

# OKLAHOMA LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

## LANDLORD:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## TENANT(S):

Name(s):

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

## I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at the following address (the "Premises"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: Oklahoma

Zip Code: \_\_\_\_\_

The Premises includes the following appliances/amenities:

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## II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** This Lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the end of the term, this Lease shall (check one):

☐ Convert to a month-to-month tenancy.

☐ Terminate unless a new lease is signed.

☐ **Month-to-Month.** This Lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continue on a month-to-month basis until terminated by either party with at least thirty (30) days' written notice.

## III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

\_\_\_\_\_ per month.

1. **Due Date:** Rent is due on the \_\_\_\_\_ day of each month.
2. **First Month's Rent:** The Tenant shall pay the first month's rent in the amount of \$ \_\_\_\_\_ upon the execution of this Agreement.
3. **Payment Method:** Rent shall be paid by:  
☐ Check   ☐ Cash   ☐ Money Order   ☐ Electronic Transfer (ACH/Zelle/Venmo)

Payment instructions:

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#### IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as a Security Deposit.

1. **Escrow Account:** Pursuant to **41 Oklahoma Statutes § 115**, the Landlord shall keep the Security Deposit in an escrow account for the benefit of the Tenant. The account is maintained at the following federally insured financial institution:

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. **Return of Deposit:** In accordance with **41 Oklahoma Statutes § 115**, the Landlord shall return the balance of the Security Deposit to the Tenant within forty-five (45) days after the termination of the tenancy, delivery of possession, and written demand by the Tenant. If any deductions are made for damages beyond normal wear and tear or unpaid rent, the Landlord shall

provide a written itemized list of such deductions.

## **V. LATE CHARGES AND RETURNED CHECKS**

1. **Late Fee:** If rent is not received by the Landlord by the \_\_\_\_\_ day of the month, the Tenant agrees to pay a late fee of \$ \_\_\_\_\_ .

2. **Returned Checks:** If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant shall pay to the Landlord a returned check fee of \$ \_\_\_\_\_ .

## **VI. OCCUPANTS AND USE**

The Premises shall be used as a private residence only. Only the following individuals may occupy the Premises:

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Guests staying more than \_\_\_\_\_ days without prior written consent of the Landlord shall be considered a breach of this Agreement.

## **VII. UTILITIES**

The parties agree to be responsible for the following utilities and services:

| Utility/Service | Landlord | Tenant |

| :--- | :---: | :---: |

| Electricity | ☐ | ☐ |

| Gas | ☐ | ☐ |

| Water/Sewer | ☐ | ☐ |

| Trash Collection | ☐ | ☐ |

| Cable/Internet | ☐ | ☐ |

| Lawn Care | ☐ | ☐ |

| Snow Removal | ☐ | ☐ |

## **VIII. MAINTENANCE AND REPAIRS**

1. **Landlord's Duties:** Pursuant to **41 Oklahoma Statutes § 118**, the Landlord shall:

- a. Keep all common areas in a clean, safe, and sanitary condition;
- b. Make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
- c. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied by the Landlord;
- d. Provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste; and
- e. Supply running water and reasonable amounts of hot water at all times and reasonable heat.

2. **Tenant's Duties:** Pursuant to **41 Oklahoma Statutes § 127**, the Tenant shall:

- a. Keep that part of the Premises that the Tenant occupies and uses as clean and safe as the condition of the Premises permits;
- b. Dispose of all ashes, garbage, rubbish, and other waste in a clean and safe manner;
- c. Keep all plumbing fixtures as clean as their condition permits;

d. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances;

e. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or permit any person to do so; and

f. Conduct themselves and require other persons on the Premises with their consent to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.

## **IX. RIGHT OF ENTRY**

Pursuant to **41 Oklahoma Statutes § 128**, the Landlord shall have the right to enter the Premises to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in case of emergency or unless it is impracticable to do so, the Landlord shall give the Tenant at least one (1) day's (24 hours) notice of the Landlord's intent to enter and may enter only at reasonable times.

## **X. PETS**

☐ **No Pets.** No animals are allowed on the Premises without the prior written consent of the Landlord.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s) on the Premises:

Type/Breed: \_\_\_\_\_ Weight: \_\_\_\_\_

\_\_\_\_\_

Type/Breed: \_\_\_\_\_ Weight: \_\_\_\_\_

\_\_\_\_\_

The Tenant agrees to pay a non-refundable pet fee of \$

\_\_\_\_\_ and/or an additional pet deposit of \$

\_\_\_\_\_ .

## **XI. LEAD-BASED PAINT DISCLOSURE**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

Check one:

- ☐ The Premises was built prior to 1978. The Landlord has provided the Tenant with a Lead-Based Paint Disclosure and the EPA pamphlet "Protect Your Family from Lead in Your Home."
- ☐ The Premises was built in 1978 or later.

## **XII. REQUIRED OKLAHOMA DISCLOSURES**

### **1. Flooding Disclosure (41 Oklahoma Statutes § 113a):**

The Landlord hereby discloses whether the Premises has been flooded within the past five (5) years.

- ☐ The Premises HAS been flooded in the past five (5) years.
- ☐ The Premises HAS NOT been flooded in the past five (5) years.

### **2. Methamphetamine Disclosure (41 Oklahoma Statutes § 118(C)):**

The Landlord discloses that:

- ☐ The Landlord has NO knowledge that the Premises was used for the manufacture of methamphetamine.
- ☐ The Landlord HAS knowledge that the Premises was used for the manufacture of methamphetamine and the level of contamination has not been remediated to below the standards

established by the Department of Environmental Quality.

### **XIII. DEFAULT AND REMEDIES**

If the Tenant fails to pay rent when due, the Landlord may provide a written notice stating that the lease will terminate if rent is not paid within five (5) days, pursuant to **41 Oklahoma Statutes § 131**. If the Tenant breaches other provisions of this Agreement, the Landlord may deliver a written notice specifying the acts and omissions constituting the breach and that the Agreement will terminate upon a date not less than fifteen (15) days after receipt of the notice if the breach is not remedied within ten (10) days, pursuant to **41 Oklahoma Statutes § 132**.

### **XIV. ABANDONMENT**

If the Tenant abandons or surrenders possession of the dwelling unit during the term of this Agreement and leaves household goods, furnishings, fixtures, or any other personal property in the dwelling unit, the Landlord may take possession of the property. If, in the judgment of the Landlord, the property has no ascertainable value, the Landlord may dispose of the property without any duty of accounting or liability to any party. If the property has value, the Landlord shall follow the procedures outlined in **41 Oklahoma Statutes § 130**.

### **XV. NOTICES**

Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**Landlord's Notice Address:**

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**Tenant's Notice Address:**

The Premises address listed in Section I.

**XVI. GOVERNING LAW**

This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Oklahoma, specifically the Oklahoma Residential Landlord and Tenant Act.

**XVII. ADDITIONAL TERMS AND CONDITIONS**

Additional terms and conditions of this Agreement are:

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**XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed this Agreement as of the day and year first above written.

**LANDLORD:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT (Co-Signer if applicable):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

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**NOTARY ACKNOWLEDGMENT\*\***

State of Oklahoma

County of \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant), to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me

that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

Signature of Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)