

Chk if credit/background check is complete
 Is the lease filled out with address, dates, signatures of lessees?
 Application filled out completely and stapled to the back of original lease?
 Lease Manager received Lease/application off AVL LIST, AVL BOARD, WEB-SIGHT, SIGN DOWN?
 Entered in Computer (full name, date, #'s/e-mail, rent/deposit, tenant code, "Late2 on 2nd pg. pro-rated rent"?

PROPERTY # _____
 Lease Updated as of 11/28/17
 Fax # (405) 372-9241

Office use only above this line

JAMES CREEK Lease Agreement

Campbell Property Management
 1776 West Lakeview, Stillwater, OK 74075, (405) 372-9225

THIS LEASE AGREEMENT, made this _____ day of _____, 20____, between CAMPBELL PROPERTY MANAGEMENT, 1776 West Lakeview, Stillwater, Oklahoma, hereafter called "Lessor" and (PRINT NAMES) _____,

hereafter called "Lessee." WITNESSETH: Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, the following described premises, TO WIT:

_____, Stillwater, _____ County, State of Oklahoma, to be used by Lessee as a lawful private dwelling, and the appurtenances thereunto belonging, and also all furniture, carpets, and other personal property specified in the schedule hereto annexed and marked "Exhibit A" and made a part hereof, during the term of _____ month(s), beginning _____, 20____, and ending _____, 20____.

IN CONSIDERATION WHEREOF, and of the Covenants, Responsibilities, Rules and Regulations, hereinafter expressed, it is covenanted and agreed, by Lessor and Lessee, and each of them, as follows:

1. **RENT:** Lessee agrees to pay Lessor, or Lessor's authorized agent, in advance at the office of Lessor or said agent at 1776 West Lakeview, Stillwater, Oklahoma, on **THE FIRST day of each month** the amount of _____ dollars (\$ _____), per month. Lessee shall pay to Lessor a \$40.00 fee for each check returned.

2. **LATE PAYMENT CHARGE:** Rent due & not paid **on or before the 2nd day of each month on or before 5:00 p. m.** shall incur a late payment charge, which Lessee agrees to pay to Lessor, in the amount of **\$80.00, plus \$10.00 per day** for each day thereafter that rent or balance due remains unpaid. We cooperate with District Attorney Bogus Check Program. Rent is not paid, if a check is returned unpaid to Lessor until that check is satisfied & paid in full to Lessor along with all Late Payment Charges & Returned Check fees.

3. **RENTAL DEPOSIT:** Lessee agrees to deposit with Lessor, at the time of signing this Lease, _____ dollars (\$ _____), said sum to be returned to Lessee when the premises are vacated in the same clean condition as they were when received by Lessee, all keys returned, and ALL terms of the Lease, Move-out Cleaning Instructions, and Rules and Regulations have been fully performed by Lessee. **BY OKLAHOMA LAW, A LANDLORD HAS 45 DAYS FROM THE END OF A LEASE TO RETURN A SECURITY DEPOSIT TO LESSEE if due, to the address OF THE CURRENTLY LEASED UNIT. FORWARD ALL MAIL SO YOU WILL RECEIVE YOUR DEPOSIT.** No interest shall be paid on deposits or prepaid rent. If Damages are "caused by Lessee" that are in excess of the deposit or portion that is thereof, Lessee(s) will be liable for the charges.

4. **KEY FEE:** Lessee (each tenant) agrees to pay to Lessor, for keys, at the time of signing this Lease, Fifteen dollars only (**\$15.00**), said sum is non-refundable. If additional keys are requested, then additional fees will be required. Lessee shall not have additional keys made other than by Lessor.

5. **OCCUPANTS:** No more than _____ authorized occupants, **UNLESS OTHERWISE AGREED** in writing, shall be permitted in the dwelling unit. This includes but is not limited to "overnight guests." **Lessee shall pay \$400.00 per month additional rent for each unauthorized person in the dwelling unit.** The only authorized occupants of the premises are (full legal names, which must be on a rental application. Lessor may deny any application.): 1) _____

2) _____ 3) _____ 4) _____

6. **UTILITIES:** Utilities **MUST BE TURNED ON IN LESSEE'S NAME** from the beginning of this lease **UNTIL 5 DAYS AFTER THE END OF THIS LEASE** or until the first day of the following month after the end of this lease and/or any extensions of this lease. Lessee agrees to pay and hold Lessor

harmless from, and not limited to, payment of any and all expenses on said premises for bills or assessments for electricity, garbage, cable, internet, telephone, and any other expenses incidental to said property. **If the garbage service is provided by someone other than the City of Stillwater for garbage Collection, whether at the beginning or in the middle of this lease agreement, then monthly payment will be made to Jim Campbell Property Management instead of the City of Stillwater.** If Lessor pays Lessee's bill then Lessee will be subject to an extra charge of \$50.00 in addition to amount paid; Lessor shall be under no obligation to make any such payment.

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7. **DAMAGES TO PREMISES:** Lessee is and shall be responsible and liable for injury or damage done to the leased premises or the building in which the same are located, by Lessee, their employees, or any occupant of or other persons whom Lessee permits to be in or about the leased premises. Lessee is liable for any damage to the premises caused by Lessee's failure to properly heat the premises as needed. In the winter months heat always needs to be set at 60 degrees or above (Do not forget to leave your heat ON if you leave for Christmas Vacation!!!) In the summer months the premises need to be cooled to at least 80 degrees or below. (Anything above 80 degrees is bad on appliances, woodwork etc.) Lessee is liable for the freezing of outside water faucets caused by failure of Lessee to disconnect water hoses. Lessee is liable for stoppage ALL of plumbing drains unless determined to be faulty pipes. Lessee is also liable for any and all stains and/or smells on the flooring/carpeting of the unit. Lessee shall pay the expense of replacing all broken glass, orn or missing screens, and shall replace all lost or broken keys and maintain the premises in such condition, order and repair as the same are in at the commencement of the term of this Lease Agreement, or may be put in during the term, reasonable wear, tear and damage by fire or other casualty excepted, and Lessee shall permit no waste or damage on or to leased premises nor allow the same to be done, but Lessee shall take good care of the same. Lessee shall not attach any article of permanent character without the prior written consent of the Lessor. Lessee shall on termination of this Lease Agreement surrender to Lessor the quiet and peaceable possession of the premises in like and good order as at the commencement of the term, reasonable wear and tear accepted. **Only approved hangers for pictures may be used. No hangers of any type are allowed in wallpaper, woodwork, doors.**

8. **POSSESSION:** Lessor shall not be liable for failure to deliver possession of the leased premises, other than to the extent of abatement of rent pro-rated from the date of the commencement of this Lease to the day possession is delivered to Lessee on the rental basis herein set forth. If Lessor determines your unit is to receive new carpet, flooring, or paint, Lessor will have at least 1 month after beginning date of lease to complete installation. No rent will be pro-rated for incomplete flooring or painting etc.

9. **RE-ENTRY:** Should Lessee at any time during the continuance of this Lease Agreement violate any provision in this Lease, allow waste or damage to be committed, or remove or attempt to remove furniture and effects from the leased premises, or if execution or other process be levied upon the interest of Lessee in this Lease, or if a petition in bankruptcy court be filed by or against Lessee in any Court of competent jurisdiction, Lessor shall have the right, at Lessor's option, to re-enter and take possession of the leased premises and to annul and terminate this Lease at any time.

10. **SUBLEASING:** Lessee shall not have the right or authority to sublet the premises or any part thereof, or to transfer or assign this Lease Agreement without the prior written consent of Lessor. All proposed Sublessee(s) and occupants must complete a Tenant Information Application. If Lessor gives consent to sublet, it must be in writing fully accepting and agreeing to all terms of this Lease Agreement and Lessee must notify Lessor in writing stating Lessee's intention to sublet and include a date the Lease premises will be available for occupancy by another lessee. If Lessee's right to possession is terminated and **Lessor and Lessee agree to relet the premises** for the benefit of Lessee, Lessor shall not be required to accept any tenant offered by Lessee and the expense of reletting and collection shall be computed at the rate of **75% of the total amount of monthly rent.** This includes Lessee wanting to vacate leased premises before the lease term expires. Any subleasing shall not release Lessee from the obligations of this Lease.

11. **PROHIBITED PURPOSES:** Lessee shall not permit any illegal, unlawful or immoral practice to be committed on the premises, nor shall Lessee permit them to be used as a boarding or lodging house, for rooming or school purposes, nor for instruction in music, nor for any purpose that may increase the

insurance rate; nor shall Lessee permit to be kept or used on the premises inflammable fluids or explosives without the prior written consent of Lessor, nor permit them to be used for any purpose which may injure the reputation of the building or which may disturb the tenants of the building or the tenants of the neighborhood. We cooperate fully with the Stillwater Police Department on all issues and all of their rules and regulations concerning illegal drug use, noise, loud party and alcohol complaints. A copy of these rules can be obtained by contacting the Stillwater Police Department.

12. **CONDITION OF PREMISES:** Lessee has examined the premises and is satisfied with the physical conditions thereof. Lessee agrees that taking possession of the leased premises is conclusive evidence of receipt of them in good order and repair, except as otherwise specified in Exhibit "B", attached hereto and made a part of this Lease, and Lessee agrees that no representations as to the condition or repair have been made except as contained in this Lease. Lessee agrees that no promise to decorate, alter, repair, or improve the leased premises has been made except as contained in this Lease.

13. **ABANDONMENT:** If the leased premises shall be abandoned or become vacant during the term of the Lease, without Lessee having paid in full the rent for the entire Lease term, then rent for the term of the Lease Agreement shall be immediately due and payable. Then and in such case Lessor shall have the right, at Lessor's option, to take possession of the leased premises and let the same for Lessee; at the expense of Lessee; upon such rent and terms available; and apply the proceeds received from such letting toward the payment of the rent, damages, and other expenses of Lessee under this Lease, and such re-entry and reletting shall not discharge Lessee from liability for rent, nor from any other obligations of Lessee under the terms hereof. Any property left in the apartment by Lessee shall be disposed of as provided by law.

14. **RULES:** Lessee shall comply with all rules and regulations now or at any time hereafter during the term of this Lease Agreement adopted by Lessor, & posted in or about the building, or otherwise brought to the notice of Lessee, both in regard to the building as a whole & as to premises herein leased.

15. **FIRE CLAUSE:** In the event the leased premises are totally destroyed by fire, rain, wind, or other cause beyond the control of the Lessee, or are condemned and ordered torn down by the properly constituted authorities of the State, County, or City, then in any of these events the Lease shall cease and terminate as of the date of such destruction. If the leased premises are injured by fire, rain, wind, or other cause beyond the control of Lessee so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let, and if the leased premises are repairable within a reasonable time, then in that event, this Lease shall remain in full force and effect, but there shall be an abatement in rent in the proportion that the damaged portion of the leased premises bears to the whole of said leased premises.

16. **PERSONAL PROPERTY/STORAGE:** Personal property placed in the leased premises, or in the store rooms or in any other portion of said building or any place appurtenant thereto, shall be at risk of Lessee, or the parties owning the same, and Lessor shall in no event be liable for the theft, destruction, loss of or damage to such property or for any intentional act or negligence of any co-tenants or servants of tenants or occupants, or of any other person whomsoever in/about the building.

17. **KITCHEN:** Only such room in leased premises as designated by Lessor shall be used as kitchen/cooking room.

18. **BREACH BY LESSEE:** Should Lessee fail to pay the rent or any part thereof, as the same becomes due, or violate any other term or condition of this Lease, Lessor shall have the right, at Lessor's option, to re-enter the leased premises and may terminate the Lease; such re-entry shall not bar the right to recovery of rent or damages for breach of covenants, nor shall the receipt of rent after conditions broken be deemed a waiver of breach; and in order to entitle Lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of this Lease signed by the parties hereto being sufficient notice of the rent being due and demand for the same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding. If Lessee vacates or abandons the premises before expiration of this Lease, Lessee's right to possession of the premises is terminated; BUT THE LEASE TERMINATES ONLY IF LESSOR SO ELECTS.

19. **INSTALLATION OF EQUIPMENT:** Lessee agrees not to install mechanical equipment, or a television or radio antenna within the premises or outside thereof without Lessor's prior written consent.

20. **HOLDOVER:** If Lessee shall remain or continue to be in possession of the leased premises or any part thereof after the expiration of the term of this Lease, Lessor may, at their

option, have the right to terminate the Lease, to charge Lessee as liquidated damages for the time such possession is withheld a sum equal to twice the amount of monthly rent prorated daily until vacated, or to treat such holding over as a renewal by Lessee of the Lease on a month to month basis, or renewal for a full term, at a rental rate up to twice the prior rental rate.

Initial Lessee Initial Lessee Initial Lessee Initial Lessee

21. **NOTICE OF REQUEST FOR RENEWAL OF LEASE TERM:** Lessee shall, in writing, notify Lessor not later than 250 days prior to the expiration of the term of this Lease agreement if Lessee desires to renew this Lease Agreement for an additional term. In the event that Lessee fails to so notify Lessor, it shall be presumed that Lessee does not intend to renew the term of this Lease Agreement, and the Lease Agreement shall terminate without further notice on the ending date set forth above, unless extended in writing by Lessor or under paragraph 20 above.

22. **NOTICES:** All notices and demands or any other writings in this Lease Agreement required to be given, made or sent by either party to the other shall be deemed fully given or made when made in writing & personally delivered or deposited with the United States Post Office, first class mail, postage fully prepaid and addressed as follows:

Lessor: **Campbell Property Management, 1776 West Lakeview, Stillwater, OK 74075**
Lessee(s): **(PRINT NAMES/address of rental unit)**

23. **LANDLORD TENANT ACT:** It is the intent of this Lease to comply fully with the Oklahoma Residential Landlord and Tenant Act, as amended ("the Act"). If any provision of this Lease shall be in conflict with the Act, the applicable provision of the Act shall govern this Lease; however, all other provisions shall remain in full force and effect.

24. **INDEMNIFICATION:** Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any member of Lessee's family, or by any person whomsoever who may at any time be using or occupying or visiting the premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Lessor or Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify and insure Lessor against all claims, liability, loss, cost, expense, or damage whatsoever, including attorney fees, on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the property of Lessee in, on, or about the premises, and for injuries to persons or property of Lessee in, on, or about the premises, and for injuries to persons or property in or about the Premises, from any cause arising at the premises leased by the Lessee generally and/or in common with other tenants.

25. **PETS:** No Pets/Animals are allowed on or about the leased premises. This includes but is not limited to pets of others that may be visiting Lessee. If a pet is found on or about the leased premises, the Lessee will automatically forfeit the entire amount of Lessee's security deposit and the Lease may be immediately terminated at Lessor's option. Lessee shall pay to Lessor a \$600.00 fee Plus \$100.00 fee per day per incident fee if a pet is found. Lessee shall also be responsible for all damages and cleaning charges to remove smell, hair, etc. left by pet to Lessor's satisfaction.. Pet checks conducted once a month.

Lessee(s) Initials _____

LESSEE INDOOR MAINTENANCE RESPONSIBILITIES

1. Tile tub/shower, clean with a spray foam tub and tile cleaner or **Lime Away** as needed.
2. Granite/formica counter-tops and Bathroom lavatories, window sills, and stainless steel sinks to be cleaned **ONLY** with Soap/water. **No scouring powder.**
3. **Light bulbs** should be replaced when needed. **Smoke detector batteries** should be kept fresh..
4. **Thermostats** should be programmed correctly if you want them to heat and cool properly.
5. **All appliances** will be cleaned with "appliance safe soaps/cleaning solutions". Be especially careful with the smooth-top stove burners on stoves and surrounding area. **DO NOT WAX** tile floors. Use only **WATER OR VINEGAR AND WATER.**

6. Carpet should be vacuumed at least once each week. Carpets cleaned at least once per year.
7. **Change Air Conditioning Filters regularly (12 times per year).** Lessor reserves the right to change A/C and heating filters but ultimately it is the lessee's responsibility. **SERVICE CALLS made because of heat/air-condition not working properly, if determined to be lessee's fault due to Air-Condition Filter has not been changed frequently enough will be charged back to Lessee.**
8. Lessee is to read carefully, operating instructions, and is responsible for proper use of Thermostats in all the bedrooms and in the living area in association with the heat pump. (Please take the time to fully program your thermostat (if applicable). This will insure that your Heat/Air-Conditioning unit is operating at the highest possible efficiency. Lessee is to read carefully, operating instructions, and is responsible for proper use of self-cleaning oven, Smooth top stove burners, Dishwasher, Microwave, WASHER/DRYER, and refrigerator etc.

LESSEE OUTDOOR MAINTENANCE RESPONSIBILITIES

1. Lessee is responsible to keep area around and outside their exterior doors clean. Keep from scuffing the exterior or interior of door. Scuffmarks will be fixed at cost to the lessee.
2. **PARKING ONLY ALLOWED IN DESIGNATED PARKING AREAS ONLY.**
3. **NO JUNK in yards, or around door and approach or around the entire exterior of unit.**
4. Cigarette butts, trash, etc, in/around yards, door/approach will be picked up & charged to Lessee.
5. If trees/plants are provided with your unit they need watered periodically.
6. The exterior unit of the central heat and air conditioning needs to be kept free from grass clippings and weeds so it can "breathe". This will help the efficiency of the air conditioner and keep your house cooler during hot weather. If it gets clogged please spray out the coils with a water hose.
7. **Garbage Collection Rules:** Each lessee is responsible for buying garbage containers and keeping all garbage at all times inside the containers. Your garbage must be bagged and placed in the container(s) by the street curb only on the days specified by your garbage provider. If any garbage is left on porches or in yards or by the streets and is not contained then it will be picked up and hauled off at lessee's expense. A list of rules is available at the City of Stillwater (Customer Service Division) 372-0025. (If Lessor chooses to hire a private company to provide garbage service then a charge will be added to the lessee's account to pay for this service.)

MOVE-OUT INSTRUCTIONS

1. **All KEYS, Garage Remotes, Gate Remotes** must be returned to our office at 1776 W. Lakeview. **NO EXCEPTIONS!** If all keys are not returned to our office by **midnight on or before the lease ending date** then the unit will be re-keyed at the lessee's expense. Garage Remotes not returned to our office will be charged to Lessee at **\$60 per remote**. Gate Remotes not turned in will be charged to Lessee at **\$50 per remote**. **Keys, Garage Remotes, Gate Remotes WILL NOT BE COUNTED** if they are left inside the unit or mailed.
2. **A Preparation fee of \$300** will be charged to lessee upon move out. This fee reimburses: **Touching-up walls with paint OR PARTIAL PAINTING REIMBURSEMENT**, replacing any Light bulbs (including light bulb in refrigerator and above the range), replacing any door stops, replacing A/C filter, replacing batteries in smoke detectors, replacement of outlet and switch plates (if needed), replacing toilet seat, door stops. General Cleaning is **NOT** covered in preparation fee.

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3. Sinks, stove/oven, refrigerator/freezer, dishwasher, bathtubs, commode, lavatories must be clean.
 4. Baseboards vacuumed. Wipe with a damp cloth if necessary. Cobwebs removed.
 5. Kitchen cabinet door fronts cleaned and waxed (liquid gold). Shelf paper must be removed and shelves cleaned; thoroughly vacuum all drawers.
 6. Light fixtures/windows cleaned if needed. Fingerprints/grime removed from doors/walls/etc.
 7. Kitchen and bath floors mopped and/or cleaned with no wax floor cleaner.
 8. **Carpet steam cleaned by Professional Only. Portable machines from local grocery stores or at other rental places are NOT SUFFICIENT AND WILL NOT BE RECOGNIZED IF USED.** The following carpet cleaning companies are approved: **PC Carpet Cleaning 405-714-4342, Cherry Carpet Cleaning 405-377-5400.** Others by **written permission only.**
 9. Resident (Lessee) to notify Lessor at least 24 hour prior to desired check-out time, excluding Sundays and Federal Holidays. Resident (Lessee) must have all utilities on at the time of check-out. If utilities must be turned on, the resident is responsible for all charges.

- ◆ **Return ALL keys, ALL garage remotes, and ALL gate remotes on the day you vacate the premises. BRING THEM TO OUR OFFICE (1776 W. Lakeview) AND TURN THEM IN AT FRONT DESK OR DROP IN OUR DROP BOX.**

10. A complete list is available at our office with instructions on what we check upon move out.
11. If after Lessee has vacated the unit, cleaning needs to be done; an hourly charge will be added.
12. Deposit will be sent to rental address. Forward your mail to receive your deposit.

RULES AND REGULATIONS

1. **RENT IS DUE ON or before THE 1st DAY OF EACH MONTH, and past due on the 2nd day of each month after 5:00 p. m.** If you pay with cash, you must have the exact amount.
2. Rent not paid before the 2nd day of each month before 5:00 p. m. shall be increased by \$80.00, and \$10.00 for each day thereafter until rent is fully paid.
3. Rent payments are to be mailed or delivered to Campbell Property Management, 1776 West Lakeview, Stillwater, OK 74075. (WE PROVIDE A DROP BOX FOR AFTER HOURS.) **NO CASH IN DROP BOX. There is also a drop box at "The Chapel" on James Creek premises.**
4. No justification will be recognized for refusal to make prompt rental payment by virtue of any defective and/or operative condition which develops.
5. A fee of \$30.00 for each returned check in addition to the amount of the returned check, plus applicable Late Charges We cooperate with District Attorney Bogus Check Program.
6. A charge of \$10.00 will be made for replacement of each door key and each mailbox key.
7. Lessee shall not change any lock(s) or re-key locks without prior written consent from Lessor.
8. Lessee shall pay to Lessor a \$40.00 fee each time a lockout occurs.
9. Proper use is required to prevent clogs/stop-ups of disposals.
Only food that has to be scraped from your plate is allowed. Water should be running before, after, and during the process. All disposal clogs or stoppages will be charged to lessee unless it is determined to be malfunction of the disposal.
10. Nothing shall be placed on the outside of the buildings, yards, or in the windows, or projections, and no signs or advertising notices of any kind shall be placed on any part of the building or on the doors of any apartment therein.
11. Lessee shall be responsible for all damages to the premises, staircases, hallways and lawns, trees, plants, however caused by Lessee or Lessee's agents, invitees, guests, or others, and particularly by moving furniture, boxes, or bulky articles in or about the premises. Lessee shall also be responsible for any and all damages caused by lessee or lessee's vehicles driven by agents, invitees, guests, or others on or about the premises etc... Lessor reserves the right to conduct a damage and pet check on a regular basis if the need arises.
12. Lessee, or Lessee's agents or employees, must give immediate notice to Campbell Property Mgmt. of any accident or injury to any person, or of any damage to the premises or furnishings. If maintenance has to be performed and the cost of repairs are considerably higher due to untimely notice by lessee it will be charged to the lessee.
13. Lessor reserves the right to restrict the placement of items such as rugs, towels, bathing suits, suits, etc. on the stairways, and in the yards of the complex.
14. Do not do repair work, change oil, or empty ashtrays on streets, driveways, garages, or entryways. Any oil stains will be cleaned up and charged back to the lessee(s).
15. **Vehicles must be parked inside garage at all times. Only 6 vehicles allowed at any one time.**
16. No mechanical equipment, TV or radio antennas, phone or cable outlets shall be installed within the premises or outside without prior written consent from Lessor.
17. Waterbeds are allowed only with the prior written consent of the Lessor.
18. No bicycles or motorcycles will be stored inside living area without written consent of Lessor.
19. **Lessor requires the Lessee(s) obtain personal (renter's insurance/personal liability Insurance). The Lessor has no insurable interest in Lessee's personal property and will not be liable for any action of Lessee, Lessee's family, guests or invitees.**
20. The ceilings, woodwork, doors and wallpaper must not be marred by nails, screws, glue, etc. Pictures may be hung with small picture hangers. No adhesive.
21. No alterations, additions or improvements shall be made in the leased unit without prior written consent of Lessor and when so made, the same shall become property of the Lessor.
22. **DO NOT leave windows open. Lessee is liable for any damage to woodwork, blinds, or carpet.**

23. Lessee is responsible to change their own Air Condition Filters. However Lessor reserves the right to change the A/C Filter at Lessor's option.
24. Leave heat on in cold seasons so there will not be any frozen and broken water lines. If your thermostat is left OFF or below 60 degrees in the cold season and the pipes in your unit freeze and break when they thaw out they can flood the entire unit with thousands of gallons of water. If this occurs it will be charged in full to the lessee. If your heat is left off and has to be turned on to avoid possible frozen pipes during winter months then a **\$50 charge will apply.**
25. Pre-leasing: **The rental deposit is to be paid at or before time of signing Lease Agreement.**
On leases to begin on the first day of any month, that month's rent is to be paid on or before the first of that particular month. If first months rent is not paid when due (as stated in Lease), then Lessee forfeits entire rental deposit and Lessor has the right to rent the unit to another person, all at Lessor's option.
26. **ALL Campbell Property Management units are NO-SMOKING units.** Smoke outside only. All cigarette butts left on the porch or ground will be picked up and the cost of having this done will be charged to the lessee. Any odors that have to be removed will be charged to the Lessee.
27. If you cook with heavy grease or (cooking) curry powders then all smell needs to be removed from the unit **before and after use.** (CLEAN UP YOUR MESS AFTER COOKING). Violation of this clause could result in immediate eviction, at Lessor's option, and Lessee will be responsible for all charges needed to **completely remove odors.**
28. **False requests for maintenance will be charged to Lessee. Also requests that are found out to be the Lessee's fault will be charged to the lessee.**
29. When you have vacated the unit do not forget to return all gate/garage remotes to the office. If we have to replace any remotes they will be charged to Lessee at a rate of \$60 per remote.
30. If something is spilled on the carpet, then call the carpet cleaning company immediately as **this may avoid further charges and /or replacement charges.**
31. **Maintenance Requests:** Can be submitted through our website: www.campbellmgmt.com
Just click on "maintenance" and follow the instructions or they can be written down in detail & dropped at our office or called in to our maintenance department at (405) 372-9225 ext 3
32. **Emergency AFTER HOURS Maintenance: Please call (405) 743-5045**
33. Park only in designated areas. Parking in yard for any reason will not be allowed. Speed limit will be 10mph while inside of James Creek unless otherwise posted.
34. Pool will open at 11:00 am and close at 11:00 pm unless otherwise posted.
35. Entrance gates will open at 7am and close at 7:00 pm unless otherwise posted.
36. The codes for the pool gates and Entrance gates will be changed periodically.
37. Your guests should not exceed **6 people** at any one time without written permission from Lessor.
38. Only **6 vehicles total** allowed at any house at any time. Mailboxes and cul-de-sacs must be kept free of parked vehicles. Do not park in NO PARKING areas. Vehicles will be towed if parked in NO PARKING areas. Please warn your guests. Garages must be used for vehicle parking and be clear of debris/stored items without items blocking the path of vehicles.
39. Provisions underlined, printed in bold, and/or requiring initials are not more important or less important than any other provision set forth herein, and those to be initialed are in full force and effect whether initialed or not.
40. This contains the entire agreement between Lessor and Lessee(s) and any change or modification must be in writing, dated, and signed by Lessor and Lessee(s).

IN WITNESS WHEREOF, we, the undersigned have executed this Lease Agreement, Lessee Indoor Maintenance Responsibilities, Lessee Outdoor Maintenance Responsibilities, Move-out cleaning Instructions, and Rules and Regulations the date and year first above written.

Campbell Property Management, Lessor

Lessee Date

Lessee Date

Lessee Date

Lessee Date

Lessee Date

Exhibit A

(Co-signer clause)

CO-SIGNOR: READ THIS CLAUSE CAREFULLY BEFORE SIGNING. I(We), _____

the undersigned Co-Signor(s) whose signature appears below, as a request and inducement to Campbell Property Management, Lessor, to make and enter into this Lease Agreement with Lessee, do hereby personally guarantee that all sums due under this Lease Agreement, or any renewal, extension or holding over by Lessee, shall be paid to Lessor in full when due. This shall include, but not be limited to, rent, late fees, key fees, cleaning, damages, repairs, relet fee, and collection fees with any court costs and attorney fees. I understand and agree that I am guaranteeing this Lease Agreement in total and all sums due or which may become due under the Lease Agreement, without limitation, and my guarantee is not limited to a particular Lessee, if there is more than one Lessee. I hereby state that I understand and agree that this guarantee shall continue in full force and effect until the termination of this Lease Agreement and shall remain in full force and effect as to any renewals, extensions or hold over under this Lease Agreement or renewals or extensions with or without notice to me. I understand and agree that Lessor shall not be required to seek prorata shares of sums due under this Lease Agreement or my personal guarantee and that there shall be no requirement that Lessor first or at any time seek to recover sums due from any Lessee or other Co-Signor prior to my guarantee making me fully personally liable for payment of all sums due. I understand and agree that sums due under my guarantee shall be fully due and payable under my guarantee when they are not paid when they become due and payable under the Lease Agreement, with or without any notice of non-payment due to me. I understand and agree that the release of any Lessee or other Co-Signor under this Clause of Lease Agreement does not release me from my obligations and liabilities as a Co-Signor and personal guarantor. All changes, modifications, release or termination to the Lease Agreement or this Clause must be made in writing and signed by Lessor and any other necessary party.

PLEASE READ: AS A CO-SIGNOR AND GUARANTOR OF LESSEE, I STATE THAT I HAVE READ THIS CLAUSE AND THE LEASE AGREEMENT AND HAVE FULLY STAISFIED MYSELF AS TO THE TERMS AND CONTENTS PRIOR TO SIGNING. FURTHER, I HAVE A COMPLETE COPY OF THIS LEASE AGREEMENT AND CO-SIGNOR CLAUSE OR WAS GIVEN FULL OPPORTUNITY TO READ IT AND MAKE A COPY TO KEEP FOR MY RECORDS PRIOR TO SIGNING AS CO-SIGNOR OR LESSEE.

Co-Signor

Co-Signor

Co-Signor

Co-Signor

Co-Signature Instructions: PLEASE HAVE THE "CO-SIGNER" APPLICATION AND this LEASE "CO-SIGNED" AND FAX BOTH APPLICATION AND LEASE TO 405-372-9241 or you can send it to the address listed on the first page of this lease.

(JTS: 01/03)

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO LANDLORD OR TENANT OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Property Management Agreement
- Lease/Rental Agreement

1. **Duties and Responsibilities.** A Broker who provides brokerage services to one or both Parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the Party or Parties signing a contract to sell, purchase, lease, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one Party, or working with both Parties:

- A. treat all Parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a Party to the transaction:
 - 1) receive all written offer and counteroffers;
 - 2) reduce offers or counteroffers to a written form upon request of any Party to a transaction; and
 - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the Party for whom the Broker is providing brokerage services when an offer is made that the Party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
- D. keep the Party for whom the Broker is providing brokerage services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a Party or prospective Party confidential. The confidential information shall not be disclosed by a Broker without the consent of the Party disclosing the information unless consent to the disclosure is granted in writing by the Party or prospective Party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1) that a Party or prospective Party is willing to pay more or accept less than what is being offered,
 - 2) that a Party or prospective Party is willing to agree to financing terms that are different from those offered,
 - 3) the motivating factors of the Party or prospective Party purchasing, selling, optioning or exchanging the property, and
 - 4) information specifically designated as confidential by a Party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one Party or both Parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both Parties.

2. **Brokerage Services provided to both Parties to the transaction.** The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide brokerage services to both Parties to the transaction. This could occur when a Firm has contracted with a Owner/Landlord to lease a property and a prospective Tenant contacts that same Firm to see the property. If the prospective Tenant wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both Parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each Party. When a Broker provides brokerage services to a landlord under a property management agreement, the services provided to the Tenant by the Broker shall not be construed as creating a broker relationship with the Broker and the Tenant unless otherwise agreed to in writing; however, the Broker owes to the tenant the duties of honesty and exercising reasonable skill and care.

3. **Broker providing fewer services.** If a Broker intends to provide fewer brokerage services than those required to complete a transaction, the Broker shall provide written disclosure to the Party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other Party in the transaction is not required to provide assistance with these steps in any manner.

4. **Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each Party in a separate provision, incorporated in or attached to the contract to sell, purchase, lease, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____

Roommate Agreement

This Agreement, dated this _____ day of _____, 20____, between _____, _____, _____, _____, _____ hereinafter referred to as "roommates".

Roommates hereby agree to be responsible starting on the 1st day until the last day of the current signed lease with our landlord, _____. (The Landlord in no way warrants or is liable for any items in this agreement whatsoever. This is an agreement between roommates only.) The beginning date of that lease is _____, 20____ and the ending date is _____, 20____.

IN CONSIDERATION WHEREOF, and of the Covenants, Responsibilities, Rules and Regulations, hereinafter expressed, it is covenanted and agreed, by each Roommate, as follows:

Rent:

Each roommate agrees to split fees equally one/_____ (half, third, fourth, fifth) of the rent due each and every month and to be paid on time to the landlord, _____.

Late Fees:

Any Late Fees that accrue will be the sole responsibility of the roommate(s) who paid late and will be paid immediately when due.

Utilities:

Each roommate agrees to split fees equally one/_____ (half, third, fourth, fifth) of any and ALL utilities when due to particular provider owed.

Damages:

Each roommate agrees to pay for any and all specific damages done by them or their guests or their pets, if applicable, whether inside or outside of the unit rented.

Each roommate hereby agrees to split fees equally one/_____ (half, third, fourth, fifth) of any damages to unit unable to be determined who caused the damages whether inside or outside of the rented unit.

Pet(s):

If a pet is kept it will be with the Landlord's permission in writing only. The pet will be potty trained prior to living at our rental unit. If the owner of the pet is not at home the pet will be crated. It is also agreed that the pet will be given plenty of food and water each day and its needs will be fully taken care of daily by the pet's owner. The pet(s) will be taken outside to enjoy the outdoors every day with the exception of extreme weather temperatures only.

Guests:

Any guests of any and or all of the roommates will be the full responsibility of the roommate(s). Their actions will be the full responsibility of roommate(s) whom they are guests of.

Overnight Guests:

All overnight guests will be agreed to verbally BEFORE they enter the rental unit. Their stay shall be no longer than one night unless otherwise agreed to in writing by all roommates and Landlord.

Unauthorized Occupants:

No unauthorized occupants shall be allowed to stay in the rental unit without written permission from Landlord and all roommates.

Sub-leasing: No roommate(s) shall have the right to sub-lease any room out to anyone not agreed to in writing by all roommates and Landlord at any time whatsoever.

No-smoking:

It is agreed that no smoking of any kind will be done inside of the rented unit at any time whether by roommate(s) or their guests.

Key/Garage door remote/Gate Remotes:

It is agreed that any and all keys, garage door remotes, or gate remotes will be accounted for and none will be given to any friends or guests of roommates without written permission from all roommates and Landlord.

This agreement remains in full force and effect whether or not any one or particular roommates are residing inside the rental unit.

This contains the entirety of the roommate agreement and IN WITNESS WHEREOF, we, the undersigned have executed this Roommate Agreement and agree to all of the words expressed in this agreement.

_____ Roommate	_____ Date
_____ Roommate	_____ Date
_____ Roommate	_____ Date

_____ Roommate	_____ Date
_____ Roommate	_____ Date
_____ Roommate	_____ Date

