

# Oklahoma Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Oklahoma Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). Each Tenant is jointly and severally liable for all terms of this Agreement. The manager is {PropertyManagerName}. The owner is {PropertyOwnerEntity}.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} “Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of {MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then {ACH\_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee} plus late charges until Landlord receives acceptable payment. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.**
  - A. **Amount.** Tenant shall deposit with Landlord the amount of

[\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant.

- B. **Escrow Account.** Per Okla. Stat. tit. 41, § 115(A), Landlord shall place the security deposit in an escrow account for Tenant, which account shall be maintained in the State of Oklahoma with a federally insured financial institution. Misappropriation of the security deposit shall be unlawful and punishable by a term in a county jail not to exceed six (6) months and by a fine in an amount not to exceed twice the amount misappropriated from the escrow account.
  - C. **Allowable Charges.** Okla. Stat. tit. 41, § 115(B), upon termination of the tenancy, Landlord may apply the security deposit to the payment of accrued rent and the amount of damages which Landlord has suffered by reason of Tenant's noncompliance with the Oklahoma Residential Landlord and Tenant Act or this Agreement. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.
  - D. **Return Of Security Deposit.** Per Okla. Stat. tit. 41, § 115(B), Landlord shall provide an itemized written statement delivered by mail with return receipt requested and to be signed for by any person of statutory service age at such address or delivered in person to Tenant if Tenant can reasonably be found. If Landlord proposes to retain any portion of the security deposit for rent, damages or other legally allowable charges, Landlord shall return the balance of the security deposit without interest to Tenant within **45 days** after the termination of tenancy, delivery of possession, and written demand by Tenant. If Tenant does not make such written demand of such deposit within six months after termination of the tenancy, the security deposit reverts to Landlord in consideration of the costs and burden of maintaining the escrow account.
- 9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
  - 10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
  - 11. **SMOKING.** Smoking [{Smoking}](#) permitted in the Premises.
  - 12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal,

bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods, per Okla. Stat. tit. 41, § 111:

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of**  $\{MonthlyRent\}$ , computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

16. **DELAY OF OCCUPANCY.** Per Okla. Stat. tit. 41, § 120, if Landlord fails to deliver possession of the Premises to Tenant, rent abates until possession is delivered and Tenant may terminate this Agreement by giving a written notice of such termination to Landlord, whereupon Landlord shall return all prepaid rent and deposit, or Tenant may, at Tenant's option, demand performance of this Agreement by Landlord and maintain an action for possession of the Premises against any person wrongfully in possession and recover the actual damages sustained by Tenant.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any

loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** Per Okla. Stat. tit. 41, § 118, Landlord shall at all times during the tenancy:

- i. except in the case of a single-family residence, keep all common areas of Landlord's building, grounds, facilities and appurtenances in a clean, safe, and sanitary condition;
- ii. make all repairs and do whatever is necessary to put and keep Tenant's dwelling unit and premises in a fit and habitable condition;
- iii. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
- iv. except in the case of one- or two-family residences or where provided by a governmental entity, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for the frequent removal of such wastes; and
- v. except in the case of a single-family residence or where the service is supplied by direct and independently metered utility connections to the dwelling unit, supply running water and reasonable amounts of hot water at all times and reasonable heat.

B. **Tenant's Responsibilities.** Per Okla. Stat. tit. 41, § 127, Tenant shall at all times during the tenancy:

- i. keep that part of the Premises which Tenant occupies and uses as safe, clean, and sanitary as the condition of the Premises permits;
- ii. dispose from the Premises all ashes, garbage, rubbish, and other waste in a safe, clean, and sanitary manner;
- iii. keep all plumbing fixtures in the Premises or used by Tenant as clean and sanitary as their condition permits;
- iv. use in a safe and nondestructive manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the Premises;
- v. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or permit any person, animal or pet to do so;
- vi. not engage in conduct or allow any person or animal or pet, on

the Premises with the express or implied permission or consent of Tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment by other tenants;

- vii. comply with all covenants, rules, regulations, and the like which are in accordance with Okla. Stat. tit. 41, § 126; and
- viii. not engage in criminal activity that threatens the health, safety, or right of peaceful enjoyment by other tenants or is a danger to the property; and not engage in any drug-related criminal activity on or near the property either personally or by any member of Tenant's household or any guest or other person under Tenant's control.

- C. **Maintenance Responsibilities by Written Agreement.** Per Okla. Stat. tit. 41, § 118(B), Landlord and Tenant may agree by a conspicuous writing independent of this Agreement that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling.
- D. **Report Defective Condition to Landlord.** Per Okla. Stat. tit. 41, § 125, Tenant shall as soon as practicable report any defective condition of the Premises which comes to Tenant's attention and Tenant has a reason to believe is unknown to Landlord.
- E. **Landlord's Failure to Perform Maintenance Obligations.** Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if there is a material noncompliance by Landlord with the terms of this Agreement or a noncompliance with any of the provisions of Okla. Stat. tit. 41, § 118 that materially affects health or safety, Tenant may deliver to Landlord a written notice specifying the acts and omissions constituting the breach and that this Agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied within 14 days, and thereafter this Agreement shall so terminate as provided in the notice unless Landlord adequately remedies the breach within the time specified.
- F. **Deductions from Rent for Repairs.** Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if there is a material noncompliance by Landlord with any of the terms of this Agreement or any of the provisions of Okla. Stat. tit. 41, § 118 that materially affects health and the breach is remediable by repairs, the reasonable cost of which is **less than \$100**, Tenant may notify Landlord in writing of Tenant's intention to correct the condition at Landlord's expense after the expiration of 14 days. If Landlord fails to comply within said 14 days, or as promptly as conditions require in the case of an emergency, Tenant may thereafter cause the work to be done in a workmanlike manner and, after submitting to Landlord an itemized statement, deduct from Tenant's rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection, in which event this Agreement *shall not* terminate by reason of that breach.

**G. Failure to Supply Heat, Water, or Other Essential Services.** Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if, contrary to this Agreement or Okla. Stat. tit. 41, § 118, Landlord willfully or negligently fails to supply heat, running water, hot water, electric, gas, or other essential service, Tenant may give written notice to Landlord specifying the breach and thereafter may:

- i. upon written notice, immediately terminate this Agreement; or
- ii. procure reasonable amounts of heat, hot water, running water, electric, gas, or other essential service during the period of Landlord's noncompliance and deduct their actual and reasonable cost from the rent; or
- iii. recover damages based upon the diminution of the fair rental value of the Premises; or
- iv. upon written notice, procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance.

**H. Tenant's Failure to Perform Maintenance Obligations.** Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if there is a noncompliance by Tenant with this Agreement or with Okla. Stat. tit. 41, § 127 which noncompliance can be remedied by repair, replacement of a damaged item, or cleaning and Tenant fails to comply as promptly as conditions require in the case of an emergency or within ten days after written notice served as provided in Okla. Stat. tit. 41, § 111(E) by Landlord specifying the breach and requiring that Tenant remedy it within that period of time, Landlord may enter the Premises and cause the work to be done in a workmanlike manner and thereafter submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date rent is due, or if this Agreement has terminated, for immediate payment. If Landlord remedies the breach as provided in this subsection, Landlord may not terminate this Agreement by reason of the Tenant's failure to remedy the breach.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality.

Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.**

A. Per Okla. Stat. tit. 41, § 126, Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:

i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;

ii. they are reasonably related to the purpose for which they are adopted;

iii. they apply to all tenants in the property in a fair manner;

iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;

v. they are not for the purpose of evading the obligations of Landlord; and

vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During

such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

## 24. **ABANDONMENT.**

- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.
- B. **Damages.** Per Okla. Stat. tit. 41, § 129, if Tenant wrongfully quits and abandons the Premises during the term of the tenancy, Landlord shall make reasonable efforts to make the Premises available for rental. If Landlord rents the Premises for a term beginning before the expiration of this Agreement, this Agreement terminates as of the commencement date of the new tenancy. If Landlord fails to use reasonable efforts to make the Premises available for rental or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by Landlord as of the date Landlord has notice of the abandonment. If, after making reasonable efforts to make the Premises available for rental after the abandonment, Landlord fails to rerent the Premises at market rate during the term, Tenant shall be liable for the entire rent or the difference in rental, whichever may be appropriate, for the remainder of the term.
- C. **Personal Property.** Per Okla. Stat. tit. 41, § 130, if Tenant abandons or surrenders possession of the Premises or has been lawfully removed from the Premises through eviction proceedings and leaves household goods, furnishings, fixtures, or any other personal property in or around the Premises, Landlord may take possession of the property, and if,
- i. in the judgment of Landlord, the property has no ascertainable or apparent value, Landlord may dispose of the property without any duty of accounting or any liability to any party. Landlord may dispose of perishable property in any manner Landlord considers fit; or
  - ii. in the judgment of Landlord the property has an ascertainable or apparent value, Landlord shall provide written notice to Tenant by certified mail to the last-known address that if the property is not removed within the time specified in the notice, the property will be deemed abandoned. Any property left with Landlord for a period of 30 days or longer shall be conclusively determined to be abandoned and as such the landlord may dispose of said property in any manner which Landlord deems reasonable and proper without liability to Tenant or any other interested party.
- D. **Storage of Personal Property.** Per Okla. Stat. tit. 41, § 130:
- i. Landlord shall store all personal property of Tenant in a place of safekeeping and shall exercise reasonable care of the

property. Landlord shall not be responsible to Tenant for any loss not caused by Landlord's deliberate or negligent act. Landlord may elect to store the property in the Premises that was abandoned or surrendered by Tenant, in which event the storage cost may not exceed the fair rental value of the Premises. If Tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for the storage and removal from the Premises to the place of storage.

- ii. If Tenant removes the personal property within the time limitations provided in subsection (C)(ii) above, Landlord is entitled to the cost of storage for the period during which the property remained in Landlord's safekeeping plus all other costs that accrued under this Agreement.
- iii. Landlord may not be held to respond in damages in an action by Tenant claiming loss by reason of Landlord's election to destroy, sell, or otherwise dispose of the property in compliance with the provisions of this section. If, however, Landlord deliberately or negligently violated the provisions of this section, Landlord shall be liable for actual damages.

E. **Death of Tenant.** In the event of the death of a Tenant who is an individual and sole occupant of the Premises, the disposition of Tenant's personal property shall be in accordance with Okla. Stat. tit. 41, § 130.1.

25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per Okla. Stat. tit. 41, § 128:

- A. Tenant shall not unreasonably withhold consent to Landlord or Landlord's agents and employees to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- B. Landlord or Landlord's agents and employees may enter the Premises without consent of Tenant in case of emergency.
- C. Landlord shall not abuse the right of access or use it to harass Tenant. Except in case of emergency or unless it is impracticable to do so, Landlord shall give Tenant at least **one day's** notice of Landlord's intent to enter and may enter only at reasonable times.
- D. Unless Tenant has abandoned or surrendered the Premises, Landlord has no other right of access during a tenancy except as is provided in this section or pursuant to a court order.
- E. If Tenant refuses to allow lawful access, Landlord may obtain injunctive relief to compel access, or Landlord may terminate this Agreement.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its

obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
28. **LIEN ON TENANT'S PROPERTY.** Per Okla. Stat. tit. 41, § 133: Landlord shall have a lien upon Tenant's property located on the Premises for the amount owed by Tenant, plus the costs of enforcing the lien. Landlord has with the right to possession of the property until the debt obligation is paid to Landlord. Any lien shall be secondary to the claim of any prior bona fide holder of a chattel mortgage or to the rights of a conditional seller of such property, other than Tenant.

For purposes of this section, property shall mean any baggage or other property belonging to Tenant which may be in the Premises but which shall not include all tools, musical instruments or books used by Tenant in any trade or profession, all family portraits and pictures, all wearing apparel, any type of prosthetic or orthopedic appliance, hearing aid, glasses, false teeth, glass eyes, bedding, contraceptive devices, soap, tissues, washing machines, vaporizers, refrigerators, food, cooking and eating utensils, all other appliances personally used by Tenant for the protection of Tenant's health, or any baby bed or any other items used for the personal care of babies.

A landlord lien may be enforced as any other general lien as provided in Section 91 of Title 42 of the Oklahoma Statutes.

29. **GROUND'S FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
  - ii. Tenant misrepresents any material fact on Tenant's rental application;
  - iii. per Okla. Stat. tit. 41, § 128, Tenant refuses to allow lawful access to Landlord;
  - iv. per Okla. Stat. tit. 41, § 132(B), Tenant fails to comply with Tenant's maintenance obligations under this Agreement or

Okla. Stat. tit. 41, § 127;

- v. per Okla. Stat. tit. 41, § 200, Tenant has a prior felony conviction; or
- vi. otherwise provided by law.

**B. Termination By Tenant.** Tenant may terminate this Agreement if:

- i. per Okla. Stat. tit. 41, § 111(F), Tenant is a victim of domestic violence, sexual violence, or stalking, and Tenant provides written notice and a protective order of an incident of such violence within thirty (30) days of such incident;
- ii. per Okla. Stat. tit. 41, § 121(C), Landlord fails to supply heat, water, or other essential services;
- iii. per Okla. Stat. tit. 41, § 122, the Premises is damaged or destroyed by fire or other casualty to an extent that enjoyment of the dwelling unit is substantially impaired, unless the impairment is caused by the deliberate or negligent act or omission of the Tenant, a member of Tenant's family, Tenant's animal or pet or other person or animal on the Premises with Tenant's consent;
- iv. per Okla. Stat. tit. 41, § 123, Landlord wrongfully removes or excludes Tenant from the Premises;
- v. per Okla. Stat. tit. 41, § 124, Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or harasses Tenant by making repeated unreasonable demands for entry;
- vi. Landlord breaches the warranty of habitability described in this Agreement; or
- vii. otherwise provided by law.

30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.

33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Per Okla. Stat. tit. 41, § 111(E), Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. If service cannot be made on Landlord personally, the notice shall be mailed to Landlord by certified mail. Written notice shall be served on Tenant personally unless otherwise specified by law. If Tenant cannot be located, service shall be made by delivering the notice to any family member of Tenant over the age of twelve (12) years residing with Tenant. If service cannot be made on Tenant personally or on such family member, notice shall be posted at a conspicuous place on the Premises. If the notice is posted, a copy of such notice shall be mailed to Tenant by certified mail. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or conspicuously posted and sent by certified mail as follows:
- A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: [{PropertyManagerEntity}](#), [{PropertyManagerAddress}](#)
35. **DISCLOSURE OF FLOOD OR FLOODING PROBLEMS.** As required by Okla. Stat. tit. 41, § 133(a), if the Premises has been flooded within the past **five years** and such fact is known to Landlord, Landlord shall include such information prominently and in writing as part of any written rental agreements. Failure to provide such information shall entitle Tenant to sue Landlord of the Premises in a court of appropriate jurisdiction and to recover the personal property damages sustained by Tenant from flooding of the Premises. Any disclosure by Landlord is listed in the Additional Provisions section below.
36. **ADDITIONAL PROVISIONS.** Additional provisions and/or **any disclosure of flood or flooding problems** are as follows: [{AdditionalProvisions}](#)
37. **ATTORNEY'S FEES.** Per Okla. Stat. tit. 41, § 113(A)(3), this Agreement may not provide that either party hereto agrees to pay the other party's attorneys' fees.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid

and enforceable.

42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}