

Copy Given to Tenant Date _____

Entered QB Date: _____

RENT: _____ DEPOSIT: _____ PET FEE: _____ LEASE START: _____ LEASE
DUE _____ 1st _____

RESIDENTIAL LEASE

THIS LEASE is entered into this _____ day of _____, by and between MAC
Rentals LLC (hereinafter referred to as "Landlord") and

_____ (hereinafter referred to as "Tenant").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following premises located at _____,

located in Cleveland County, State of Oklahoma (hereinafter referred to as "Premises").

2. **Term.** The term of this Lease will commence on the _____ day of _____, and will continue the same terms and conditions herein until the (last) _____ day of _____, 2020. **This lease shall renew for an additional 12 months unless 30 day**

written notice is given prior to Lease due date and according to the terms of this lease. Either party may terminate this Lease at the end of the term specified above, upon thirty (30) days prior written notice to the other party as provided by the laws of the State of Oklahoma. **This Lease may also terminate sooner according to the provisions hereof. The 30-day notice must be given at least 30 days prior to your lease expiration and vacate no later than the 1st of the following month.**

3. **RENT.** Tenant agrees to pay the Landlord, without any deduction of set off, rental payments in the amount of \$_____ per month, payable in advance on the first day of each month during the term of this Lease. Checks should be made payable to **MAC RENTALS LLC**. Rent shall be paid to Landlord at **P O Box 892616, Oklahoma City, OK 73189** or at such other address as Landlord may specify in writing to Tenant. **Time is of the essence in this Lease.** Certified Mail will not be accepted for regular rent. **All payments will be applied to the 1st rent due.** Tenant is responsible for all Money orders or Money Grams and it is highly recommended that a copy of each be kept for at least 6 months.

(a) Tenant may pay the month's rent with personal checks as long as no personal checks are returned unpaid or dishonored. If a personal check is returned unpaid or dishonored, the Tenant hereby agrees to make all future rental payments with cash or money order. **There will be a \$50.00 return check charge for each check returned unpaid plus late fees. It is the Tenant's sole responsibility to deliver any cash.**

4. **SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of \$_____ to be held as security for the payment of rent and the faithful performance by Tenant of all of its obligations in this lease. Landlord may use the security deposit to repair any damage to the Premises caused by the Tenant or its guests, and to clean the Premises upon termination of the Lease. The security deposit may not be applied by Tenant to the payment of rent. The security deposit shall be held and applied as provided by the laws of the State of Oklahoma. If the Tenant fully performs its obligations hereunder, the security deposit, or balance, shall be promptly returned to Tenant after the termination of this Lease. Tenant must request the **return of deposit in writing and provide a forwarding address within 14 days of vacating the premises or the landlord shall have no obligation to return any of the deposit.** Landlord shall have up to thirty (30) days to return the deposit due after receiving that request minus all cost and charges. Tenant is responsible for the insurance deductible on any claim made by the landlord to its insurance company on a claim caused by the tenant. The sum of **\$150 will be taken out for carpet/tile/floor cleaning** at the end of the lease. **If lease is broken security deposit will not be returned.**

5. **LATE CHARGES.** If tenant fails to pay any installment of rent or any other amount within 3 days of the date the same is due, Tenant shall pay Landlord a late payment charge in the amount of **\$100.00 PLUS \$10.00 per day** and or the maximum allowable by law. Rent is due on the 1st of each month and is considered **late after the 3rd**. Rent payments lost in the mail and not received by the 3rd will be considered late.

6. **USE.** The Premises shall be used solely as a private residence by Tenant and occupancy shall be limited to a maximum of 2 persons per bedroom. Tenant hereby agrees the total number of persons to be residing in the premises will be no more than _____. Tenant agrees to comply with all present and future laws, ordinances and regulations of any public authority relating to the use of the premises. Tenant shall not make or permit any noisy or offensive use of the premises or allow any nuisance or use which might interfere with the enjoyment of other tenants or neighbors.

Tenant will not permit any hazardous act or use of the premises which might increase the cost of fire insurance or cause the cancellation of such insurance. Tenant will not make or permit any waste on the premises. Tenant will not permit any lien or encumbrance to be placed on the premises or building in which premises are located. **Tenant shall not install or give permission to install any cable, satellite or anything else without the prior written consent of the Landlord or there will be a \$1,000 charge imposed.** If permission is granted, **under no circumstance** should satellite be installed on the roof or siding. No business shall be operated from the premises including childcare without the prior written consent of the Landlord.

7. **UTILITIES.** Tenant will pay for ALL utilities and services furnished to the Premises. Any utilities should be **placed in tenants name within 48 hours.** Landlord shall have the right to cut off any utilities not changed over to Tenant. Additionally, a fee of \$100 plus the utility cost will be imposed after 7 days if not put in Tenant's name.

8. **MAINTENANCE AND CONDITION.** Tenant acknowledges that it has examined the Premises and furnishings (if applicable) and personal property (if applicable) and that they are in good and habitable condition. Tenant shall keep the premises and furnishings (if applicable) and personal property (if applicable) in a clean and sanitary condition and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted. Tenant also **accepts the current condition and cleanliness of the house and yard.** Tenant agrees to **not park in the yard.** Tenant shall use all fixtures, appliances, and facilities in a reasonable manner. Tenant shall dispose of all garbage in designated disposal facilities. Tenant will pay for all damage to the premises and repairs required due to the misuse or neglect of Tenant or Tenant's guests. Tenant acknowledges that at any time during the lease if the screens are torn off, they will be replaced by the landlord and **invoiced at cost plus 50%** and due within 7 days. Tenant agrees to promptly give notice to the Landlord at P. O. Box 892616 Oklahoma City, OK 73189 of any repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same. In no case shall the Tenant fix or contract to fix or do any repair.

9. **ALTERATIONS.** Tenant shall not paint or deface the Premises, or make any alterations, additions or improvements without, on each occasion, obtaining the prior written consent of Landlord. Unless otherwise agreed in writing, all alterations, additions and improvements shall become the property of Landlord and shall remain on the Premises at the expiration or termination of

this Lease; provided, however, that Landlord, at its option, may require Tenant to remove any such alteration, additions or improvements and restore the Premises to its former condition.

10. **DELIVERY OF POSSESSION.** If Landlord is unable through no fault of its part to deliver possession of the Premises to Tenant on the commencement date, this Lease will continue in effect, but rent will be prorated according to when possession is given to Tenant. If Landlord is unable to deliver possession within 40 days of the commencement date, either Landlord or Tenant may terminate this Lease and all payments made will be returned to Tenant and all obligations of the parties will cease. Landlord will not be liable for any damages for any delay or failure to deliver.

11. **PETS.** Tenant shall be allowed to keep the following pet(s) in or about the Premises:

_____.

Tenant shall pay to the Landlord a nonrefundable pet deposit in the amount of

\$_____ per pet, **NO EXCEPTIONS.** No other animals or pets of any kind may be kept in or about the Premises without Landlord's prior written permission.

12. **QUIET ENJOYMENT.** By paying the rent and observing all the terms and conditions herein, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease.

13. **ACCESS.** Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders. Landlord may also enter the Premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for sale or rent. In an emergency, and as permitted by the laws of the State of Oklahoma, Landlord may enter the Premises without prior notice to Tenant. **Landlord may show the premises to prospective tenants after a 30-day notice is given by the current tenant.**

There will also be a \$200 lock out service fee to come and unlock the door.

14. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet all or any portion of the Premises without on each occasion obtaining the prior written consent of Landlord, which consent will not be unreasonably withheld. Notwithstanding any assignment or subletting, Tenant will remain liable for the payment of rent and the performance of all terms and conditions of this Lease. Any attempt to assign or sublet without Landlord's consent shall be void and shall entitle Landlord to terminate this Lease.

15. **FIRE AND CASUALTY.** This Lease will terminate upon a total destruction of the premises or building containing the premises due to fire or other casualty and rent will be apportioned as of such

date. In the event the premises are un-tenantable, rent will be abated until Landlord shall have restored the same to substantially their former condition. Provided, however, that if landlord elects not to repair such damage, or if such repairs shall not have been completed within 60 days, either party may terminate this Lease and rent will be apportioned as of the date of termination.

16. **LOSS OR DAMAGE.** Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is **Tenant's responsibility to insure its own possessions.** Renter's Insurance is highly recommended.

17. **INDEMNICATION.** Landlord will not be liable for any loss or damage of any property or injury or death to Tenant or any person occurring on or about the Premises. Tenant agrees to indemnify and hold harmless from all claims, expenses, damages and liabilities of whatever nature, including attorney's fees, relating to the foregoing.

18. **DEFAULT.** Tenant will be in default of this Lease upon the occurrence of any one of the following events:

- a) Failure to pay any installment of rent or any other amount hereunder on the date the same is due;
- b) Failure to perform or comply with any other agreement, term or condition of this Lease;
- c) Abandonment of the Premises;
- d) Any misrepresentation or omission of Tenant or any guarantor made to Landlord in connection with this Lease or rental application;
- e) Assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against tenant or any guarantor.

19. **REMEDIES OF LANDLORD.** Upon any default by Tenant, Landlord may, at its option, terminate this lease and/or commence eviction proceedings in accordance with the laws of the State of Oklahoma. The rights and remedies in this Lease are cumulative, not exclusive, and are in addition to any other rights and remedies available to Landlord at law or equity.

20. **NO WAIVER.** The failure of Landlord to require strict performance by Tenant of any provision of this Lease is not a waiver for the future of any breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

21. **SUBORDINATION OF LEASE.** This lease is subject and subordinate to all present and future mortgages, trust deeds and other security instruments that may be placed on the building in

which the Premises are located. Although no further act by Tenant is necessary to accomplish the above, Tenant agrees to sign any other instruments subordinating this Lease as Landlord may reasonably request.

22. **SURRENDER AND HOLDING OVER.** At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any personal property left on the premises after Tenant vacates or abandons the premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to applicable law of the State of Oklahoma.

23. **NOTICES.** All notices and communications under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by regular U.S. mail to Tenant at the address of the premises or certified Mail to Landlord at P. O. Box 892616, Oklahoma City, OK 73189, or to such other address as either party may specify in writing to the other.

24. **ENTIRE AGREEMENT.** This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not set forth herein. This lease may only be amended in writing and signed by both Landlord and Tenant.

25. **INVALID PROVISIONS.** If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

26. **PARTIES BOUND.** This Lease shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns.

27. **RIDERS.** The riders and exhibits, if any, attached hereto and initialed by the parties are made a part of this Lease.

28. **SPIDERS AND INSECTS.** The landlord will pay to have the house sprayed each quarter; tenant shall report any insect/rodent issues as soon as possible.

THIS IS A BINDING LEGAL DOCUMENT. IF ANY PROVISIONS ARE NOT UNDERSTOOD BY THE TENANT, THE TENANT IS HEREBY ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING. BY SIGNING THIS DOCUMENT, TENANT ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LEASE AND AGREES TO SAME. TENANT ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS LEASE.

29. Attorney fees, court cost and collection agency expenses shall be added to any and all collection process and owed by the tenant.

This Lease is executed on the _____ day of _____, 20_____

TENANT SIGNS BELOW WITH PHONE NUMBER

X _____

X _____

NAME _____ CONTACT# _____

NAME _____ CONTACT# _____

LANDLORD: MAC RENTALS BY x _____

MAC RENTALS, P.O. Box 892616
Oklahoma City, OK 73189 405.406.9130

SERVICES TO CONTACT

CHANGE TO YOUR NAME MUST BE MADE WITHIN 48 HOURS

UTILITIES

OKLAHOMA NATURAL GAS 800.664.5463 (ONLY IF THE HOUSE HAS GAS)

OKLAHOMA ELECTRIC COOPERATIVE 405.321.2024

OKLAHOMA CITY WATER AND TRASH 405.297.2833

Addendum to lease #1

Date:

Property: _____

Addendum to lease #2

EST. COST OF REPAIRS IF INCURRED

- \$ 100 PER SHOWING TO RENT IF LEASEE IS BROKEN
- \$ 10 PER LIGHT BULBS
- \$ 150 MOWING
- \$ 100 WEED EATING
- \$ 300 PER LOAD TRASH REMOVAL
- \$ 25 PER STOVE INSERTS
- \$ 150 CARPET CLEANING
- \$ 50 / WINDOW BLIND
- \$ 100 / ROOM SCRATCHES WOODWORK OR DOORS
- \$ 100 / SCREEN
- \$ 150 / BROKEN WINDOW
- \$ 200 / INTERIOR DOOR IF REPLACED
- \$ 500 / EXTERIOR DOOR IF REPLACED
- \$150 STORM DOOR REPLACEMENT
- \$1500 PAINTING INTERIOR HOUSE
- \$ 300 CLEANING
- \$ 25 / LIGHT GLOBE
- \$ 500 AC AND HEATER SERVICE DUE TO DIRTY FILTERS
- \$ 250 / FROZEN OUTSIDE FAUCET
- \$ 35 TOILET PAPER HOLDER OR ROD
- \$ 125 / TIME SPRAYING FOR BUGS, ROACHES AND SPIDERS
- \$ 150 REPLACE RANGEHOOD
- \$ 250 REPLACE CEILING FAN
- \$ 150 REPLACE TOWEL ROD OR RACK
- \$ 50 / HOUR LABOR TO REPAIR OR REPLACE NORMAL ITEMS
- \$ 50 / HOUR MINIMUM FOR ANY AND ALL CONTRACT LABOR
- \$ 100 / LOCK CHANGED
- \$ 100 / SHOWING TO RERENT IF LEASE IS BROKEN
- \$ 900 RANGE IF BROKEN OR UNCLEANABLE

ADDITIONAL COST AS APPROPRIATE

MAC Rentals
Memorandum of Agreement

1. **Upon agreement, Lessee's Security Deposit check will be deposited. This effectively removes the house from the market. This deposit is nonrefundable if you do not carry out the lease agreement at any time.**
2. **Since utilities will be terminated by Lessor at time of move-in, all utilities must be in tenants name within 48 hours.**
3. **Move in and move out report will be conducted at the start of the lease and end of lease with tenant present.**
4. **MAC Rentals LLC has the right to show the house 30 days prior to end of lease.**
5. **Deposit will not be returned if Lease is broken.**

6. **NO SATELITE ON THE**
ROOFS OR SIDING

Move-in/Move-Out Condition Report

This Move-in/Move-Out Condition Report is part of the Lease Agreement dated ___/___/___ between
 _____ (Tenant) and _____ (Landlord) for the property
 located at _____.

The Landlord/Manager and Tenant have each inspected the property listed above. Tenant understands that this Condition Report is a part of their Lease Agreement and will used to document the condition of the dwelling upon gaining occupancy and upon vacating.

	Arrival Condition	Departure Condition
Living Room		
Floor and Floor Covering		
Walls and Ceiling		
Window(s)		
Window Covering(s)		
Lighting Fixture(s)/Fans		
Door(s)/Hardware		
Heating		
Outlets/Switches		
Smoke Alarms/CO Alarms		
Other		

	Arrival Condition	Departure Condition
Kitchen/Other _____		
Floors/Floor Coverings		
Walls and Ceiling/Caulking		
Window(s)		
Window Covering(s)		
Lighting Fixture(s)/Fans		
Door(s)/Hardware		
Heating		
Outlets/Switches		
Smoke Alarms/CO Alarms		
Cabinets/Hardware		
Refrigerator		
Stove/Oven		
Stove Vent		
Microwave		
Dishwasher		
Sink/Fixtures/Plumbing		
Counter		
Garbage Disposal		
Washer/Dryer		
Dryer Vent		
Other		

	Arrival Condition	Departure Condition
Bathroom(s)		
Floors/Floor Coverings		
Walls and Ceiling/Caulking		
Window(s)		
Window Covering(s)		
Lighting Fixture(s)/Fans		
Door(s)/Hardware		
Heating		
Outlets/Switches		
Smoke Alarms/CO Alarms		
Cabinet(s)/Hardware		
Counter Surfaces		
Sink/Fixtures/Plumbing		
Bathtub/Shower/Fixtures		
Toilet		
Other		

	Arrival Condition	Departure Condition
Bedroom		
Floor and Floor Covering		
Walls and Ceiling		
Window(s)		
Window Covering(s)		
Lighting Fixture(s)/Fans		
Door(s)/Hardware		
Heating		
Outlets/Switches		
Smoke Alarms/CO Alarms		
Other		

	Arrival Condition	Departure Condition
Bedroom/Other		
Floor and Floor Covering		
Walls and Ceiling		
Window(s)		
Window Covering(s)		
Lighting Fixture(s)/Fans		
Door(s)/Hardware		
Heating		
Outlets/Switches		
Smoke Alarms/CO Alarms		
Closet		
Other		

Arrival Condition

Departure Condition

Bedroom/Other _____		
Floor and Floor Covering		
Walls and Ceiling		
Window(s)		
Window Covering(s)		
Lighting Fixture(s)/Fans		
Door(s)/Hardware		
Heating		
Outlets/Switches		
Smoke Alarms/CO Alarms		
Closet		
Other		

	Arrival Condition	Departure Condition
Other		
Exterior of Building		
Lawn/Garden		
Driveway/Walkways		
Garage		
Porch		
# of Keys Received:	Door ___ Garage ___ Mailbox ___ Other ___	Door ___ Garage ___ Mailbox ___ Other ___
Other		

Comments:

Move-in Inspection	Move-Out Inspection
Landlord/Manager _____	Landlord/Manager _____
Tenant _____	Tenant _____
Tenant _____	Tenant _____
Date of Move-in Inspection ___/___/___	Date of Move-Out Inspection ___/___/___