

# HARRY MARTON, REALTORS ®

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## RENTAL AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

HARRY MARTON, REALTORS®, LLC, hereinafter called LESSOR, and \_\_\_\_\_

\_\_\_\_\_ hereinafter called LESSEE(S).

**RENTAL PROPERTY ADDRESS:** \_\_\_\_\_

### TERM :

The term of this agreement is from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and thereafter at the option of the LESSOR and the LESSEE(S). **LESSEE(S) shall give sixty (60) days notice if this agreement is NOT to be extended. Failure to provide this notice obligates the LESSEE(S) for the next term of tenancy or to the extent of the loss due to vacancy.** Upon termination thereof, by either party, LESSEE(S) shall give peaceable possession of the premises to the LESSOR in as good condition as it is now in, usual wear and tear, damage by fire or other unavoidable casualty excepted.

### RENT:

The monthly rent is \$ \_\_\_\_\_ payable in advance without demand or notice on the first (1st) day of each month.

***A \$25.00 late fee will be charged if the rent is not received by the fifth (5th) day of the month, PLUS \$2.00 per day after the fifth (5<sup>th</sup>) until rent is paid in full.***

*Lessee(s) will pay \$25.00 for any check returned to the Lessor for any reason. Any check returned after the fifth (5th) day of the month will be regarded as late rent, and will also be subject to the late fee.*

### SECURITY:

LESSEE(S) shall pay as a security deposit for keys, care, and condition of premises, the sum of \$ \_\_\_\_\_. This deposit is to be returned within 30 days after expiration of this lease after a satisfactory inspection by LESSOR, less the cost of any repairs or other costs which are determined necessary by LESSOR. It is understood and agreed to by all parties hereto, that said deposit shall be kept in a separate escrow account as provided by state law. In the event said account is an interest bearing account, any and all interest earned from such account shall be retained by and be the property of the LESSOR to help defray the costs of accounting and maintaining this account.

### UTILITIES:

LESSEE(S) shall be responsible for all utilities, except: \_\_\_\_\_

(over)

**LESSEE(S) AGREES TO OBSERVE THE FOLLOWING:**

1. LESSEE(S) shall keep said rental unit and its lawn, appliances and furnishings in a clean, sanitary and orderly manner at all times. LESSOR or his manager shall be permitted at any reasonable time, to enter said rental unit to inspect its condition or to make any repairs or changes in the furnishings or equipment, or to show the same to prospective tenants or purchasers.
2. LESSEE(S) shall report to LESSOR all equipment or structural, and *shall not* make any changes or alterations to the structure or locks without prior permission from LESSOR.
3. **LESSEE(S) shall be responsible for damages to property due to carelessness or neglect such as frozen pipes, all stoppages of sewer lines and drains and broken glass windows. Repairs to plumbing and windows in these instances are to be the LESSEE(S) responsibility.**
4. The unit is completely furnished with light bulbs. Any burnt-out bulbs shall be replaced by the LESSEE(S) and upon vacating, LESSEE(S) shall leave the unit equipped with serviceable bulbs.
5. NO PETS, or animals of any kind are to be allowed on the premises. PETS FOUND ON PREMISES WILL RESULT IN \$100 FINE TO LESSEE(S).
6. If more than LESSEE(S) occupy the unit, extra rent will be charged.
7. Said owner or LESSOR shall not be liable for any damage to LESSEE(S)' personal property occasioned by failure to keep said building in repair, or by/or from plumbing, gas, water, steam or other pipes or fixtures, or sewage, nor for any damage arising from acts over which he has no control.
8. LESSEE(S) shall be responsible for handling of garbage as prescribed by Stillwater Municipal Code. If rental unit is a duplex or house, LESSEE(S) shall be responsible for maintaining the yard.
9. LESSEE(S) and their guests shall not park their cars on the lawn, or conduct themselves in a manner so as to disturb any neighbors, or become a *public nuisance* as defined by City of Stillwater Ordinances, and shall not participate in any illegal activity in or around said rental unit. Any such conduct may result in eviction or cancellation of this lease with no refund of deposits.
10. In the event of any violation of the terms of this contract by LESSEE(S), either in the payment of rent or otherwise, LESSOR shall have the right to cancel same by giving five (5) days notice to LESSEE(S), and after the expiration of said five (5) days, if they have not vacated, LESSEE(S) will be treated as holding over the expiration of their term and shall become subject to ejectment under Forcible Entry and Detainer Law. It is further agree that after the expiration of the above-mentioned five (5) days LESSOR shall have the right to discontinue any service he may be rendering to LESSEE(S) and the LESSEE(S) shall have no cause of action against LESSOR for such discontinuance.
11. **ALL LESSEE(S) ARE JOINTLY AND SEVERALLY LIABLE FOR ALL CONDITIONS OF THIS CONTRACT.** This means that each lessee is responsible for all conditions—including rent. In the event one or more roommate lessee(s) move out and/or refuse to pay any rent according to the (roommate agreement), then any remaining lessee(s) can and will be held liable for said rent, and conditions of the premises, and this contract.
12. LESSEE(S) have been informed regarding the potential of LEAD-BASED PAINT/HAZARDS and understand the inherent risks involved. LESSEE(S) further acknowledge receipt of *Protect Your Family From Lead In Your Home* pamphlet.
13. **ADDITIONAL CONDITIONS:** Upon vacating, the carpeting will be professionally shampooed, with the cost being deducted from the deposit.

\_\_\_\_\_  
HARRY MARTON, REALTORS ®

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSEE(S)

\_\_\_\_\_  
DATE