

LEASE AGREEMENT

This agreement made this _____ day of _____, 20____ by and between _____ hereafter referred to as tenant, and **Capuccio Dream Homes Realty** hereafter referred to as Realtor.

PREMISES AND TERMS: Realtor agrees to rent unto tenant the property located at _____ Lawton, Oklahoma, on a _____ basis beginning on _____ and ending on _____.

RENT AND LATE CHARGE: Tenant agrees to pay rent to owner in the amount of \$ _____ per month. **Rent is due on the 1st day of the month** and may be dropped off or mailed to owner at **2801 SW Lee Blvd., Lawton, OK 73505. The rent must be in-hand by 6 o'clock P.M. on the 4th day of each month, or a 10% late charge will be added. If the rent is not paid by the 5th of the month, eviction proceedings will begin.** All late charges must be paid by the end of the month that the rent was paid late. It is the tenant's responsibility to collect a receipt when paying by money order. **No Cash Please.**

DEPOSITS: Tenant has deposited this day, the sum of \$ _____ to insure the proper performance of all obligations created herein. This deposit will be refunded within 30 days to tenant after the property is vacated, if left in **clean and sanitary** condition, satisfactory to Realtor, free from any damage to the premises, and tenants satisfy **all other obligations** created herein. Refunds **will be mailed** to tenants within 30 days, less the sum of **\$25.00**, which shall be retained by the owner as an administrative fee to defray expenses of inspection. The tenant **may not** have the right to apply the deposit toward payment of the last months rent. All pet deposits are non-refundable unless stated otherwise by Realtor in writing.

UTILITIES: Tenant shall be responsible for the connection and payment of all utilities and services except: _____, which shall be paid by owner. If the owner pays the water bill the tenant **may not** wash vehicles on the premises.

QUITTING THE PREMISES: **Tenant shall give a minimum notice in writing of 30 days prior to vacating/moving.** Should tenants not give said 30 days notice, tenant agrees to pay owner the sum of 30 days rent for liquidating damages for their failure to give such notice. Once the 30 days notice is received, owner is given the right and authority to put up a "for rent" sign and show the premises to prospective tenants upon reasonable advance notice to tenant. If the tenant moves out prior to the expiration of the lease, the tenant is hereby obligated to pay rent until the dwelling is re-rented or the lease expires, whichever occurs first.

EXTENSION OPTION: Although not required, the tenant is encouraged to negotiate and sign a new lease. After expiration of the lease the tenant may continue in possession as tenants from month to month without signing a new lease however the **monthly rent amount shall increase by \$25.**

CONDITION OF PREMISES: Tenant shall examine and inspect said premises and **give a written report (check-in sheet) of any defects or damages to Realtor within 7 days** (pre-existing conditions) after tenant is given possession and failure to do so will be deemed to mean that no defects or damages exist. Tenant understands that the check-in sheet is not a punch list of repairs but a list of pre-existing conditions so that the tenant is protected against being charged for damages that they did not do. Tenant agrees to exercise reasonable care in maintaining the premises and in the event the property is damaged due to the occupancy of the tenants, the tenants shall be held financially responsible for such damage whether or not such damage exceeds any deposit and rent that has been paid. Tenants accept property furnishings, if furnished, in "as-is" condition.

EXTERIOR CARE OF PREMISES: Tenant is responsible to water, mow, and edge/trim lawn, including easement, and water all shrubbery and trees as needed. Any vehicle driven, washed, or parked on the lawn is cause for eviction. Tenant may complete normal maintenance/upkeep on personal vehicles (such as fluid changes, brake pads, etc...) however tenant may not undergo extensive repairs (such as those that involve transmissions, engines, etc...). Tractor trailers, recreational vehicles, cars on blocks, and "junk" cars are not allowed on the premises without prior written consent from owner.

TENANT'S PERSONAL PROPERTY/DAMAGES: Tenant is encouraged to purchase insurance for his/her personal property and furnishings. All personal property kept by tenant in said premises shall be and remain the tenant's sole risk and owner shall not be liable for any damages to or loss of any personal property ensuing from any acts of negligence of any other persons in or about said premises nor be responsible for personal property damaged from the leaking of the roof, or from bursting, leaking, or flowing of fixtures unless the owner is made aware of said damage and willfully or negligently fails to make repair within the time period allowed by the Landlord Tenant Act. The tenant expressly agrees to save owner harmless in all such cases. It is further agreed that tenant will reimburse owner promptly for the cost of repair caused by the negligence or improper use of said premises by tenant. Said reimbursement is due when Realtor presents invoice or makes demand.

REPAIRS/ALTERATIONS: Tenant must notify owner of needed repairs. Notification of repairs may be done by phone initially, but must be followed up by tenant in writing to be valid. Realtor is responsible to provide and repair essential services such as heat, hot water, running water, electricity, etc... Essential service repairs are given priority and repair technicians will be notified promptly. Owner will have these repairs completed within time limits as specified in the Oklahoma Residential Landlord and Tenant Act Section 121. However, tenant understands that owner has little control of the response time from technicians or delivery of a needed repair part. Remedy of repairs other than essential services will be

based on owner's sole discretion and will be given a lower priority. When repairs are needed an appointment must be made allowing at least one days notice. Tenant agrees that no alterations of said premises may be made without the written consent of owner. These alterations include but are not limited to, removing fixtures, electrical work and wiring, changing or covering floors, painting, refinishing or remodeling.

ARMED FORCES TRANSFER: It is agreed that in the event of an armed forces transfer requiring the tenant to move to another city then said lease period should not be binding upon the tenant. A copy of transfer orders must be remitted to owner. **Regardless of when tenant receives orders, tenant must give a minimum of 30 days notice of intentions to vacate/move and must pay rent through the entire 30 days. Termination of lease is effective 30 days after the first date on which the next rental payment is due. Notice of retirement, on-post housing, or discharge from service does not qualify as an armed forces transfer.**

Initial _____

BREACH: Tenant agrees that should tenant damage the property in any way or fail to pay rent when due or in any way create a nuisance upon the property or neighborhood (such as multiple police calls to the premises due to tenant's behavior) the tenant shall move immediately upon being instructed to do so by owner. If it becomes necessary for owner to file suit to obtain possession of the dwelling, tenant shall be liable for the costs of said action, including attorney fees if so ordered by a judge. **A breach of this lease, including breach of lease period, shall disqualify the tenant from deposit refunds unless otherwise stated by owner in writing.**

MULTIPLE OCCUPANCY: It is understood that this agreement is between the Realtor and each signatory individually and severally. In the event of breach by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement. The undersigned tenants shall use the premises as a residence with no more than _____ persons (those persons listed on the tenant's application) and for no other purpose without the prior written consent of the Realtor. Guests staying over 10 days will be considered in violation of this provision.

ASSIGNMENT AND SUBLETTING: Tenant may not assign this agreement or sublet any portion of the premises.

PETS: Absolutely no pets shall be brought on the premises without prior written consent of the Realtor - no exceptions!!! If pets are found on premises tenant will be in breach of lease.

ENTRY AND INSPECTION: Tenant shall permit Realtor or Realtor's agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagees.

WAIVER: No failure of owner to enforce any term hereof shall be deemed a waiver nor shall any acceptance of partial payment be deemed a waiver of owner's right to the full amount thereof.

ADDENDUMS: "Requirements for Tenants" addendum is an integral part of this agreement. In the event there is a conflict between the addendum and lease; the lease shall govern.

ADDITIONAL TERMS AND CONDITIONS:

- 1) Home based businesses including day care services or babysitting services for children are not permitted.
- 2) A working stove will be provided.
- 3) Payment should be made in the form of a personal check or money order. Please do not pay with cash unless arrangements have been made with the Realtor.

In witness whereof, the parties hereto, having read and agreed to all terms herein, set their signatures the day and year first written above.

Capuccio Dream Homes Realty

TENANT

Capuccio Dream Homes Realty

TENANT

Is owner of said property a licensed Realtor Yes or No If yes license # _____

ADDENDUM: Requirements for Tenants

The following rules as per section 118 paragraph 5b of the Landlord & Tenant Act are independent of your lease agreement and are intended to promote convenience, peace, safety and welfare of our tenants, to preserve the property from abuse, and to make a fair distribution of services and facilities.

1. There is a \$25.00 fee for all returned checks and rental terms are on cashier's check or money order after the first returned check.
2. FROZEN PIPES: The Realtor agrees to split the cost to unthaw frozen pipes with tenant as long as the tenant has taken the following freeze precautions during winter months: a) disconnect the hose from the outside faucet in the winter months. Failure to do so will trap water inside the faucet and cause it to freeze and break. If breakage occurs, tenant will be held responsible for repairs. This rule also applies if utilities have been disconnected and keys have not been turned in to owner. b) During periods of freezing temperatures tenants agree to allow at least one faucet (both cold and hot water side) to trickle a stream of water. This allows movement of water from the outside water meter through some of the water pipes to the faucets. Tenant also agrees to open cabinet doors below sink areas. This allows more heat to reach exposed water pipes. c) Leave the heating on at all times including vacations and insures that the foundation covers and roof vents remain secure during the winter months. If water pipes freeze and burst due to tenant's negligence the tenant will be responsible for repair costs
3. CHECK-IN SHEET: Damage occurring before occupancy but not reported on the check-in sheet within 7 days after initial occupancy will be considered done by the present tenant. Insects and pests including mice, bugs, spiders, ants etc., unless reported on the check-in sheet within 7 days after taking possession will be the responsibility of the tenant.
4. T.V. antennas or satellite dishes cannot be installed without prior written consent from Realtor.
5. Damage as a result of vandalism that occurs during the tenant's occupancy period including forced entry or glass breakage is the financial responsibility of the tenant to correct after the first incident, provided a police report is provided, (the first incident will be the home owner's responsibility). This will be handled on a case to case bases. Tenant's responsibility shall not exceed the owner's insurance policy deductible which is usually \$500 to \$1,000. **Tenant's Initials** _____
6. Air conditioning and heating systems will not function properly with a dirty filter. Find out where the filter is located, buy some spares, and replace regularly. Tenant agrees to meet reasonable standards of housekeeping to prevent the occurrence of dust and mold. This will save the tenant money in utility bills. If repairs are necessary due to the filter not being changed, the tenant will be responsible for repair costs.
7. The cost of any damage or repair that is deemed to be the tenant's fault will be billed to the tenant; likewise if there are any unnecessary service calls such as tripped breakers, installation of light bulbs, incorrect thermostat setting, lighting pilot lights for a gas appliance or furnace or a diagnosis that the "item" was functioning properly and no repair was needed etc., the tenant will be responsible for the cost of those repair calls also. The cost to remedy a sewer line or drain backup will be the tenant's responsibility unless the cause of the blockage is either a collapsed sewer line or tree roots. Repair calls may be called in during normal business hours Monday through Friday, 9:00 a.m. to 6:00 p.m. No repair calls other than Emergency repair calls after hours or on weekends please. **Tenant's Initials** _____
8. 30 DAY WRITTEN NOTICE from tenant is required prior to vacating even in the event of an armed forces transfer (copy of orders is required). 30-day notice begins upon receipt of written notice by owner and tenant must pay rent through the end of the 30-day period. **Tenant's Initials** _____
9. CHECK-OUT PROCEDURE: Keys must be brought to Realtor when the house is completely free of all personal items and is clean. Tenant is responsible to have carpet professionally cleaned from a company approved by the property manager with receipt of cleaning furnished to realtor upon checking out. The list of approved companies will be sent to the tenant along with a list of items that tenant needs to clean before turning in keys after receipt of 30-day notice. Tenant is to leave all utilities on for a 7 day period to allow Realtor to inspect the premises. Said period obligations are met. Tenant's security deposit and rent refund, if any, will be mailed to tenant after the home is inspected and cleared. Please leave a forwarding address when turning in keys. An itemized report will be mailed to tenant of any deductions from deposit.
10. **Tenant accept/declines to have all exterior locks changed. Initials** _____. If accepted Tenant agrees to pay locksmith \$50 upon execution of lease agreement to have front & back locks changed. Tenant is responsible for safekeeping and replacement of all keys to the property. In the event the tenant is locked out of the premises the tenant must come to the Realtor for a passkey. In the event a locksmith is called the tenant shall be responsible for cost. The tenant may not install

or re-key existing locks without prior written consent from owner

11. Concerning refrigerators, automatic garage door openers & storm doors if provided: It is agreed that these items are not considered "essential services" & tenant agrees to accept them in "as-is" condition. Malfunction of these items will be handled on a case x case basis however the owner is not obligated to make the repair & may disconnect or remove the item at owner's sole discretion.
12. Tony Capuccio is a Real Estate Broker/Owner. It at some point in the future the tenant considers buying a home in Lawton, OK, the tenant is encouraged to use Tony. Tony has information and access to all homes on the sales market

Date _____, 20__

Tenant _____

Tenant _____

Capuccio Dream Homes Realty _____