



Scarpa Properties  
 2651 E 21st St  
 Unit 100  
 Tulsa, OK 74114  
 United States  
 918-786-0886  
[www.ScarpaProperties.com](http://www.ScarpaProperties.com)

**RESIDENTIAL LEASE / RENTAL AGREEMENT**

*This is a Binding Legal Document. If not understood, legal counsel should be consulted before signing.*

1. **PARTIES.** This Lease Contract is between you, the resident (list all people signing the Lease Contract): \_\_\_\_\_, and us, Scarpa Properties, the Agent for the Owner. You have agreed to rent the Premises situated in the City of \_\_\_\_\_ and the County of \_\_\_\_\_ zip code \_\_\_\_\_ State of Oklahoma, described as \_\_\_\_\_, for use as a private residence only. The terms “you,” and “your” refers to all residents listed above and all occupants. The terms “we,” “us,” and “our” refer to Scarpa Properties and our agents and representatives. Scarpa Properties is a real estate Broker and is the Landlord’s Agent / Broker.

2. **OCCUPANTS.** The Premises will be occupied only by you and (list all other occupants not signing the Lease Contract): \_\_\_\_\_; no one else may occupy the Premises. Persons not listed above, must not stay in the Premises for more than five (5) consecutive days without our prior written consent, and no more than 2 occasions in any one-month.

|  |                 |
|--|-----------------|
| Rent for the period from _____ to _____      | \$ _____        |
| Security Deposit                             | \$ _____        |
| Non refundable Lease Administration charge   | \$ _____        |
| Security Deposit Foreclosure Protection Plan | \$ _____        |
| <b>Total due by lease start date</b>         | <b>\$ _____</b> |

3. **CONTRACT TERM.** The initial term of the Lease Contract begins on \_\_\_\_\_ and ends at 12:00 noon, on \_\_\_\_\_.

4. **SECURITY DEPOSIT.** The Security Deposit will secure the performance of your obligations. We may apply all portions of said deposit on account of your obligations. Any balance remaining upon termination will be returned to you. We may hold security deposit funds in savings account or timed instruments of deposit and you waive all rights to interest. It is agreed that \_\_\_\_\_ **Owner** / **X** **Agent** will initially hold your Security Deposit, subject to further assignment, as authorized. You may not apply security deposit as an offset or reduction to the payment of rent or other sums due under this Lease at anytime for any reason whatsoever. We will have the right to apply such portion(s) of the Security Deposit reasonably necessary to remedy any default(s) by you in the payment of rent, or to repair any damage to the Premises or property caused by you. Regardless of whether specifically stated in any applicable provision of the Lease, you will always be liable to us for any damage caused by you, any occupant, child, family member, guest, invitee, or licensee of yourself, or any other person on the Premises due to you. Regardless of any Security Deposit, if you are liable for any damages, you will pay us such damages upon demand. Our right to possession of the Premises upon your default will not be limited in any respect because we hold any security deposit. If we apply any portion of the Security Deposit for any purpose while you are in possession of the premises, you will promptly pay us upon demand the amount necessary to

restore the deposit to the original amount. Your legal liability to us will not be limited under any circumstances to the amount of the Security Deposit, but rather you remain liable for and will promptly pay us all sums due under this Lease in excess of the Security Deposit including but not limited to all amounts for damages and repairs. Upon vacating for any reason, if you do not leave the Premises in as good condition when you received from us, normal wear and tear accepted, we might apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. We may also apply the Security Deposit to effect repairs, or to pay any sum owed by you to us whatsoever, including but not limited to any amount for final cleaning or repair of floors, floor coverings, blinds, windows, walls, fixtures and appliances, and any damage caused to the Premises by smoking or smoke. If you do not return all keys to us upon the day you vacate, you will be charged an additional lease administration charge of \$50.00. We agree within sixty (60) days after termination of this Lease, or surrender and acceptance of the Premises whichever occurs last, we will mail to you at your last known address a written statement listing the full and specific reasons for all charges against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to you. Prior to vacating you will provide in writing to us, and the US Postal Service, each Resident's individual forwarding or last known address. You agree that any change of forwarding of last known address provided by you to us will only bind us if received for by us. If more than one person signed this lease, we may issue one check for the Security Deposit refund payable jointly to all Residents, and mail such check to any last known address of any Resident.

**5. RENT; CHARGES.** You will pay \$ \_\_\_\_\_ per month payable in advance and without demand. This includes rent of \$ \_\_\_\_\_ per months plus a resident amenity fee of \$30 per month. **Your rent must be received on or before the 1st day of each month (due date) with no grace period.** We may, at our option, require at any time that you pay all rent and other sums in certified funds, or one monthly check rather than multiple checks. If you don't pay on time, you'll be delinquent, and all remedies under this Lease Contract will be authorized. If your rent is not received on or before 12:00 noon on the 5th day of the month you'll pay a late charge of ten percent (10%) of your total monthly rent. You will pay a charge of \$30.00 for each returned check, plus late charges. You will pay a charge of \$50.00 for any demand notice for any non-compliance issue or 3-day demand notice served upon your residence. Your promise and covenant to pay rent under the terms of this lease is independent, absolute, without right to offset, or deduct by you, for any reason whatsoever including but not limited to any alleged breach by us, claimed by you. You agree to pay all attorney fees incurred for your non-payment of rent and your non-compliance of any lease terms. You agree to pay all Sheriff's fees if we evict you and incur Sheriff's fees. You acknowledge that we may elect not to accept any monthly rent payment or other amounts due after its due date if all fees and charges do not accompany such payment owed by you through the date you offer payment.

**6. UTILITIES.** We will pay for the following items, if checked: **water/sewer \_\_\_\_\_ gas \_\_\_\_\_ trash \_\_\_\_\_ electricity \_\_\_\_\_.** You will pay for all other utilities, related deposits, and charges on utility bills connected in your name or during your tenancy. You must not allow utilities to become past due or disconnected until the Lease Contract term ends. Utilities may be used only for normal household purposes and must not be wasted. All utilities must be transferred into your name no later than your move-in date. Failure to transfer utilities in a timely manner (3 days after the move-in date) will result in a charge of \$50.00 per bill that the landlord must transfer.

**7. RELETTING FEE.** You will be liable to us for a reletting fee, plus for repayment of any Lease concessions if for any reason prior to the end of the Lease Term, any extension, or renewal, you vacate the Premises for any reason without fully performing all Lease covenants including your covenant to pay all rent due under the Lease (hereinafter "Reletting Event"). Upon the occurrence of a Reletting Event, you will pay a reletting fee in the amount of \$ \_\_\_\_\_ as well as pay, repay, or refund any Lease concessions in the total amount set forth in any Lease Concession Addendum. You will pay and otherwise be liable to us for the reletting fee plus the repayment of any Lease concessions upon the occurrence of a reletting event regardless of the circumstances which you vacate including but not limited to voluntary surrender, at the request of Agent as the result of your default under the Lease, as the result of an eviction or forcible detainer proceeding, or otherwise. You agree that the reletting

fee is a liquidated damage amount agreed to by you in consideration of, among other things, our waiver to seek from you future rent for the entire amount of any uncompleted rental term, plus re-letting related fees, costs, and expenses in the event of your default. Your agreement to pay the reletting fee and repay any concessions will under no circumstances release you from any liability to us under this Lease for any other charges or amounts due including but not limited to utilities, cleaning, or any damages to the Premises, and we will retain all remedies for other non-compliance with the Lease. You specifically acknowledge the reletting fee only relieves you from liability for the future payment of base monthly rent and reletting related costs and expenses.

**8. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not liable to you for the delay. The Lease Contract will remain in full force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. If the delay is longer than 5 days, you have the right to terminate this Lease. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Premises.

**9. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, repair service calls where the cost of repairs or service caused in the Premises by you or any guests or occupant's improper use or negligence. You agree to pay for any service-trip charge if you fail to meet a vendor for an appointment or if the vendor determines that no repair was needed or necessary. We may require payment at any time, including advance payment of repairs for which you're liable. Any delay in our demanding sums you owe is not a waiver.

**10. CONDUCT.** The Premises and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. You are not allowed to cause, maintain or permit to remain on the property any deposit of trash. We may regulate the use of patios, balconies, yards, driveways and porches. You are not allowed to store or keep or allow to be stored or keep any articles or materials, which are classified as junk. You will keep the property clean, weeds pulled, shrubbery, lawn, trees and bushes watered, mowed, and trimmed in a first class manner at all times. If, in our judgment, you are not maintaining the lawn in a first class manner, we may hire a lawn company to maintain and care for the lawn at your expense. You'll be liable to us for damage caused by you or any guests, agents, or occupants. We may exclude guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any other rules, or disturbing residents, other neighbors, visitors, owner representatives, or us. You and your occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the residence; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Oklahoma Law, discharging a firearm in the residence; using the Premises for other than residential use.

**No Smoking.** No smoking or use of vaping devices will be allowed in, on, or around the Premises. Should any evidence of smoking be detected at any time, including by evidence of cigarette butts, you will pay an inspection fee of \$300 plus all painting and cleaning costs to mitigate any smoke smell or damage, as determined by us.

**11. MOTOR VEHICLES.** You agree that any abandoned, unlicensed, derelict, inoperable and / or wrongfully parked vehicles on the premises may be towed off the premises by us, or hired towing company, at your expense. You further agree not to store and / or park any vehicle, trailer, camper, boat, or any other similar recreational item or vehicle on the premises without our written consent. You agree not to store and / or park any commercial or public vehicle on the premises under any conditions. You agree not to make any repairs of the aforementioned motor vehicle and / or recreational items on the premises without our written consent. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. We may have illegally parked vehicles towed without notice. A vehicle is prohibited from the premises if it: (1) has flat tires or other conditions rendering it inoperable; (2) has an expired license or inspection sticker; (3) takes up

more than one parking space; (4) belongs to a resident or occupant who has surrendered or abandoned the premises; (5) blocks another vehicle from exiting; (6) is parked in a fire lane or designated "no parking" area; or (7) is parked in a space marked for other resident(s) or unit(s). You will pay for the cost of removal of oil, drips, or stains in any assigned driveway, parking area or garage.

**12. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, CO detectors, door and window locks.

**Smoke and CO Detectors.** We'll furnish smoke and carbon monoxide (CO) detectors, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. Neither you nor others may disconnect detectors. You will be liable to others and us for any loss or damage from fire, smoke, or water if that condition arises from your disconnection or failing to replace batteries, or from your not reporting malfunctions.

**Casualty Loss.** We're not liable to any resident, guest, family member, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, mold, water leaks, hail, ice, snow, lighting, wind, explosions, and interruption of utilities. We are not liable for any loss of food due to refrigerator or other appliance failures. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather - (1) keep the Premises heated to at least 50 degrees; (2) keep outside water spigot disconnected. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us (that is, hold us harmless) from all liability for those services. Unless otherwise provide by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal history checks on any resident, occupants, or representatives of us. You agree to hold us harmless and to indemnify us against any losses, damages or claims including attorneys' fees and costs made by you for all risk assumed by you under this section. Because you are not covered by our insurance and because of the risk assumed by you under this section, we recommend and urge you to secure adequate renter's property and liability insurance to insure and protect you against risk of losses. To the greatest extent permitted by law, you agree to hold us harmless and to indemnify us against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to you, your family, occupants, guests, invitees, or any person entering the Premises or the community of which the Premises is a part. Unless prohibited by law, you waive any insurance subrogation rights or claims against our insurers and us.

**13. MAINTENANCE.** You acknowledge that you have inspected the premises, and you agree that they are safe, and in good order and repair, including all window and door locks and smoke and CO detectors, unless otherwise indicated. You are responsible, at your own expense for: (a) maintaining the premises and landscaping in good repair and sanitary manner including all equipment, appliances, smoke and CO detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted; (b) all inside and outside pest and/or insect control after the second week of occupancy are the responsibility of the tenant; (c) cleaning drain and sewer blockage(s) not caused by broken lines, or tree roots; (d) clearing all blockages of garbage disposal and repairs, (e) replacing any and all interior or exterior glass that becomes broken or cracked for any reason and any window or door screens that become torn or ripped for any reason; (f) changing any and all furnace filters at least quarterly; (g) maintaining all appliances; (h) re-lighting of furnaces, hot water heaters and gas fireplaces. You will not paint, paper, redecorate or make alterations to the

premises without prior written consent from us. With written notice we may immediately terminate this Lease, if in our sole and absolute discretion, any repair or damage necessitated by any event would be either impractical or dangerous if you continued to occupy the Premises.

Owner will initially provide the following appliances:

Refrigerator\_\_\_\_\_ Dishwasher\_\_\_\_\_ Stove\_\_\_\_\_ Microwave\_\_\_\_\_ Washing Machine\_\_\_\_\_ Clothes Dryer  
Garage Door Openers\_\_\_\_\_

**14. REQUESTS, REPAIRS, AND MALFUNCTION.** If you or any occupant needs to send a notice or request- for example, for repairs, installations, or service, or security; all such requests must be submitted through your Tenant Portal found at [www.ScarpaProperties.com](http://www.ScarpaProperties.com) (except in emergencies involving immediate danger to persons or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate. You will be responsible for all costs of repairs due to you or your occupants or guests conduct or negligence. You are solely responsible for setting of appointments with, the meeting of, or allowing access for any vendor or repair-person.

**15. PETS.** No pets of any kind are allowed (even temporarily) anywhere on the premises, unless we've so authorized in writing. If we discover a pet on the property you will pay us a \$300.00 inspection fee plus \$50.00 per day until the pet is removed.

**16. WHEN WE MAY ENTER.** We will have the right to re-enter the premises, with notice when practical, without notice when not practical, at any reasonable time to examine, inspect, repair the same, show to prospective purchasers, mortgages, or lessees of the premises or for any other legitimate or necessary purpose, without the same constituting an eviction in whole or in part and the rent will not abate during any period that we re-enter.

**17. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupants constitute notice from all residents (except notice to quit under section 22). In eviction suits, any one of multiple residents is considered the agent of all other residents in the Premises for service of process.

**18. DEFAULT BY OWNER.** We'll act with customary diligence to: (1) maintain fixtures, hot water, heating and A/C equipment, as applicable; (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable. If we violate any of the above, (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time; (b) after receiving the request, we have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities; (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and (d) if repair hasn't been made within 7 days, you may exercise your remedy of terminating the lease, but in no event are you allowed to off-set or withhold rent. Our failure to make any repair will not constitute a breach of this Lease Contract by us unless such failure makes the Premises uninhabitable and you vacate the premises due to such failure.

**19. DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, or fire, safety, health or criminal law, regardless of whether arrest or conviction occurs, violates any community of Home Owner Association rule(s) or

regulation(s), (3) you abandon the premises, (4) you give incorrect or false information in a rental application; (5) you or any occupant is arrested for a criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia as defined in Federal Law or Oklahoma Law; or (6) any illegal drugs or paraphernalia are found in your premises. If in default, we may exercise one or more of the following remedies, without limiting any other right or remedy:

**Eviction.** If you default, we may end your right to occupy by giving the notices required by Oklahoma law and then we can exercise all legal rights. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing, or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our rights to damages, past or future rent, or other sums.

**Other Remedies.** If your rent is delinquent and we give you 3 days prior written notice, we may terminate utilities that we've furnished and paid for unless governmental regulations on sub-metering or utility pro-rations provide otherwise. Upon default, we have all other legal remedies, including Lease Contract termination. If any court or legal order restrains or bars you from the premises, we may deny you access to the premises, including by changing the locks. If you vacate owing monies and we initiate collections, either through using a 3<sup>rd</sup> party collection firm, or in-house, you will pay an additional 30% in collection costs on all amounts owed and all legal and related fees of collection, with or without suit, including attorney's fees and court costs.

**20. INTERPRETING THIS LEASE CONTRACT.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstance. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. This Lease Contract is subordinate to existing and future recorded mortgages.

**21. PAYING SUMS DUE.** Payment of all sums is an independent covenant. Monies paid by you will first be applied to any non-rent obligation due. At our option and without notice, we may apply money received first to your non-rent obligations, then to rent regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent (which is due on the first) are due upon our demand. After the due date, we do not have to accept the rent or any other payment.

**22. NOTICE TO QUIT.** You will give us at least thirty (30) days written notice of your intent to vacate the Premises at the end of the Lease term, or extension, or renewal thereof, or thirty (30) days written notice of your intent to vacate when you have become a month-to-month tenant. If given, the 30-day notice is effective thirty (30) days after the first date on which the next rental payment is due. In order for your notice to be effective, all Residents who executed the Lease must sign the notice. Your notice of intent to vacate will only be effective on the date the notice is actually received by and receipted for, by us. If you are on a month-to-month tenancy, and you vacate without required and proper notice, you will be liable to us for 30 days of rent commencing the day after you vacate the Premises less any amounts of rent previously or actually paid by you covering the 30-day notice period. You agree that the amount agreed to be paid by you in such an event represents a fair amount and method to allocate the numerous risks and liabilities between you and us if you fail to give the required notice to vacate. Your agreement to pay us 30 days of rent will under no circumstances release you from any liability to us under this Lease for any other charges or amounts due including but not limited to utilities, cleaning, or any damages to the Premises, and we will retain all remedies for other non-compliance with the Lease. If you do not vacate the Premises on the date stated on your written notice of intent to vacate, you will pay a fee of \$100.00 per day plus pro-rated rent until the Premises are vacated. Premises are considered vacated at the time you return the keys to the Scarpa Properties office.

**23. HOLDOVER.** If we have not received a signed written notice of intent to vacate from you, and your lease term has expired, you will be on a month-to-month lease term. Your rent will increase by 15% per month plus a \$20 monthly administration fee on a month-to-month lease term.

**24. CLEANING UPON VACATING.** You acknowledge that all carpets were professionally cleaned upon the signing of this Lease Contract, and agree to have carpets professional cleaned upon vacating the premises, and agree to provide us with a copy of the applicable invoice. You must thoroughly clean the premises, including doors, carpets, windows, bathrooms, kitchen, appliances, patios, balconies, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges - including charges for cleaning carpets, window coverings, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse). You acknowledge that the property is completely and professionally clean, without damage, and in an overall first class condition, and to your satisfaction. You acknowledge receiving a check-in sheet upon signing this Lease Contract. You will have 5 days from the starting date of this lease agreement to return the check-in sheet to us. This check-in sheet will be considered received when we give you a copy, signed by us. If you do not have a check-in sheet signed by us at the time of your move out, and we do not have the original, signed by both us and you, or if you turned in your check-in sheet more than 5 days after the starting date of this lease agreement, then the premises will be considered to have been completely clean and without any damage at the time of your move in.

**25. OTHER CHARGES.** You will be liable for the following charges, including but not limited to: unpaid rent, unpaid utilities and utility disconnect fees; un-reimbursed service charges; damages or repairs (beyond normal and reasonable wear); repair coordination fee; replacement cost of our property that you received, or was in, or attached to the premises and is missing or damaged; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives for any reason; key duplicates; un-returned keys; missing or burned out light bulbs; stickers, scratches, burns, stains, or un-approved holes; removing or rekeying unauthorized security devices or alarm systems; packing, or removing property; removing illegally parked vehicles; HOA fees or fines against us for you; late payment and returned check charges; any valid eviction proceeding against you, plus attorney's fees, court costs, sheriff's fees, and filing fees; a fee for the preparation and delivery of any lease violation notices; and all other sums due. Your security deposit will be charged a \$50 disposition preparation fee at move out.

**26. SURRENDER OR ABANDONMENT.** You agree that if you abandon or vacate the premises and leave behind personal property of yours or your family, guests, invitees, or any other person claiming under them, we will have the right to remove and dispose of said personal property as we will see fit, at your sole risk and cost and without recourse by you or any person claiming under or through you against us. If you do not occupy the Premises for more than fifteen consecutive days without written notice to us, we may presume that it is your intent to abandon the Premises and any personal property within the Premises. You covenant to occupy the premises and you will be in default if you do not occupy the premises on a regular, continuing, and consistent basis. If you have not removed any and all personal property from the premises at the time owner is restored to and re-enters the Premises, it will be presumed that your intent is to abandon such personal property. You acknowledge that we are in the business of renting the Premises and the removal of the property is necessary to our livelihood as such, you will indemnify us against any claim or cost for any damages or expense with regard to the removal, disposal and / or storage of the property, including attorneys' fees and costs regardless of who makes a claim against us in connection with our removal of any property. You will have abandoned or surrendered the Premises if you turn in any keys regardless of whether rent is paid or not. You will have abandoned or surrendered the Premises if any of the following events occur and if your personal belongings have been substantially removed, and you do not appear to be living in the Premises in our reasonable judgment: Your move out or notice to vacate date has passed; You are in default for non-payment of rent for 5 consecutive days; water, gas, electric, or any other service for the Premises connected in your name has been terminated or disconnected; we are in the process of judicially evicting you for any reason and you fail to respond for 2 consecutive days to any notice posted on the Premises stating that we consider you to have abandoned the Premises. You also abandon or surrender the Premises 10 days after the death of a sole resident. If you abandon the Premises or vacate the Premises upon the expiration or termination of this Lease while leaving personal property within the Premises, you specifically and

irrevocably waive all title and interest you have to such property and grant to us full authority to immediately dispose of same without notice, court order, or accountability.

**27. ASSIGNING AND SUBLETTING.** You will not assign this Agreement, or sublet the Premises, or any part thereof, and will not allow any person to occupy the same other than those occupants listed above to whom the Premises are rented under this Agreement without our prior written consent, which we may withhold at our sole and absolute discretion.

**28. ATTORNEYS' FEES AND COSTS.** You agree to pay us all costs incurred by Landlord in connection with collecting any rent, amounts, or damages owed by you under this Agreement or to enforce any provision of this Agreement, including but not limited to, any collection costs and reasonable attorneys' fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced. You agree to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by you from that date of our final accounting until such time you pay all outstanding amounts. We agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus you hereby waives all rights to a trial by jury. In any suit, we agree that the court shall award to Scarpa Properties our reasonable attorneys' fees and costs, if Scarpa Properties prevails in any such suit. You agree that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action, including but not limited to, any fair housing claim, or any other proceeding, between you and us to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or your tenancy at the Premises, including but not limited to, litigation concerning your Security Deposit. Notwithstanding anything to the contrary in this paragraph or Lease, we agree that the Court shall award the prevailing party in any eviction, unlawful detainer, their reasonable attorneys' fees and costs.

**29. BINDING EFFECT.** This Agreement will be binding upon and insure to the benefit or ours and yours and their respective successors and assigns.

**30. AMENDMENTS.** This Agreement contains the entire agreement between us and you and may not be modified in any manner except by an instrument in writing signed by both parties. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form via fax or e-mail.

**31. NON-WAIVER.** No waiver of any term, provision or condition of this Agreement, in any one or more instances, will be deemed to be or will be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision, condition or right under this Agreement. Our acceptance of any sums of money from you following an event of default will be taken to be a payment on account by you and will not constitute a waiver by us of any rights, nor will any such payment cure your default if such payment is less than the full amount due and outstanding, nor will any such payment from you reinstate this Agreement if previously terminated by us. You hereby waive any rights you may have under the Service Members Civil Relief Act, Public Law 108-189, 50 U.S.C. App. §501-596, as amended by Public Law 108-454, or as subsequently amended. §

**32. EFFECT OF HEADINGS.** The section headings are inserted only for convenient reference and do not define, limit or prescribe the scope of this Agreement or any exhibit attached hereto.

**33. SEVERABILITY AND SAVING CLAUSE.** Invalidation of any one of the foregoing provisions, covenants, or promises by judgment or court order will in no way affect any of the other provisions, covenants, or promises contained in this Agreement which will remain in full force and effect. No provision covenant, or promise contained in this Agreement will be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights. If any court of competent jurisdiction



determines or finds that any provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights, the specific provision, covenant, or promise so found will be interpreted by the court to grant us or you equal or reciprocal rights under the provision, covenant, or promise at issue. However, before interpreting any provision, covenant, or promise as granting us or you equal or reciprocal rights under this provision, the court will have to have initially determined that the provision, covenant, or promise at issue is unenforceable or void under Oklahoma law because such provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights.

**34. ONLY AGENT ENTITY LIABLE.** Scarpa Properties and Keller Williams, is designated by Owner as its General Agent with authority to manage, lease, and administer the Premises and Property and to enter into, administer and enforce this Lease. In the event of any actual or alleged failure, breach or default by Agent: 1) Resident's sole and exclusive remedy will be against Agent entity and Agent's entity assets and not against owner or any owner entity; 2) Resident will not sue or name in any individual capacity any individual, partner, member of Agent or Agents entity in any action or lawsuit; 3) Resident will not serve with legal process any individual, partner, member of Agent or Agent entity in any action or lawsuit; 4) In the event resident breaches the covenant to not serve legal process on any individual, partner, member of Agent or Agent entity in any action or lawsuit, any such individual, person, or entity so served will not be required to answer or otherwise plead to any service of process; 5) Resident will not take any judgment against any individual, partner, member of Agent or Agent entity in any action or lawsuit; 6) any judgment taken by Resident against any individual, partner, member or Agent or Agent entity in any action or lawsuit may be vacated and set aside by any individual, partner, member of Agent or Agent entity as to them, each of them, any of them; 7) Resident will not levy or caused to be levy or execute any writ of execution or similar writ against any assets of any individual, partner, member of Agent or Agent entity. Resident's covenants in this section are enforceable both by Agent and by any individual or entity that is protected or benefited by such covenants. To the maximum extent permitted by applicable law, Resident specifically agrees to look solely to the Agent for the recovery of any judgment against Agent, it being agreed that Agent and any of its related and affiliated entities (and any of its past, present, or future officers, members, trustees, employees, partners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment.

**35. CUMULATIVE REMEDIES.** Each right and remedy provided for in this Agreement will be cumulative and will be in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity. The exercise or commencement of the exercise by us or any one or more rights provided for in this Agreement or at law will not constitute an election by us or preclude the simultaneous or subsequent exercise by us of any or all other rights or remedies.

**36. NOTIFICATION.** Pursuant to Title O.S. §130.1A, in the event of an Emergency or Death, notification is to be made to the follow (must not be another occupant):

**For Tenant notify:**

Name/Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

**For Co-Tenant notify:**

Name/Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

**37. INSURANCE.** All personal property located on or stored in the Premises is at the risk of the Tenant, and Tenant shall indemnify and hold harmless Owner and Owner's Broker from and against any loss or damage to said personal property. **Further, Tenant is responsible, for obtaining and paying for their own Insurance to**

**cover Tenant's personal property and liability. Tenant shall name Broker as additional interest in renters insurance policy.**

**38. FLOOD NOTIFICATION.**

A. Owner has notified Owner's Broker that the Premises \_\_\_ is \_\_\_ is not located within a 100-year flood hazard area.

B. Owner \_\_\_ does \_\_\_ does not have knowledge of the Premises flooding in the last five (5) years.

**39. ADDITIONAL PROVISIONS.**

---

---

---

THIS FORM HAS NOT BEEN APPROVED BY THE OKLAHOMA REAL ESTATE COMMISSION.

|                                    |  |               |
|------------------------------------|--|---------------|
| _____<br>Tenant / Resident (Print) | _____<br>Tenant / Resident (Signature) | _____<br>date |
|------------------------------------|--|---------------|

|                                    |  |               |
|------------------------------------|--|---------------|
| _____<br>Tenant / Resident (Print) | _____<br>Tenant / Resident (Signature) | _____<br>date |
|------------------------------------|--|---------------|

|                                    |  |               |
|------------------------------------|--|---------------|
| _____<br>Tenant / Resident (Print) | _____<br>Tenant / Resident (Signature) | _____<br>date |
|------------------------------------|--|---------------|

|  |               |
|--|---------------|
| _____<br>Scarpa Properties (Agent for Owner) | _____<br>date |
|--|---------------|

By \_\_\_\_\_