

# LEASE

This is your lease. Please read it carefully.

This contract is between resident(s):

\_\_\_\_\_ (you)  
and AMSCO, agent for Owner/Lessor \_\_\_\_\_, in Stillwater, Oklahoma for use  
as a private residence only.

PREMISES: You are leasing the following premises: \_\_\_\_\_

TERM: This lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
and end at 4:00 pm on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

RENT: You must pay the sum of \$\_\_\_\_\_ per calendar month as and for rent, payable in advance and without demand at the AMSCO office per section 1 and 6 below. Your right to possession of these premises is expressly contingent upon payment of rent.

## CONDITIONS:

1. Only parties to this lease are allowed to reside in these premises. Any violation of this rule will result in a penalty of \$25.00 to \$50.00 per month for each person not named above. You may not sublet or assign this lease or replace any party to this lease without qualification to and written approval by owner on a copy of this lease. There will be a transfer charge of \$50.00 in the event this lease is to be assigned to another party.

2. Rent is due on the 1<sup>st</sup> day of each month. Payments after the 5<sup>th</sup> will be subject to a \$30.00 fee. All tenants are equally responsible for the rent. You shall pay a penalty of \$25.00 for any returned check in addition to any late fees incurred in collecting or replacing a returned check. NO EXCEPTIONS!

3. You shall deposit with AMSCO \$\_\_\_\_\_ as a security deposit, to be held in an interest bearing account. Interest will be retained by AMSCO to cover distribution costs. AMSCO will return the deposit at termination of the lease less any damages, utilities, cleaning, or other financial obligations incurred. You will be charged \$10.00 each for any unreturned key. Return of deposit to you will be made only after an inspection of the premises is made as provided in Section 7a below.

4. Utilities: You shall arrange for and pay utilities except as follows:

Utilities are based on occupancy of 1 person per bedroom. Rents will be adjusted by a charge of \$25.00 to \$50.00 depending on utilities paid by lessor.

5. AMSCO reserves the right to retain keys to the leased property. You must allow the owner or his representatives to enter your premises for any reasonable business purposes, including **showing the property to prospective tenants**. It is the responsibility of the lessee to inform AMSCO AT LEAST TWO MONTH before your lease expires if you intend to renew your lease.

6. You must mail or deliver your rent payments to AMSCO, 800 North Main, Stillwater, OK 74075. Cash payments must be presented during office hours.

## 7. HOUSE RULES:

You agree that the maintenance and house rules set out below are part of the conditions of this lease, and violations of any said rules will constitute a violation of terms of this lease. These rules are binding:

a. Repairs: You must make a written request for repairs and services to AMSCO, 800 N. Main, Stillwater, OK 740745 except in cases of extreme emergency. In the case of malfunction of equipment or utilities, damage by fire, water, or other causes, you should notify the Owner's representative (405-361-4415) immediately. You are responsible for sewer problems found to be caused by tenant flushing foreign objects (such as towels, sanitary napkins, tampons, glass, razor blades, grease, garbage, bottle caps, rice etc.) down the toilet. You will be held responsible for any damage incurred through neglect of water overflow, such as water left running, shower overspray, toilet leaking, etc. that is not reported to AMSCO immediately. You are responsible for damages to doors and windows; unless responsibility is taken by others. **We highly recommend each tenant obtain renter's insurance.**

b. You are liable for damage due to frozen pipes and/or frozen water tank or toilet bowl due to not maintaining ample heat during cold weather. (This means you must maintain heat during winter vacation.) If you move out before termination of this lease, you must keep utilities active until termination of lease.

c. You shall be responsible for maintaining the premises in a sanitary and orderly manner at all times. You shall be responsible for disposing of garbage in the manner prescribed by Stillwater Municipal Code. In detached houses, you shall be responsible for insect control, glass breakage, yard maintenance (including all clean up of trash and debris around the property).

d. You are responsible for proper disposal of environmentally detrimental or hazardous waste. Do not discard these materials into sewers or on the property.

e. You are responsible under Stillwater Code to avoid nuisance defined as "unlawful act which annoys or endangers the comfort, repose, health, or safety of others; offends decency." Such acts will be reported to the police.

f. \_\_\_\_\_ No pets allowed in certain properties. If an unauthorized pet is discovered, a \$100 fee will be due plus \$15 for each month.

\_\_\_\_\_ Number of pets may be housed on the premises only if registered with the Lessor, and if appropriate fees are paid. Fees are \$15.00 per month above the rent listed above for each pet. If an unauthorized pet is discovered, a \$100 fees will be due plus \$15 for per month for each unauthorized animal from the beginning of the lease. This fee does not cover damages caused by the pet. Lessee will be responsible for the cost of repairs. Lessee is responsible for picking up (feces/trash) by the pet

g. Parking spaces are provided for tenant-owned cars only (those registered on this lease). You will use your reserved space if one is provided. Parking stickers should be prominently displayed on the rear window of the vehicle. Parking on any lawn at anytime is prohibited and subject to a fine by local police (\$35.00) or towing, or both.

h. No painting or alterations without prior approval of Lessor.

i. If property has a basement, tenant can anticipate that seepage or flooding may occur. AMSCO cannot assume responsibility for any damage occurring to property stored on the floor. Basement is not rented as a living space unless specified.

j. No waterbeds allowed. Violations of this rule will place full liability for damages upon you, the tenant. Waterbeds may be accepted in some apartments with proof of insurance.

k. All apartments are equipped with smoke alarms. You should replace the battery if the alarm beeps repeatedly. If you have trouble replacing the battery, call AMSCO. All light fixtures will have working bulbs at start of lease; we expect all bulbs to be operative at termination of lease.

l. Checkout Procedure: Return keys to AMSCO office by the end date of the lease. Lessor cannot inspect the apartment and process your deposit request until all keys are returned.

## 8. LIABILITY OF OWNER/LESSOR:

Owner will not be liable for any damage or loss to persons or property caused by other residents or other residents or other persons. Owner shall not be liable for personal injury or damage or loss of residents personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, snow, or explosions, sonic

booms, acts of God, or other causes whatsoever. Owner strongly recommends that you secure your own insurance against the above casualties.

9. DEFAULT BY RESIDENT:

When a resident fails to pay rent or other lawful charges when due; or if resident fails to reimburse owner for damages or repairs necessitated by resident's negligence; or if resident, his family, guests or other occupants violate this contract or Owner's rules and regulations or applicable state and local laws; or if resident abandons the premises, then the Owner or his representative may terminate resident's right to occupancy by giving resident a five (5) day notice required by law. Any notice contemplated by this agreement may be given by mail or personal delivery to the resident at the premises. Such termination does not release you from liability from future rental, and if owner prevails in a suit for eviction, unpaid rental charges or damages. You shall be liable for costs and reasonable attorney fees. This agreement shall expressly allow the owner to report any unpaid rentals or unpaid damages to a local credit bureau for permanent recording in resident's credit file. This provision will in no way preclude any rights that owner may have under the State of Oklahoma.

10. LIEN:

Owner may have lien on all personal property on the premises (except as exempt by statute) to secure the payment of delinquent rent and other sums due and unpaid under this contract.

11. ABANDONED PROPERTY:

Any property left in the premises after the end of the lease or 15 days after rent is past due will be considered abandoned and will be disposed of at the discretion of the owner. If at any point during this lease term, the rent is past due and the utilities have been shut off, the lessor will consider the premises abandoned by the lessee. This does not release the lessee from the responsibilities of this contract

12. GENERAL:

This contract is the entire agreement between all parties. Lessee acknowledges that no other oral or written agreement exists, either expressed or implied. This contract may be modified only in writing signed by all parties. Owner has relied on Lessee's statements on application in executing his contract, and any misinformation herein shall be considered a cause for termination by owner or resident's rights of occupancy. If you lose your key or lock yourself out, you may borrow a key at the office; after hours a service charge of \$20.00 must be paid to the maintenance person to open your apartment.

All obligations hereunder are performed in the county where the premises are located.

Any clause in this contract or attached hereto declared invalid by law shall not terminate or invalidate the remainder of this contract.

SPECIAL PROVISION: Any taxes on energy, etc. enacted after the signing of this contract and paid for by the owner shall be prorated and added to the basic rent provided herein.

13. LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

\*Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**I HAVE SEEN THE U.S. EPA DATA SHEET "Protect Your Family From Lead In Your Home" AND REALIZE SOME HOMES BUILT PRIOR TO 1970 MAY HAVE PAINTS CONTAINING LEAD.**

\_\_\_\_\_  
(all tenants initial here)

ADDITIONAL COMMENTS:

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

Rent \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_ Total Payment Received \$ \_\_\_\_\_ Date \_\_\_\_\_

THIS IS A BINDING LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING.

Accepted \_\_\_\_\_  
Owner/ Owner's Representative  
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