

**WELCOME HOME MANAGEMENT SERVICES, LLC  
LEASE AGREEMENT**

THIS LEASE AGREEMENT "LEASE" is made on February 24, 2006, between WELCOME HOME MANAGEMENT SERVICES, LLC, (hereafter referred to as "MANAGEMENT"), agent for Owner, whose address is P.O. Box 1044, Oklahoma City, OK 73101 and Resident Names, LESSEE" hereafter referred to as "RESIDENT" (whether one or more). Only these named individuals may occupy the Premises. In consideration of mutual Covenants and Conditions contained herein, MANAGEMENT agrees to Lease to Resident (s) the "Premises" located at Property Address Oklahoma City, OK 73142.

**1. SUMMARY OF LEASE AGREEMENT TERMS:**

- A. Lease Term Begins on: February 24, 2006.
- B. Lease Term Ends on: February 28, 2007.
- C. Resident must completely vacate the premises and return the key(s) by noon on the day the lease term ends.
- D. Total Rent Due for Full Term: \$15540.00
- E. Prorate move in for the term of: February 24 to February 28, 2006. \$ 172.64
- F. Rent to be paid in advance on or before the first day of each month: \$ 1295.00
- G. Utilities included in rent: None.
- H. Returned checks will result in a \$25.00 charge, in addition to the late fee.
- I. Monies required Prior to move in from Resident are as follows: TOTAL  
(Must be paid in certified funds.)
  - Security Deposit \$750.00 Pet Deposit: \$00.00 \$ 750.00
  - First Rental Installment Period of: January 2006 \$ 1295.00
  - Pet Fee Non-refundable \$ \_\_\_\_\_
  - Other Charges \_\_\_\_\_ \$ \_\_\_\_\_
  - TOTAL AMOUNT DUE:** **\$ 2045.00 RI**

**2. RENT**

- A. Time is of the essence for Rent Payments during the term of this lease: Resident shall pay ALL rent as shown in above paragraph, 1D. The monthly rental payments are payable in advance, without offset, deduction, or demand, on or before the 1<sup>st</sup> day of each month. All rent payments shall be delivered to the "MANAGEMENT'S" address as stated above unless otherwise stated in writing. The first rental installment is to be paid prior to occupancy. Possession will not be given unless all money has been paid and all signatures are on the lease. All rents must be paid by money order, cashier's check, or personal check. **NO CASH IS ACCEPTED.** **RI \_\_\_\_\_**

The following items, although not collected on a monthly basis, shall be considered **additional rent** under this Lease: Any deposits forfeited by Resident under a security deposit or other deposit, damage charges, charges for late payment of rent, application fees, returned check charges and/or other charges due and payable under the Lease Agreement. Failure to pay additional rent when due shall constitute a material non-compliance for failure to pay rent, and shall entitle "MANAGEMENT" to terminate this agreement, seek judgment for any unpaid amount, and possession of premises, and/or all other remedies made available under this agreement and applicable state and federal laws.

- B. **LATE PAYMENT.** The rent is late on the 2<sup>nd</sup> day of the month. If the rental installment is not received by "MANAGEMENT" by 5:00pm on the 5th day of the month, a late penalty in the amount of **\$100.00** will be assessed against Resident. **RI \_\_\_\_\_**

The Resident agrees and understands that using the U.S. Postal Service for mailing of Rent is appointing the Postal Service as his/her sole agent and Management will not consider postmarks or other evidence of payment of postage in determining the time of receipt of rent or any other items.

- C. **RETURNED CHECKS.** If the Bank dishonors Resident's check, an additional service charge of \$25.00 in addition to the assessed late charge, will be imposed upon Resident. In the event of a returned check, Management shall have the right, in their sole discretion to require RESIDENT to pay the late monthly installment of rent and all future rent installments and charges by money order,

cashier's check or certified funds.

- D. APPLICATION OF PAYMENT.** Money paid by Resident to Management shall be applied to Resident's account in the following order: **FIRST**, to outstanding late charges and returned check charges; **SECOND**, to outstanding legal fees and/or court costs legally chargeable to Resident; **THIRD**, to outstanding utility bills or unit charges; and **FOURTH**, to rent.
- 3. SECURITY DEPOSIT.** Resident has deposited the sum specified herein as a security deposit, to secure a complete and faithful performance by Resident of all terms and conditions of this Lease Agreement, and of the obligations imposed on Resident by applicable Oklahoma law. In case damages exceed the security deposit, the Management reserves the right to seek the recovery of all damages in accordance with Section 115 of the Oklahoma Residential Landlord and Tenant Acts.

Under the applicable Oklahoma law, if Resident defaults on any provision of the Lease Agreement, Management may terminate the Agreement, and may apply all or part of the security deposit to the payment of the accrued rent and the amount of any damages that have been suffered, above reasonable wear and tear. This includes but is not limited to physical damages, charges to Resident not previously reimbursed to Management, actual damages for breach of the Lease Agreement, attorney's fees and costs.

**RI**\_\_\_\_\_

- 4. REFUND OF SECURITY DEPOSIT.** Management agrees to refund the Security Deposit to Resident upon satisfaction of all lease provisions, and all of the following conditions, or as otherwise required by applicable Oklahoma law.
- a. Expiration of the term of the lease and payment of all monies due.
  - b. Complete vacation of the entire premises by Resident on or before the date specified in the Lease Agreement and notice to vacate.
  - c. The premises, including all appliances supplied by Management, bathrooms, fixtures, closets, storage areas, patios/balconies, floors and carpet, etc., have been thoroughly cleaned, so as to be in the same condition as received on the commencement date of the term of the lease.
  - d. No defects or damages to premises, whether caused by Resident, pets, or otherwise, are found. A written list of damages and defects as set out on the move in inspection report at beginning of occupancy will be accepted.
  - e. **Forwarding Address.** Prior to vacating the Premises, Resident **must** provide Management with written notice of the designated Resident's forwarding address. Within 30 days, Management will forward to the designated Resident a statement explaining the disposition of the security deposit. If Resident fails to give notice of forwarding address, Management will send the security deposit statement to the last known address of the designated Resident. Management will retain the security deposit refund, if any, until the Resident notifies the office of the correct address. Upon receipt of notification, any refund due will be forwarded.
  - f. **Multiple Residents.** Where more than one Resident signs this Lease Agreement, any deduction(s) to be made from the security deposit will be joint and several. Management is not liable for any understanding that may exist between two or more Residents as to the portion of the security deposit that one Resident may be entitled to, as opposed to another Resident. Management will draw one check, payable to all Residents jointly and forward same to the forwarding address provided to Management by written notice as required herein.
  - g. **Move-Out Inspection.** Under applicable Oklahoma law, Management will make a reasonable effort to provide Resident with notice of a right to be present at the time of the move-out inspection. Resident must make a written request to Management to be present at such inspection at least thirty (30) days in advance of termination of tenancy. Management will notify Resident of the inspection times which will be made during business hours before the last day of the termination of tenancy or before NOON on the last day the lease term ends. If Resident fails to make such request, or fails to schedule such an inspection, Management will proceed to do the move-out inspection without Resident being present. Dwelling unit must be empty of contents at the time of the move-out inspection; Said inspection will occur within 72 hours of the expiration of the

Lease term.

- h. **Withholding of Rent.** The entire monthly rent shall be paid on or before the due date each month during the term of the Lease, including the last month of occupancy or the term (whichever is later). The Resident shall not withhold payment of the last month's rental, or any portion thereof, on grounds that the Security Deposit serves as security for the unpaid rent.
  - i. **Management's Successor Obligated for Security Deposit.** If Management in any way transfers its interests in the Premises, Management may transfer the Security Deposit to the transferee and Management is thereafter released from all liability for the return of the Security Deposit to Resident. If such a transfer occurs, Resident agrees to look to the transferee solely for the return of the Security Deposit and to release Management from all obligations and liability relating thereto.
  - j. **The Damage Addendum.** The move-in exception and condition report establishes a tentative schedule of standard deductions to be utilized by Management in assessing charges against Resident for cleaning, painting, replacements, repair items and/or physical damages done to the Premises. Should actual cost exceed the estimated charges shown on the addendum, the actual cost, which includes materials, labor and overhead, will be charged. Normal wear and tear will be excepted, which is caused by ordinary comings and goings.
5. **INSPECTION AND CONDITION OF LEASED PREMISES.** Resident will inspect the condition of the leased Premises prior to move in for condition. Resident and Management will sign a condition report indicating any exceptions. Resident must report any other defect to be noted on report within 5 days of taking occupancy. Unless otherwise noted, the dwelling will be deemed to be in good order and repair and acceptable to Resident. Defects or damages not appearing on the move-in inspection sheet shall be presumed to have occurred during the Resident's possession of the premises. Cost of materials, labor, and overhead will be charged to correct defects or damages. **RI \_\_\_\_\_**
6. **PURPOSE AND OCCUPANCY.** Resident will occupy the Premises as a private dwelling unit and for no other purpose. Resident agrees that only persons whose names appear and have signed this Lease Agreement may occupy the premises. Failure to comply with this limitation shall constitute a substantial breach of this Lease. **Occupancy is defined and shall consist of 7 days or more consecutively.** The following are authorized the only occupants authorized under this Lease Agreement: **Resident Names**, **RI \_\_\_\_\_**
7. **ASSIGNMENT OF SUBLEASE.** Resident will not assign this Lease nor sublet the Premises. **RI \_\_\_\_\_**
8. **CARE OF PREMISES.**
- A. Resident shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Premises, including plumbing and other fixtures, appliances, and facilities, as clean and safe as their condition permits. Resident shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities on the Premises. Resident shall be responsible for any damages by Resident's failure to comply with this requirement.
  - B. Resident shall be responsible for reasonable care of the smoke detector and for the interim testing and providing written notice to the Management for the repair of any malfunctioning smoke detector. Management shall be obligated to provide and pay for service, repair, or replacement of the smoke detector, which must occur within ten (10) business days of receipt of written notice from the Resident that a smoke detector is in need of repair.
  - C. Resident may make no alterations of Management's property or fixtures, nor may appliances or fixtures other than those supplied by Management be used by Resident without prior written permission of Management in advance. Resident shall not drive nails in the wall or otherwise attach to the building (including ceilings, doors and balconies) any decorations or devices in the home except with written permission of Management. Resident may use picture hooks for wall hangings.
  - D. Resident shall comply with any and all obligations imposed upon Resident by applicable Oklahoma law.
  - E. The Resident is responsible for repairs, cleaning and/or replacement to the Premises or

building of which they are a part and fixtures thereto whenever they have been damaged by carelessness, misuse or neglect of the Resident, his/her family, agents, invitees, or guests. Resident agrees to pay the cost of it upon presentation of a bill. Resident shall deliver up the Premises in the like order in which they were at the commencement of the lease term, ordinary wear and tear excepted. The Resident shall give the Management immediate notice of any defects in or accidents to the water pipes, electric wiring, heating and cooling apparatus, or any other part of said Premises, in order that the same may be repaired with due diligence. It is mutually agreed between parties hereto that neither Owner nor Management shall be liable for any damages of whatsoever kind, or by whomsoever caused, to persons or property of the Resident or to anyone else on or about the Premises by consent of the Resident, however caused, unless the same has been directly caused by the negligence of the Owner or Management.

- F. Resident is responsible for all landscaping. Grass must be kept at a height of no more than 3 ½ inches. Resident must properly maintain all flowerbeds, shrubbery, and trees. Grass must be adequately watered. **RI \_\_\_\_\_**
8. **USE OF PREMISES.** Resident shall have the sole use of the Premises for the term of this lease and any extension thereof subject to the rules and regulations furnished herewith and to any reasonable changes or amendments thereof. Resident shall be liable for any damages resulting to Management or any other person on account of the failure of Resident, Resident's agents, employees, invitees, guests, or any member of Resident's household to abide by such provisions, rules or amendments. Resident agrees to assume all risks of and shall be responsible for any and all damage resulting from windows or doors left open. Resident covenants to obey (and cause Resident's family and guests to obey) all laws and ordinances applicable to the Premises and to engage in no activities in or on the Premises of an illegal nature, purpose or intent. Resident further covenants that his/her family, agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, and conveniences of other Residents of the Premises, and Resident shall be responsible for the conduct of Resident's family, guests, and/or visitors on the Premises and in the common areas. **RI \_\_\_\_\_**
9. **RULES AND REGULATIONS.** Resident shall abide by all existing rules and regulations of Management or the Home Owners Association applicable to the Premises, and such other rules and regulations that may be imposed from time to time by Management or the HOA. Resident acknowledges that he or she has read such existing rules and regulations, a copy of which was given at the time of move in. Resident acknowledges that any violation of rules and regulations by Resident or guests on the Premises with or without the consent of Resident shall be considered a material noncompliance or breach of this Lease Agreement for which Management shall be entitled to appropriate relief under Oklahoma Law. Any breach of the HOA bylaws or rules will be considered a breach of the Lease Agreement. Any sanctions or fines assessed by the HOA caused by Resident shall be the responsibility of the Resident and may result in termination of the Lease Agreement. **RI \_\_\_\_\_**
10. **UTILITIES.** Resident shall pay any deposits required by utility companies for those utilities not provided by Management. Paragraph 1G of this Lease Agreement lists the utilities provided by Management, which Resident agrees to use in a reasonable manner so as not to commit waste. Neither Owner nor Management shall be liable for any interruption or failure of utility services required to be furnished by Management to the Premises or any damages directly or approximately caused thereby. The only obligation of Management or Owner being reasonable diligence in Management's efforts to restore such services. Upon commencement of the term of this Lease, Management shall furnish all light bulbs and bulbs of prescribed wattage for light fixtures provided by Management; Resident shall replace thereafter light bulbs, at Resident's sole expense.

Management may modify the method by which utilities are furnished to the Premises and/or billed to Resident during the term of this Lease, including, but not limited to metering the Premises for certain utility services or billing Resident for utilities previously included within the rent. In the event that Management chooses to so modify utility service to the Premises, Management shall give Resident not less than thirty (30) days prior written notice of such modification.

The Premises are provided with individual heating/air conditioning and cooking units that utilize

electricity and/or gas and are controlled by the Resident. Resident hereby acknowledges that he/she will be responsible for paying the electricity/gas for the use and operation of the equipment (unless these utilities are provided by Management in Section 1G of this Lease Agreement). Resident agrees to use the equipment provided according to manufacturer's instructions. Resident agrees that in order to avoid the possibility of causing damage to the plumbing, fixtures or other property from the effects of cold temperatures, that Resident shall at all times, during the terms of this Lease Agreement, maintain a minimum interior temperature of at least sixty (60) degrees Fahrenheit. Resident shall maintain at least this prescribed minimum temperature at all times even though Resident may or may not actually be within the Premises. Resident further agrees to immediately notify the Management in the event the heating unit does not maintain at least the prescribed air temperature inside the home.

Resident will be responsible for any reconnect fees charged to Management if utilities are transferred to Management's account for failure to pay utilities or early disconnect prior to lease end. If Management is assessed by the utility company for these utility services, then Management may pay these utility assessments to such utility company and subtract a like amount from Resident's Security Deposit or expect immediate reimbursement from Resident. **Resident is responsible for contacting the local utility companies to initiate all services not included in Section 1G of the Lease Agreement.** RI \_\_\_\_\_

**12. OWNERS AND MANAGEMENT LIABILITY LIMITATION.** Owner/Management shall not be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, appliance malfunction, overflow or leakage upon or into the Premises of water, rain, snow, ice, sewage, steam, gas or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances or leakage, breakage or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the direct and proximate result of the deliberate or negligent act of Owner/Management. Resident shall give prompt notice to Management of any of the foregoing occurrences, however caused.

Management shall not be liable to Resident, his/her family, employees or guests for any damage to persons or property caused by the acts or omissions of the Residents or any other persons, whether such persons be off the property of Management or on the property, with or without permission of Management, nor shall Owner/Management be liable for losses or damages resulting from failure, interruption, or malfunctions in the utilities being used by the Resident.

If the Owner/Management is ever required to pay money or other consideration to Resident, Resident agrees that such financial obligation(s) will be satisfied solely from the Owner/Management's estate and interest in the Premises and real estate upon which the said Premises are situated, so that and/or any of the Owner/Management's Agents will incur no personal or individual liability for such financial obligations whatsoever. RI \_\_\_\_\_

**13. RENTER'S INSURANCE. PERSONAL PROPERTY OF RESIDENT: The Owner/Management's insurance policy does not cover damage by fire, water, vandalism or any other cause to Resident's personal property located within the leased premises. Owner/Management requires Resident obtain renter's insurance. A copy of the policy must be on file prior to move in.** RI \_\_\_\_\_

**14. DAMAGE OR DESTRUCTION OF PREMISES.** In the event of damage to the Premises by fire, water or other hazard, or in the event of malfunction of equipment or utilities, Resident shall immediately notify Management. If the damages are such that occupancy can be continued, Management shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Management opinion, the Premises are damaged as to be unfit for occupancy, but if Management elects on Owner's behalf to make repairs, the rent provided in this Lease Agreement shall abate during the period of time when the Premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the Premises are so damaged or destroyed as to be, in the sole opinion of Management, incapable of being satisfactory repaired, then this Lease shall terminate and Resident shall be liable only for rental payments

up to the date of such damage or destruction; or, at the option of Management, Resident agrees to accept a comparable home unit for the remaining term of this Lease. **RI** \_\_\_\_\_

- 15. MANAGEMENT'S INABILITY TO DELIVER POSSESSION TO RESIDENT.** If Management is unable to deliver possession of the Premises to Resident on the beginning date of this Lease Agreement, through no fault of Management, Management is not liable to Resident for any damages other than to rebate any rent paid by Resident in advance. If Management cannot deliver possession of the Premises or provide Resident with a similar residential unit or other accommodation acceptable to Resident within fifteen (15) days of the beginning date of this Lease Agreement, either party may terminate this Agreement.
- 16. ILLEGAL SUBSTANCES.** Resident covenants that Resident and any persons in their household and/or on the Premises with their consent shall not obtain, possess, use, administer, dispense, cultivate, or distribute any illegal drug, controlled substance or marijuana on or in the Premises. Resident further agrees that this Lease and Resident's right to occupy said Premises will be terminated, if it becomes known to Management that Resident has failed to comply with this paragraph.
- 17. PARKING.** No vehicle of any kind shall be parked or kept on any grassy or landscaped area. No inoperable or unlicensed vehicles are to be left on the premises. Recreational Vehicles may not be parked on the property unless they can be stored within the garage.
- 18. RIGHT OF ENTRY.** Management shall have the right to enter the Premises in case of an emergency, or after due notice, when the Management has good cause to believe the Resident(s) may have damaged the Premises or may be in violation of any law or municipal regulation. The Resident does agree that the Management may enter the Premises, after due notice, during normal business hours for the purpose of making repairs, alterations, improvements, inspections, exhibiting prospective Resident(s) or otherwise providing services. It is understood that any request by Resident for any repairs or services shall be deemed permission for the Management or its employees or agents to enter the Premises without further notice and at any reasonable time to perform such repairs or services. Management access to the Premises will not be unreasonably denied.
- A. Management has the right to enter the home forty-five (45) days prior to the expiration date of the lease, in order to inspect property and begin work on and repair any damages incurred by the Resident. Cost of repairs will be billed to the Resident, and payment is due upon receipt.
- B. Resident shall give Management notice of any anticipated extended absence of Resident from the Premises in excess of seven (7) days. During such absence of Resident, Management may enter the Premises at times reasonably necessary to protect the Premises, (i.e. heat setting). In the event the Resident fails to give such notice, Management may recover from Resident any actual damages sustained. **RI** \_\_\_\_\_
- 19. LOCKS AND KEYS.** The Resident may not install additional locking devices or other security devices in the Premises without the written consent from the Management. If approved, the Resident will supply to Management duplicate keys as required by the Management. Installation of any locks or any other security devices without the written consent of Management shall be a substantial breach of this lease, subjecting the Resident to all of the remedies provided to the Management herein, nor shall the Resident alter or modify in any way any locks provided by Management. The Resident shall be responsible to restore the Premises to the exact condition as it was prior to the installation of locks or other security devices and all damages there from to the Premises shall be paid to the Management by the Resident. Upon termination of this Lease, Resident shall surrender to the Manager all keys to the Premises or be liable for costs incurred to replace the locks and keys. There is a \$65.00 charge to change locks for any reason.
- 20. RESIDENT INFORMATION.** If Resident has supplied information to Management by means of a rental application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Management or Owner shall have the right to terminate this Lease, in which event Resident shall immediately vacate and surrender the Premises. Resident shall notify Management of any changes to

said application during the term of this Lease.

- 21. MAINTENANCE.** Management agrees to keep the Premises and all equipment provided, therein, as well as all common areas, in reasonable repair during the term of this Lease and in compliance with applicable health and safety laws of the state and local unit of government. Resident shall be liable for the cost of such repairs to the premises as may be due to or made necessary by the negligence or wrongdoing of Resident, any member of Resident's household, or Resident's employees, invitees, or guests. Such expenses so incurred shall be due on the next ensuing monthly rental installment due date and failure to pay shall constitute default by Resident under this Lease. Management's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Resident's obligation to promptly pay the rent as and when the same shall become due and payable under this Lease, nor give any Resident any right of abatement or withholding or escrowing of rental payments.
- 22. NOTICE TO VACATE OR RENEW.** Resident must provide a thirty (30) day written notice to Management effective the first day of rental period for the last day of a rental period. Notices to vacate received after the first day of the month will be effective for the last day of the following month. If resident fails to complete a renewal within fifteen (15) days of receiving notice from Management, resident shall automatically renew on a month-to-month basis. **RI** \_\_\_\_\_
- 23. EARLY LEASE TERMINATION.** Resident may terminate this Lease prior to the expiration of terms stated in paragraph 2 by providing to Management a thirty (30) day notice to vacate prior to the vacation date. For purposes of this paragraph only, the new termination of lease date, which is thirty days from notice given to vacate, will be defined as the vacation date. On the vacation date, the Resident must deliver to Management a buyout fee equal to three (3) months rent. Should the Resident vacate the home prior to the expiration of the notice period, Resident remains responsible for the rent and utilities during that period. Utilities must be kept on in the home at all times throughout the terms of the Lease. **RI** \_\_\_\_\_
- 24. MOVE-OUT PROCEDURES.** When Resident moves out of the Premises, an inspection of the condition of same shall be made after all of the personal effects of Resident have been removed. Resident should accompany Management during said inspection to help resolve any problems that may arise. Failure of Resident to do so shall constitute a concurrence by Resident Management, appropriate charges will be assessed for any missing items, damages or repairs to the Premises, or its contents (normal wear and tear excepted) so as to be in the same condition as on the commencement date of the term of this Lease. A charge for replacing locks and keys shall be assessed if all keys to the premises are not returned to Management. **RI** \_\_\_\_\_
- 25. PETS.** Resident shall keep no pets, at or about the Premises except with Management's prior written consent, which consent may be conditioned upon the payment of pet fees and Resident's agreement to observe Management's rules pertaining to pets. If Resident lives on a non-pet property, pets will not be permitted at any time, including visiting pets. **RI** \_\_\_\_\_
- 26. EMINENT DOMAIN.** If any government authority condemns any part of the Premises, then this Lease shall terminate as of the date that possession is taken by the government authority.
- 27. DEFAULT.** The Management shall have all remedies available by law to recover all rents due and payable for the term of this Lease. This includes any expense in obtaining judgment, reasonable attorney's fees, and all other damages sustained by Management. Acceleration: If a Resident should default under this Lease, Management shall have the right to declare the payment of rent reserved for the balance of the term of the Lease immediately due and payable. **RI** \_\_\_\_\_
- 28. ACTION BY MANAGEMENT UPON DEFAULT BY RESIDENT.** Under Oklahoma Law and this Lease Agreement, Management may terminate this tenancy during the term of the Lease Agreement upon one of the following:

A. Material Noncompliance by Resident Failing to Pay Rent When Due. The Resident's rent is

due and payable on the first day of each calendar month. If Resident fails to pay such rent due after Management has served a five-day notice for failure to pay rent, Resident is in default, and Management may terminate this Lease Agreement in accordance with the applicable Oklahoma law.

B. **Material Noncompliance by Resident Which can be Remedied Within 10 Days.** If Resident commits this type of material noncompliance, Management may serve on Resident a material noncompliance notice stating that if Resident does not remedy the specified noncompliance(s) within ten (10) days, the Lease Agreement will terminate in fifteen (15) days.

- 29. SEVERABILITY.** If any provision of this Lease Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.
- 30. WAIVER.** If Management should waive any provisions of this Lease, it shall not be construed as a waiver of a further breach of such provision.
- 31. MODIFICATIONS.** No modification of this Lease shall be binding unless in writing and signed by the Resident and by an authorized agent of Management.
- 32. LANDLORD'S RIGHT TO MORTGAGE AND ASSIGN.** Landlord shall have the right to subordinate this Lease to any mortgage now or hereafter placed on the Premises or on the Home Community. Resident acknowledges that Management may assign this lease in the event of a sale or transfer of the property to a new owner and a different management agent may at any time be designated at the sole discretion of Landlord. In the event of an assignment of this Lease by Landlord, Resident agrees to look solely to the assignor and its management agent for performance of Lease obligations subsequent to the date of assignment. At Management's request, Resident shall execute and deliver such documents as may be required in order to accomplish the purpose of this paragraph.
- 33. RIGHT TO RELET.** If Resident shall abandon or vacate the Premises, the same may be relet by Management for such rent and upon such terms that Management may see fit; and if a sufficient sum shall not thus be realized, after paying the expenses of such reletting and collecting, to satisfy the right hereby reserved, Resident agrees to satisfy and pay all deficiencies.
- 34. HOLDOVER RESIDENT.** If the vacating date has passed due to a termination of the Lease Agreement, or otherwise, and Resident remains in possession of the Premises, Resident is liable for the damages sustained by Management due to the Resident holding over including but not limited to storage, hotel, meals, mileage, etc payable to Management at the rate of two times the market rental rate. **RI\_\_\_\_\_**
- 35. RESIDENT FAILS TO OCCUPY THE PREMISES.** If Resident fails to occupy the home and pay rent to the Management for the minimum time provided in this agreement, Management will be entitled to use the deposit and prepaid rent to apply against any damages sustained by the Management as a result of the Resident's failure to occupy.
- 36. NOTICE OF INJURIES.** In the event of any injuries to Resident or Resident's family, guest or invitees, or in the event of any damage to any of their property that is allegedly caused by the negligence of Management or its agents or employees, Resident shall give Management a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to Management at Management's office, or at such other address, which Management should hereafter furnish in writing to the Resident. Such notice, or the alleged damage or injury described therein, shall not be deemed to impute any liability to Management or any party operating under or through Management, including the Management's of the Premises and the party and the property of which it is a part.
- 37. NOTICES TO THE RESIDENT.** All notices shall be in writing and will be given by regular mail or

by hand delivery.

**38. MANAGEMENT NOTICE AND DISCLOSURE.** Welcome Home Management Services is duly authorized to manage this property and to send, or accept on behalf of the Owner, all services of process and notices required, or permitted, by this Agreement, or by law. All notices to Owner must be in writing and may be mailed by regular mail or hand delivered during the hours of 8:30am to 5:00pm Monday through Friday, except holidays, in care of Welcome Home Management Services. (Mail to: P.O. Box 1044, Oklahoma City, OK 73101) All notices to the Resident(s) will be mailed by regular mail or hand-delivered to the address of resident's home, or to the last known address, if Resident has vacated the home. **RI**\_\_\_\_\_

**39. LEGAL EXPENSES.** Resident shall pay all costs, expenses, and attorney's fees, which shall be incurred or expended by Owner or Management due to Resident's breach of the covenants and agreements of this Lease. In the event that Management proceeds with court action due to Resident's breach of the covenants and agreements of this lease, Resident will pay a \$100.00 filing fee. **RI**\_\_\_\_\_

**40. DISCRIMINATION.** Management and Agent do not discriminate against Resident in the Provision of services, or in any other manner. The property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap or elderliness in compliance with all applicable federal and state and local fair housing laws and regulations.

**41. LIABILITY/RESIDENT (S) AND GUARANTOR (S).**

A. All parties whose names are signed to this agreement shall be jointly and severally liable to Management for rent and deposits required herein as well as damages through default, abuse, or pet damages.

B. Resident(s) and guarantor(s) further agree to be bound by any renewal agreement of this lease, which may provide for extended term, rental increase, if any.

Resident acknowledges the reading and understanding of this Lease Agreement. Resident further acknowledges that the lease and any extension or renewal thereof is inclusive of the rules and regulations, which is hereby made a part of this lease by reference.

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGENT FOR OWNER

\_\_\_\_\_  
DATE