

The Heights

Apartment Lease Contract

Date of Lease Contract _____ this is a Legal Document-Read Carefully before Signing

- PARTIES.** This Lease Contract is between you, the resident _____, and us, the owner: THE HEIGHTS. You've agreed to rent apartment no. _____, at 4501 University Blvd, Durant, Oklahoma 74701 for use as a private residence only. The term "you" refers to the owner listed above and not to property managers or anyone else.
- OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants signing the Lease Contract): _____. No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more the 3 consecutive days without prior written consent during the month.
- CONTRACT TERM.** The initial term of the Lease Contract begins on the _____ day of _____, 20____, and ends at midnight the _____ day of _____, 20____. Parties must give written notice of termination at least 30 days before the Lease Contract expires unless all parties agree to renew Lease Contract. If this contract is broken before the end of the lease term then a \$1,500 termination fee will apply. A written move-out or nonrenewal notice must be given as required by this Lease.
- SECURITY.** Your total security deposit for all purposes, and for all and or each Resident(s), is \$_____, due on or before the date this Lease Contract is signed.
- KEYS.** You will be provided _____ apartment key(s) for _____. Keys must not be duplicated. Your spouse or any other resident or occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys. You will be provided a mailbox key for \$10.00.

If all keys are lost there will be a \$120 charge to replace all locks.

- RENT; CHARGES.** You will pay \$_____ per month for rent, payable in advance without demand at the on site managers office. You must pay your rent on or before the 1st of each month (due date) with no grace period. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashiers check money order, or one monthly check rather than multiple checks. If you don't pay on time, you'll be delinquent, and all remedies under this Lease Contract will be authorized. If you don't pay all rent on or before the 5th day of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$35 plus a late charge of \$5 per day until paid in full. Daily late charges must not exceed 15 days for any single months rent. You will pay \$35 fee for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. Charges for violating the house rules, drug-free lease agreement, or pet restrictions will be immediate eviction. You must not withhold or offset rent unless authorized by statue.
- UTILITIES.** We'll pay for the following items, if checked:
____ Water
____ Gas
____ Electricity
____ Wastewater
____ Trash

We will supply the following appliances: Refrigerator, dishwasher, microwave, and stove.

You'll pay for all other utilities, related deposits, and charges on utility bills connected in your name. You must not allow utilities to be disconnected – including disconnection for not paying your bills – until the Lease Contract term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, use only battery-operated lighting. If the apartment is sub-metered, we'll attach an addendum to this Lease Contract.

8. **INSUREANCE.** We urge you to get your own insurance for losses due to theft, fire, smoke, water damage, etc. If you are interested in purchasing renter's insurance and would like a list of local agencies, ask the manager for a list at the time of lease signing. We do not offer insurance.
9. **RELETTING CHARGE.** You'll be liable to us for a re-letting charge of \$200 if you:
 - 1) Fail to give 30-day written move-out notice;
 - 2) move out without our written approval and without paying rent in full for the entire Lease Contract term or renewal period;
 - 3) move out at our demand because of your default; or
 - 4) are judicially evicted

Not a Release. The re-letting charge – which is neither a Lease Contract cancellation fee nor a buyout fee – does not release you from continued liability for future or past-due rent, cleaning, repairing, repainting, lock changes, or other sums due. Rather, the re-letting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain – particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. The re-letting charge is due whether or not our re-letting attempts succeed. If no amount is stipulated, you must pay our actual re-letting costs so far as they can be determined.

10. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, or cost of repairs or service caused anywhere in the apartment community by your or any guest's or occupant's improper use or negligence. **Unless the damage or stoppage is due to our negligence, we're not liable for – and you must pay for-repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payments of repairs for which you're liable. Any delay in our demanding sums you owe is not a waiver.
11. **CONTRACTUAL LIEN AND ABANDONMENT.** **All property in the apartment is (unless exempt under Section 133 of the Oklahoma Residential Landlord and Tenant Act) subject to a contractual lien to secure payment of delinquent rent.** For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, and storerooms for your exclusive use.

Removal After We Exercise Lien for Rent. **If your rent is delinquent, our representative may peacefully enter the apartment and/or store all property subject to lien.** Written notice of entry must be left afterwards in the apartment in a conspicuous place-plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed.

Removal After Surrender, Abandonment, or Eviction. If you surrender or abandon the apartment or are judicially evicted, we (or law officers) may remove and/or store all property remaining in the apartment or in common areas, including any vehicles you or any occupant or guests owns or uses.

12. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We may end your right of occupancy and recover damages, future rent, re-letting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under this Lease Contract apply to acceleration under this paragraph.
13. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increase or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions by any signed written addendum, or by reasonable changes of apartment's rules. If, at least 35 days before the Lease Contract term or renewal period ends, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us 30 days written move-out notice required by this Lease Contract.
14. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are not liable to you for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to a refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later:

- 1) If we give written notice to any of you when or after the Lease Contract begins – and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- 2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The move-in date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless you and we agree.

15. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.
16. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the apartment community.
17. **CONDUCT.** The apartment and other areas reserved for our private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We

may also exclude from any patio or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or as a guests of a specific resident in the community.

18. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct; loud music or noises which can be heard outside of your apartment; disturbing or threatening the rights, comfort, health, safety, convenience of another on or near the apartment community; possessing, selling, or manufacturing illegal drugs or drugs paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by the Penal Code of the State of Oklahoma; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; soliciting business or contributions; operating a business or childcare services; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the apartment community; and using candles or kerosene lamps.

19. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boat, trailers, and recreational vehicles. We may require the use and display of parking permits. We may have illegally parked vehicles towed under an appropriate statute. A vehicle is prohibited in the apartment community if it:

- 1) Has flat tires or other conditions rendering it inoperable;
- 2) Has an expired license or inspection sticker;
- 3) Takes up more than one parking space;
- 4) Is parked in a marked handicap space without the legally required handicap insignia;
- 5) Blocks another vehicle from exiting;
- 6) Is parked in a fire lane or designed 'no parking' area; or
- 7) Is parked in a space marked for other resident(s) or unit(s).
- 8) Or is not a current tenant, and parked here Monday-Friday between 8:00am and 1:00pm; without prior written permission from the apartment manager, or is issued an visitor parking pass
- 9) No parking of motorized vehicles in breezeways and/or patio areas.

20. **RELEASE OF RESIDENT.** Unless we've given a written release, you won't be release from this Lease Contract for any reason – including but not limited to voluntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

21. **MILITARY CLAUSE.** Under the following circumstances, you may terminate the Lease Contract by giving us written notice:

- 1) If you are or become a member of the Armed Forces of any nation on extended active duty and receive change of station orders to permanently depart the local area or if you are relieved from active duty; or
- 2) If you're deployed to a foreign country as a member of the United States Armed Forces and are not continuing to receive quarters allowance from the military.

In either case, termination notice will effectively terminate the Lease Contract 30 days after the next monthly rent payment is due. You must furnish us either a copy of the official permanent change of station orders or a deployment letter or order. Military permission for base housing doesn't constitute a permanent change of station order. After move-out, you're entitled to return of your security deposit, less lawful deductions.

22. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and other's safety and security, especially in the use of smoke detectors, dead bolt locks, window latches, and other security devices.

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

Casualty Loss. We're not liable to any resident, guests, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lighting, wind, explosions and interruption of utilities, unless that injury or damage is caused by our negligence. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must – for 24 hours a day during freezing weather – (1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water from faucets. You'll be liable for damages to our and others; property if damages is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us (that is, hold us harmless) from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local fire, police, or EMS authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. You should then contact the apartment manager. You won't treat any of our security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, or guests in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report for our representative and for the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident-report number upon request.

23. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for condition materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in clean, safe, and good working conditions.

You must use customary diligence in maintaining the apartment and common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for pictures hanging in sheetrock walls, unless our rules state otherwise. No water furniture, antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screen, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish; after that, you'll replace them at your expense with bulbs of the same wattage. When you move in, we'll supply a new air conditioner filter; after that, we will replace the air filter every month with a new, correctly sized air filter. Your improvements to the apartment, whether or not we consent, become ours unless we agree otherwise in writing.

24. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE AND REQUEST – FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS – IT MUST BE ON WRITING IF REQUIRED BY THE APARTMENT MANAGER (except in emergencies involving immediate danger to person or property, such

as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress).

Our complying with or responding to an oral request regarding security or non-security matter doesn't waive the strict requirements for written notices under this Lease Contract. You must promptly notify us, if required, in writing of the following: water leaks; electrical problems; broken or missing locks or latches; and other conditions that poses a non-emergency hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate.

If we consider fire or catastrophic damage substantial, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less deductions, if the option of another apartment is not available to tenant(s) at the time of inconvenience.

25. PETS. No pets are allowed (even temporarily) anywhere in the apartment community unless we've so authorized in writing. Any undeclared pet will result in pet rent retroactive to the beginning date of this lease. If we allow a pet, you and we must sign a separate pet agreement, also pet must not exceed 25 lbs. and there will be a monthly pet rent for \$____. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents, and insects. You must not feed stray animals, if you so do, then you will be considered owning an animal and an eviction will be enforce. If you or any guest or occupant violates pet restrictions (with or without your knowledge), you'll be subject to the charges, damages, eviction, and other remedies provided in this Lease Contract.

26. If a pet has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, or shampooing to protect future residents from possible health hazards. Daily pet charges and pet-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restriction and rules. We may remove an unauthorized pet by leaving, in a conspicuous place in the apartment, written notice 24 hours' prior of intent to remove the pet. We may keep or kennel the pet or turn it over to the humane society or local authority. We keeping or kenneling a pet, we won't be liable for loss, harm, sickness, or death of the pet unless due to our negligence. We'll return the pet to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the pet's reasonable care and kenneling charges. We have no lien on the pet for any purposes.

27. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairs, services, or our representatives may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then repairers, services, or our representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease Contract) if:

- 1) Written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- 2) Entry is for: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance filter changes; testing or replacing smoke detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying unauthorized security devices; removing

unauthorized window coverings' stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our rules; removing unauthorized pets; retrieving property owned or leased but former residents; inspections when immediate danger to person or property is reasonable suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents

28. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupants violate the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident considered to have residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, any one or multiple residents are considered the agent of all other residents in the apartment for service of process. Security-deposit refunds may be by one check jointly payable to all residents; the check and any deductions itemizations may be mailed to one resident only.

29. REPLACEMENTS AND SUBLETTING. Replacing a resident or subletting is allowed only when we consent in writing. If departing or remaining residents procure a replacement resident acceptable to us before moving out and we expressly consent to the replacement or subletting, then:

- 1) A re-letting charge won't be due;
- 2) An administrative (paperwork) fee will be due if authorized under owner's rules; and
- 3) You will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Credits. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and future rent. If you move out early, we'll exercise customary diligence to re-let.

Procedures. If we approve a replacement resident, then we may, at our option, require that either: (1) the remaining and replacement sign this Lease Contract with or without increase in the total security deposit; or (2) the remaining and replacement residents sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or to the security-deposit refund, but will remain liable for the rest of the original Lease Contract term unless we agree otherwise in writing.

30. DEFAULT BY OWNER. We'll act with customary diligence to:

- 1) Keep common areas reasonable clean;
- 2) Maintain fixtures, furniture, hot water, heating and A/C equipment;
- 3) Substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- 4) Make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under Section 133 if the Oklahoma Residential Landlord and Tenant Act only follow: (a) you must make a written request for repairs or remedy of the condition, and all rent must be current at the time; (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless

the repair is made within days; and (d) if repair hasn't been made within 14 days, you may terminate this Lease Contract and exercise other statutory remedies. Security deposits and prorated rent will be refunded as required by law.

31. **DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe; (2) you are delinquent in paying rent or other amounts you owe more than two times in any twelve month period; (3) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (4) you abandon the apartment; (5) you give incorrect or false answers in a rental application; (6) you or any occupant is arrested for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Uniform Controlled Dangerous Substance Act; or (7) any illegal drugs or paraphernalia are found in your apartment.
- a) **Eviction.** If you default, we may end your right of occupancy by giving 24 hours' written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the back of the apartment's main entry door. Termination of your possession rights or subsequent re-letting doesn't release you from liability for future rent. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing, or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our rights to damages, past or future rent, or other sums.
 - b) **Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term and renewal period. Such conduct is considered defaults for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Our right to accelerate is in lieu of having rent for the entire term payable when the Lease Contract begins.
 - c) **Holdover.** If you hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing), then (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term for up to one month from the date of notice of Lease Contract extension-by delivering written notice to you or your apartment while you continue to hold over.
 - d) **Other Remedies.** If your rent is delinquent and we give you 24 hours' prior written notice, we may terminate utilities that we've furnished and paid for unless governmental regulations on sub-metering or utility pro-rations proved otherwise. We may report unpaid amounts to credit agencies. Upon default, we have all other legal remedies, including Lease Contract termination. Unless a party is seeking exemplary, punitive, or personal-injury damages, the prevailing party may recover from the non-

prevailing party attorney's fee and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees.

- 32. INTERPRETING THIS LEASE CONTRACT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. All notices and documents may be in English or at our option, in any language that you read or speak. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on page 1 invalidates this Lease contract. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.
- 33. PAYING SUMS DUE.** Payment of all sums in an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds or utility payments subject to governmental regulations) first to your non-rent obligations, then to rent-regardless of when the obligations arise. All sums other than rent (which is due on the first) are due upon our demand. After the due date, we do not have to accept the rent or any other payment.
- 34. MOVE-OUT NOTICE.** You must give at least 30 days' written move-out notice to the Apartment Manager. Your move-out notice will not terminate the Lease Contract before the end of the original Lease Contract term or the month-to-month renewal period. Your move-out notice terminates the Lease Contract on the exact day designated in the move-out notice but no sooner than 30 days after the notice. Move-out notice given on the first suffices for move-out on the last day of the month. Oral move-out notices aren't sufficient and doesn't constitute notice. Use our written move-out form; if you don't, you must obtain from our representative written acknowledgment that move-out notice has been received. You will still be liable for the entire Lease Contract term if you move out early except under the military clause.
- 35. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless both you and we agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent and re-letting charges. Before moving out, you must pay all rent through the end of the Lease Contract term or renewal period. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal service, in writing, each resident's forwarding address.
- 36. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms. You must follow move-out cleaning instruction if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges-including charges for draperies, furniture, walls, and etc.that are soiled beyond normal wear (that is, wear or

soiling that occurs without negligence, carelessness, accident, or abuse). We will clean the carpets, and you will pay a carpet cleaning fee of \$_____ upon your move-out of the apartment.

- 37. MOVE-OUT INSPECTION.** You should meet with our representative for move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by Apartment Personal are subject to our correction, modification, or disapproval before final refunding or accounting.
- 38. OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities, un-reimbursed service charges; damages or repairs (beyond reasonable wear); replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning, trips to let the company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open apartment when you or any guest or occupant is missing a key, key duplicates; unreturned keys; missing or burned-out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or re-keying unauthorized security devices or alarm systems; agreed re-letting charges; packing, removing or stoning property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false-security-alarm charges unless due to our negligence; government fees or fines against us for you, your occupant's or guest's not recycling; late-payment and returned-check charges; a charge (not to exceed \$100.00) for our or our representative's time and inconvenience in lawfully removing a pet or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due. Under the following circumstances, we'll charge a fee: (1) if you do not return all keys on or before your actual move-out date; (2) if rent has been accelerated; or (3) if you're judicially evicted or move out upon our demand because you've defaulted. **Additional fees/charges: Lock Out fees: \$25.00 after hours; \$35.00 weekend; and \$50.00 on holidays.**

- 39. DEPOSIT RETURN; SURRENDER; ABANDONMENT.** We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise. You surrender the apartment on the date of the earlier of the following: (1) all keys have been turned in where rent is paid; or (2) the move-out date has passed and no resident or occupant is living in the apartment in our reasonable judgment. You abandon the apartment when: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed from the apartment; and (3) no one has been in the apartment for 5 consecutive days while the rent is due and unpaid. An apartment is also abandoned on the 10th day after the death of a sole resident. Surrender or abandonment doesn't affect our duty to give prorated credit for rent later received from others during the remainder of your Lease Contract term or renewal period.

- 40. COMPIES AND ATTACHMENTS.** This Lease Contract has been executed in multiple copies- one for you and one or more for us. Any of our rules, such as community policies and move-out cleaning instructions, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract:

- _____ **Copy of Lease Contract**
- _____ **Inventory & Condition Form**
- _____ **Notice of Intent to Move Out Form**

THIS IS A BINDING LEGAL DOCUMENT- READ CAREFULLY BEFORE SIGNING. YOU ARE ENTITLED TO A COPY OF THIS LEASE CONTRACT WHEN IT'S FULLY SIGNED.

RESIDENT(S) & SOCIAL SECURITY NUMBER (SIGN BELOW)

(Print name of Tenant 1)

____-____-_____
social security number

Signature

(Print name of Tenant 2)

____-____-_____
social security number

Signature

Apartment Management (signs below)

Address and Phone Number of Apartment Management for Notice Purposes:

The Heights
4501 University Blvd.
Durant, OK 74701
(580) 634-3083

Date form is filled out (same as on top of page 1) _____

