window screens and will charge Tenant \$50.00 for each missing window screen.

20. Carpet. Carpet stains are normally the largest amount of damage incurred by problem tenants. Normal care requires spills to be cleaned up immediately after they occur. Tenant understands that it will be a material breach of this contract if abnormal carpet stains or other carpet damages are detected upon Landlord entering the Premises for normal business purposes. If such material breach occurs, Tenant will be evicted and will remain liable for replacement of the carpet and for rent until the Premises is rented or until end of lease term, whichever is sooner.

21. Common Area Lighting. Some apartments may be hooked up to common area lighting. The drain on tenant electricity is minimal. The consideration for the use of this electricity has already been figured into the calculation for rent and the Tenant will not be further reimbursed for such use. Tenant agrees not to cause any such lighting to be turned off or disconnected by any means.

22. Vehicle Damage. Landlord is not responsible for incidental damage, such as paint scratches, to vehicles parked on the complex due to construction or landscaping maintenance.

23. Renter Insurance. The Landlord strongly recommends that Tenant purchase renter insurance. Renter Insurance will protect the Tenant in the event that the Tenant's personal property is stolen or destroyed.

24. Waiver. Waiver by Landlord of any breach of any term or condition of this lease shall not constitute a wavier of subsequent breaches. Time is expressly made of the essence in connection with the payment of rent called for herein and the performance of any of the terms and conditions of the lease by Tenant.

25. Move Out Prior to End of Lease Term. If Tenant vacates or is evicted from Premises prior to end of lease term, he is responsible for the following: (a) the Administrative cost (\$150.00) of re-leasing the Premises, (b) any cleaning and damages charges assessed by the Landlord, (c) any rent loss incurred by the Landlord for the period the Premises remains vacant during the lease term, (d) any difference between the Tenant's rental rate and any subsequent tenant's rental rate for the remainder of the lease term, and (e) 1.5% per month interest on any unpaid balances due to Landlord after the Tenant's move out date. Landlord may, at his discretion, offer other breaklease options, which must be in writing and signed by both Landlord and Tenant.

26. Entire Agreement. This lease constitutes the entire agreement between the parties and recites the entire consideration given and accepted by the parties, and no representations not expressed herein or endorsed have been made by either party or their agents. This lease may be modified only in writing signed by all parties. THE END