

Landlord's Phone No: **Lisa Miller (405) 371-3492**
Please have all utilities placed in your name - within two business days.

OG&E: 272-9741
ONG: 1-800-664-5463
WATER: 732-2281

Tenant agrees this _____ Day of _____, Year _____; to rent from Landlord those certain

premises situated at: _____
Being a single family residence on a month to month tenancy, upon the following terms and conditions:

Tenant sign here: → _____ **RENT:** The Tenant will pay rent in the amount of \$ _____ in U.S. Currency per month for the above premises on or before the **FIRST DAY** of each month to the Landlord. If the total rent is received after **6:00 p.m. on the THIRD DAY** of the month, the **rent shall be INCREASED by \$25.00**. If the total rent is not received by **6:00 p.m. on the FIFTH DAY** of the month, the tenant(s) agrees to vacate the premises *immediately* for non-payment of rent. Eviction proceeding will commence. This **automatic** notice is to you and all others in possession, that you are hereby notified to quit and deliver up the premises you hold as our tenant within THREE days from the fifth day of the month for non-payment of rent. (The house will be re-keyed on the eighth day of the month.) If a check is returned for any reason, there will be a \$25.00 non-sufficient fund check fee, plus all late charges. Tenant understands to **mail or deliver rent payment to:**

PETS AND ANIMALS: THE TENANT EXPRESSLY AGREES TO BE HELD RESPONSIBLE FOR ANY DAMAGES CAUSED BY PETS, and for defleaing, fumigation, debris removal etc., upon Tenants vacating the premises.

SUBLET: Tenant agrees NOT to sublet said premises or assign this agreement or any part thereof without the prior written consent of the Landlord.

INSPECTION OF PREMISES: Tenant(s) agrees that they have made inspection of the premises and accepts the condition of the premises in its present state, and that there are no repairs, changes or modifications to said premises, to be made by the Landlord, other than as listed on the move in inspection sheet attached hereto.

TENANT(S) AGREES:

- **To CHANGE or CLEAN the furnace filter monthly.** The furnace filter can be replaced with a new one, **or** removed, cleaned off with a hose and then placed back in the furnace. The furnace should never be operated without a filter. The **Air Conditioning Unit should be kept free of debris** (by periodically spraying it with a hose from the inside out). Please contact Landlord if you need more clarification or have any questions. Tenant(s) will be charged for improper maintenance of Heat & Air Conditioning Systems.
- **To MOW AND WATER THE GRASS, and keep grass, lawn, flowers and shrubbery thereon in good order and condition.**
- **To report to the Landlord promptly all leaking faucets, toilets, windows, appliances not in good working order and/or other defects or potential defects in or on the premises.**
- To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances.
- Tenant(s) agrees to use precaution against freezing of water on walkways, waste pipes and stoppage of same in and about said premises. Tenant(s) will be charged for improper maintenance of these items.
- To replace in a neat and workmanlike manner all glass and doors broken during occupancy.
- To keep the sidewalk surrounding said premises free and clear of all obstruction.
- To properly dispose of rubbish garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant.
- Not to intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of the family, invitee, licensee or other person acting under his control to do so.
- **Not to place holes or damage ANY exterior siding, stained woodwork or trim throughout the premises.**
- Not to permit a nuisance or common waste.

- And in case water or waste pipes are frozen or become clogged by reason of neglect by Tenant, Tenant will repair or restore to initial condition at Tenant's own expense, as well as all damage caused thereby.

UTILITIES: Tenant will pay for all services and utilities supplied to the premises. Tenant agrees to pay applicable service and utility charges from date of occupancy until vacating the premises. It is the Tenant's responsibility to make advance arrangements for commencement and termination of such services and utilities.

ALTERATIONS: Tenant agrees NOT to make alterations, do or cause to be done, any painting, wallpapering, or adding any **additional phone lines or cable lines** to said premises, without the prior written consent of the Landlord.

USE OF PREMISES: Tenant will NOT use said premises for any purpose other than that of a residence and will not use said premises or any part thereof for any illegal purpose. **If any additional persons take up residence** in the premise for a period in excess of fourteen days, such persons will be required to join in the rental agreement and complete an application form, and pay an equal security deposit, at which time the persons continued tenancy will be considered, but in no event will the number of persons residing in said premises exceed _____: Number of adults _____, children _____, residing on premises. Tenant agrees to conform to municipal county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises. Tenant further agrees, NOT to own or operate a day care facility on said premises.

RENTAL INCREASE: The monthly rent will be increased only by prior written notice of thirty days or more preceding the commencement of any month or period of tenancy. In case of an increase of rent, it is understood that all other provisions of this agreement will remain in full force, changed only by such alterations in the amount of rent and not otherwise.

ACCESS: The Landlord, or the Landlord's agent, reserves the right of access to the premises for purposes of:

- Inspection
- Repairs, alterations or improvements
- To supply services
- To exhibit or display the premises too prospective or an actual purchaser, mortgagees, Tenants, workmen, or contractors. Access will be at reasonable times, with a 24-hour notice, except in cases of emergency or abandonment.

NOTICE TO VACATE: Tenant will give the Landlord thirty days written notice of intention to vacate the premises. The Landlord will give thirty days written notice to Tenant of his intention to terminate the tenancy hereunder in accordance with this agreement.

WATERBEDS OR TRAMPOLINES: Tenants will provide proof of Renters Insurance coverage for trampolines placed in or on the premises. No waterbeds are allowed on the premises. Tenant assumes full responsibility and liability, for any and all damages attributable to the use of their trampoline in or on said premises.

SECURITY DEPOSIT: SECURITY DEPOSIT: The Tenant has deposited the sum of \$ _____, plus a \$ _____ (\$200.00) PER PET deposit, for a total amount of \$ _____. Receipt of which is hereby acknowledged, which sum Landlord will deposit at Bank of Oklahoma, Oklahoma. The SECURITY DEPOSIT CANNOT BE USED BY THE TENANT FOR THE LAST OR OTHER MONTHS RENT, or a prorated portion of the last or other month's rent. In the event you fail to pay rent, bring your rent payment current, maintain the property or vacate the premises, we shall immediately take legal action to evict you and to recover all damages due us for the unlawful detention of said premises and recover all back rent payments.

All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is in condition as follows:

- All carpets will be **professionally cleaned** within 24 hours of vacating the premises.
- **ALL LOCKS WILL BE RE-KEYED**, upon arrival of new Tenants, **AT FORMER TENANT'S EXPENSE.** Deductions will be made from Tenant's security deposit, upon date of refund (if applicable).

- Tenant will clean and restore said residence and return the same to Landlord in its initial condition except for reasonable wear and tear, upon the termination of this tenancy and vacation of the residence.
- Tenant will have remedied or repaired any damage to the premises, caused by Tenant.
- Tenant will forfeit entire deposit if premises are vacated before termination date of rental agreement. Any refund from security deposit, as by itemized statement shown to be due to Tenant, will be returned to Tenant within thirty days after the termination of tenancy, and vacation of premises. If the Landlord is unable to render an itemized statement and refund within the specified time, the Tenant will be sent a letter with an explanation according to the State Law.

THE HOUSE WILL BE INSPECTED BY APPOINTMENT – AGREED UPON TIME AND DATE MADE BY BOTH LANDLORD AND TENANT. IF THE HOUSE DOES NOT MEET LANDLORD’S ACCEPTED STANDARDS, TENANT WILL BE CHARGED \$20.00 PER HOUR FOR CLEANING. PLEASE NOTE - THE CARPETS NEED TO BE PROFESSIONALLY CLEANED. NOTE - THERE WILL BE A CHARGE TO RE-KEY THE HOUSE - UPON ARRIVAL OF THE NEW TENANTS. ALL RECEIPTS WILL BE FORWARDED TO TENANT WITH BALANCE OF THE DEPOSIT REFUND.

ABANDONMENT: Tenant agrees that in the event of abandonment and accompanying rent default, the Landlord may immediately enter the said premises and take possession of any property of Tenant found therein. Landlord will store items in a secure place and mail a notice to Tenant’s last known address. After thirty days from the date of the default in rent, and after prior notice of such sale, Landlord may sell such property, and apply any income from the sale against monies due the Landlord. In the event the Landlord reasonable believes such abandoned property has no value, it may be discarded.

COST OF TERMINATION: If we have to enforce this Agreement for repairs to the house or termination, we will employ an attorney or collection service, and you, the Tenant(s), will be required to pay attorney fees, plus cost of collection.

SMOKE ALARM: The Tenant has inspected the installed smoke detector and finds it in proper working order.

WATCH OUT FOR LEAD-BASED PAINT POISONING! The home you intend to rent may have been built before 1978 and it may contain lead-based paint. About 3 out of every 4 pre-1978 buildings have lead-based paint. This home has not been tested for lead-based paint. Therefore, you must understand this notice before signing the rental agreement.

Lead poisoning means having high concentrations of lead in the body. Lead can:

- Cause major health problems, especially in children less than 7 years old.
- Damage a child’s brain, nervous system, kidneys, hearing, or coordination.
- Affect learning.
- Cause behavior problems, blindness, and even death.
- Can cause problems in pregnancy and affect a baby’s normal development.

Anyone can get it, but children less than seven years old are at the greatest risk, because their bodies are not fully grown and are easily damaged. The risk is worse if the child:

- Lives in an older home (built/constructed before 1979, and even more so before 1960).
- Does not eat regular meals (an empty stomach accepts lead more easily).
- Does not eat enough foods with iron or calcium.
- Have parents who work in lead-related jobs.
- Has played in the same places as brothers, sisters and friends who have been lead poisoned. (Lead poison cannot be spread from person to person. It comes from contact with lead.)

Women of childbearing age are also at risk, because lead poisoning can cause miscarriages, premature births, and the poison can be passed onto their unborn babies.

The lead hazards that children most often touch are lead dust, leaded soil, loose chips and chewable surfaces painted with lead-based paint. A child may be harmed when it puts into its mouth toys, pacifiers, or hands that have leaded soil or lead dust on them. Lead also comes from:

- Moving parts of windows and doors that can make lead dust and chips.
- Lead-based paint on windows, doors, wood trim, walls and cabinets in kitchens and bathrooms, on porches, stairs, railings, fire escapes and lampposts.
- Soil next to the exterior of buildings that have been painted with lead-based paint and leaded gasoline dust in soil near busy streets.
- Drinking water (pipes and solder).

- Parents who may bring lead dust home from work on skin, clothes and hair.
- Colored newsprint and car batteries.
- Highly glazed pottery and cookware from other countries.
- Removing old paint when refinishing furniture.

In recent years some uses of lead in products that could cause lead poisoning have been reduced or banned. This is true for lead in gasoline, lead in solder used in water pipes, and lead in paint. Still, a great deal of lead remains in and around older homes, and lead-based paint and accompanying lead dust are seen as the major source.

If your child is:

- Cranky?
- Vomiting?
- Tired?
- Unwilling to eat or play?
- Unable to concentrate?
- Hyperactive?
- Complaining of stomachaches or headaches?
- Playing with children who have these symptoms?

These can be signs of lead poisoning. However, your children might not show these signs and yet be poisoned; only your clinic or doctor can test for sure.

Your child should first be tested for lead in the blood between six months and one year old. Ask the clinic or your doctor to do it during a regular checkup. Your doctor will tell you how often you should have your child tested after that. A small amount of lead in the blood may not make your child seem very sick, but it can affect how well he or she can learn. If your child does have high amounts of lead in the blood, you should seek treatment.

The only way you can know for sure, if your home contains lead-based paint, is to have the home tested by a qualified firm or laboratory. Both the interior and exterior should be tested. You should contact the local health or environmental office for help. If your home does have lead, do not try to get rid of lead-based paint yourself. You could make things worse for you and your family. Notify the Landlord immediately and cooperate with the Landlord's efforts to repair any deficiencies and keep your home in good shape. To prevent peeling paint, most housing should be repainted every three to five years. If your home has not been repainted within this period of time, inform the Landlord. In the meantime, there are things you can do immediately to protect your child:

- Keep your child away from paint chips and dust.
- Wet-mop floors and wipe down surfaces often, especially where the floors and walls meet. Be sure to clean the space where the window sash rests on the sill. Keeping the floor clear of paint chips, dust and dirt is easy and very important. Do not sweep or vacuum lead-based paint chips or dust with an ordinary vacuum cleaner. Lead dust is so fine it will pass through a vacuum cleaner bag and spread into the air you breathe.
- Make sure your children wash their hands frequently and always before eating.
- Wash toys, teething rings, and pacifiers frequently.

I (we) fully understand that if a blood lead level screening program is not reasonable available, or if I (we) refuse to have my (our) child(ren) tested, or if the Landlord(s) is unable (or willing) to test the property for the existence of lead-based paint. I (we) have the option of giving the Landlord proper notice to vacate. I (we) hereby acknowledge that this property I (we) am (are) renting from the Landlord(s) may contain lead-based paint. However, despite this possibility, I (we) elect to rent this property. Further, I (we) agree to hold the Landlord(s) harmless for this action.

IN WITNESS WHEREOF, the Tenant(s) has hereunto set his hand and seal the day and year first above written:

- Has read the Notice entitled Watch Out For Lead-Based Paint Poisoning!
- Understands fully the content of the aforementioned Notice and agrees to rent the home under its current condition.
- Tenant understands that the Landlord is a Licensed Transaction Broker.
- Attest that the Tenant has read the rental agreement in full and does hereby state that the Tenant fully understands what it contains.
- The Tenant hereby receipts a copy of this agreement.

LANDLORD:

Lisa Miller

1605 Haven Dr.
Midwest City, OK 73130
Email: LisaMiller@MLS4public.com
Phone No: (405) 371-3492

TENANTS:

Tenant: _____

Tenant: _____

VACATING – CLEANING INSTRUCTIONS

GENERAL:

1. ALL WINDOWS NEED TO BE WASHED INSIDE AND OUT, THIS INCLUDES THE WINDOW TRACKS AND SILLS.
2. CLOSETS IN THE HALLWAY NEED TO BE EMPTIED. CLOSET SHELVES AND THE TOPS OF THE DOORS NEED TO BE DUSTED AND CLEANED.
3. BASEBOARDS AND WOODWORK NEED TO BE DUSTED AND CLEANED.
4. NAILS, SCREWS, TAPE AND MARKS NEED TO BE REMOVED FROM ALL WALLS THROUGHOUT THE HOUSE.
5. ALL CEILINGS, CEILING FANS AND WALLS NEED TO BE CLEANED THROUGHOUT THE HOUSE.
6. TILED FLOORS NEED TO BE WAX STRIPED, SWEEPED AND MOPPED.
7. **CARPETED FLOORS NEED TO BE VACUUMED AND PROFESSIONALLY CLEANED. DON'T RENT EQUIPMENT AND TRY TO DO IT YOURSELF.**
8. ALL LIGHT FIXTURES NEED TO BE REMOVED, WASHED AND REPLACED.
9. ALL WINDOW BLINDS NEED TO BE CLEANED, NOT JUST DUSTED.
10. ALL LITE BULBS THROUGHOUT THE HOUSE SHOULD BE WORKING.
11. THE FURNACE VENT INTAKE, INSIDE THE HOUSE, NEEDS TO BE CLEANED.

KITCHEN:

1. THE FLOOR BENEATH AND BEHIND THE STOVE NEEDS TO BE CLEANED.
2. BURNERS, BROILER, KNOBS, RACKS AND OVEN, NEEDS TO BE CLEANED IN AND ON THE STOVE.
3. THE LIP, FILTER, LIGHT AND FAN NEED TO BE CLEANED ON THE VENT HOOD OF THE STOVE.
4. THE DOOR AND SEAL NEED TO BE CLEANED IN THE DISHWASHER, AND NO WATER CAN BE INSIDE IT.
5. THE CABINETS NEED TO BE CLEANED INSIDE AND OUT, INCLUDING ALL CABINET KNOBS.
6. ALL SWITCH PLATES AND OUTLET COVERS NEED TO BE REMOVED, WASHED AND REPLACED.
7. KITCHEN AND BATHROOM SINKS NEED TO BE FREE OF LIME SCALE BUILDUP, SOAP SCUM AND WATER SPOTS. ALL RESIDUES NEEDS TO BE REMOVED.

BATHROOM:

1. REMOVE ANY WALL COVERS OR BORDERS THROUGHOUT THE HOUSE.
2. CLOSETS NEED TO BE EMPTIED. CLOSET SHELVES AND THE TOPS OF THE DOORS NEED TO BE DUSTED AND CLEANED.

BEDROOMS:

1. REMOVE ANY WALL COVERS OR BORDERS THROUGHOUT THE HOUSE.
2. CLOSETS NEED TO BE EMPTIED. CLOSET SHELVES AND THE TOPS OF THE DOORS NEED TO BE DUSTED AND CLEANED.

MISCELLANEOUS:

1. GARAGE NEEDS TO BE SWEEPED AND FREE OF COBWEBS.
2. WATER HEATER AND FURNACE NEEDS TO BE DUSTED.
3. YARDS NEED TO BE MOWED, EDGED, TRIMMED AND FREE OF DEBRIS.
4. FLOWERBEDS NEED TO BE CLEANED.
5. HOLES FILLED IN AND BARE SPOTS SODDED.
6. GREASE, OIL, CHALK AND CRAYON NEED TO BE CLEANED OFF THE DRIVEWAY.
7. ALL TRASH REMOVED. NO TRASH IS TO BE LEFT AT CURB. HAUL IT OFF.

THE HOUSE WILL BE INSPECTED BY APPOINTMENT ONLY. IF THE HOUSE DOES NOT MEET LANDLORD'S ACCEPTED STANDARDS, TENANT WILL BE CHARGED \$20.00 PER HOUR FOR CLEANING. PLEASE NOTE - THE CARPETS NEED TO BE PROFESSIONALLY CLEANED - DO NOT TRY AND DO THEM YOURSELF - YOU WILL BE CHARGED. THE HOUSE WILL BE RE-KEYED AT TENANT'S EXPENSE (DEDUCTED FROM TENANT'S DEPOSIT) - UPON ARRIVAL OF THE NEW TENANTS. ALL RECEIPTS WILL BE FORWARDED TO TENANT WITH BALANCE OF THE DEPOSIT REFUND.