

1220 W Willow Rd • Enid, OK 73703
(580) 484-0077

1. Residency and Financials

1.1 OWNER'S BROKER, A LICENSED REAL ESTATE BROKER, OR OWNER OF PROPERTY

OWNER'S BROKER, a licensed real estate Broker, OR OWNER of Property.

Name (Owner): Plainsman Properties LLC

Owner/Owner's Broker Address:

1220 W Willow Rd
Enid, OK 73703

Tenant(s): Clarissa Serna, Clarissa Serna, Isaiah Jones (the "Tenant")

Property Address:

310W Elm Apt 2W
Enid, OK 73701

See 4.18 for legal description

In consideration of their mutual agreement to the following terms, conditions, and covenants, the Owner/Owner's Broker leases to Tenant and Tenant leases from Owner/Owner's Broker the above-described Premises.

1.2 TERMS, CONDITIONS, AND COVENANTS

A. TERM. This lease is for a term of 12 months, beginning on 09/12/2022 ("Commencement Date") and expiring on 09/30/2023 ("Expiration Date"). Any extension of the Expiration Date must be mutually agreed upon in writing prior to the Expiration Date. In the event that any month's rent is not received by the landlord within five (5) days after written notice of the landlord's demand for payment then any tenancy shall automatically terminate, as provided by the Oklahoma Residential Landlord-Tenant Act (ORLTA). Any funds held by the Owner/ Owner's Broker shall be disbursed in accordance with Paragraph 3. Tenant agrees to give Owner/Owner's Broker written notice of intent to vacate the property, Hold Over, or request to extend the lease, at least thirty (30) days, but no more than forty-five (45) days prior to the Expiration Date. NOTE: The Servicemembers Civil Relief Act (SCRA) requires that a military service member be able to terminate certain lease agreements (See Paragraph 34 of this Contract for additional information).

B. HOLD OVER TENANCY. If Tenant holds over after the expiration of the term of this lease with the consent of Owner/ Owner's Broker, the tenancy shall be from month to month only and not a renewal (unless there is an execution of a new written lease). Tenant agrees to pay rent and all other charges as herein provided, and to comply with all the terms and covenants of this lease from the time that Tenant holds over.

1.3 RENT

Tenant agrees to pay rent to: McGraw REALTORS via online tenant portal @ www.mcgrawpropertymanagement.com or

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at the rate of \$525.00 per month, with bills paid. Each monthly installment is payable in advance and is due on the 1st day of each month of the lease term. The initial lease payment must be made on the first day. If the term commences on a day other than the 1st day of a month, then proration of the rent shall occur for that month. If the term begins after the 25th day of any month, then the initial installment payment shall include both the prorated initial monthly payment and the payment of the first full month following. Last month's rent is payable by money order or cashier's check only.

Prorated rent is \$332.50, and is payable on or before the 1st of the following month.

A. Late Payment of Rent Fee. Any rent payment that is not received by Owner/Owner's Broker by 11:59 p.m. on the 5th day of the month it is due will be assessed a late fee of \$50.00 Flat Fee. The parties agree that this late fee shall serve as liquidated damages, and not a penalty for the late payment. The parties also agree that this amount is a reasonable sum to serve as the liquidated damages, and further agree that the actual damages suffered by Owner/Owner's Broker because of the late payment would be difficult, if not impossible, to ascertain. Total amount of late rent and late fee is payable by money order, cashier's check, or other certified funds. Deductions made from rent without written permission from Owner/Owner's Broker are considered as unpaid rent and will be subject to a late fee.

B. Dishonored Checks. In the event that the Tenant's bank returns the check for any reason (insufficient funds, stopped payment, etc.), Tenant agrees:

1. To replace the returned check with certified funds within twenty-four hours. Checks will not be re-deposited.
2. To include payment of **\$50.00** dishonored check charge with the replacement certified funds along with applicable late charges
3. If Tenant has a second dishonored check, Tenant shall pay all further rents with cashier's check or money order.

C. Five Day Notice to Evict. In the case of non-payment of rent or tendering a dishonored check, the Tenant will receive a five-day (5) notice to "move or suffer eviction," as allowed by law.

1.4 DAMAGE OR SECURITY DEPOSIT

Tenant shall deposit with Owner/Owner's Broker a Damage or Security Deposit in the amount of \$0.00 upon execution of this Agreement. This Damage or Security Deposit shall secure the performance of Tenant's obligations to pay rent and leave the Premises in good, clean, and operating condition, ordinary wear and tear excepted. Owner/Owner's Broker may, but shall not be obligated to apply the damage or security deposit or any portion thereof to Tenant's obligations. Any balance remaining upon termination shall be returned to Tenant within forty-five (45) days of both the Tenant giving written request for the return of the damage or security deposit and the Tenant giving possession of the Premises to the Owner/Owner's Broker. **Tenant shall NOT have the right to apply the Damage or Security Deposit for payment of rent.** If there is any money withheld from the deposit, the Owner/Owner's Broker shall provide Tenant with a written itemized list of expenses withheld, delivered by mail with return receipt requested, and signed for by any person of statutory service age at the address, or in person to the Tenant if they can reasonably be found. Owner/Owner's Broker shall deposit the Damage or Security Deposit in an FDIC insured escrow account. The account may bear interest, which shall be payable to Owner/Owner's Broker in consideration of the cost and burden of maintaining the escrow account.

By initialing below, you acknowledge and agree to the terms in Section 1.

SS - J.J. - CSR
 X Clarissa Serna

X Clarissa Serna

X Isaiah Jones

2. Policies and Procedures

2.1 PETS

Tenant shall not keep animal pets of any kind on the Premises (except for service/assistance animals) without prior permission from the Owner/Owner's Broker. If given permission, Tenant agrees to the terms of the attached Pet Addendum, which will require Tenant to pay additional fees. If the Tenant acquires a pet after occupancy without written permission of Owner/Owner's Broker, tenant's account will be charged a non-refundable pet fee of ~~\$500.00~~ 350.00 per file and it could result in the issuance of an eviction notice.

2.2 SERVICE/ASSISTANT ANIMALS

A Tenant in need of a service/assistance animal on the Premises, as defined by the Fair Housing Act (FHAct) and the Americans with Disabilities Act(ADA) shall give notice to the Owner/Owner's Broker identifying the type and description of the service/assistance animal. Notwithstanding the absence of an additional deposit for a service/assistance animal, the Tenant shall be responsible for any damages caused by the animal.

2.3 POSSESSION OF PREMISES

Tenant acknowledges that the statements and material representations made on Tenant's signed application, which is hereby incorporated by reference, have been relied upon by Owner/Owner's Broker, the falsity of which, in whole or in part, shall constitute a breach of this lease entitling Owner/Owner's Broker at Owner's/Owner's Broker's option, to terminate the lease and repossess the Premises. This lease is further conditioned upon Owner/Owner's Broker securing possession of the Premises from the existing Tenant, if any, by the commencement date hereof. In the event Owner or Owner's Broker is unable to deliver possession of the Premises to Tenant for any reason, including, but not limited to, failure of previous Tenant to vacate Premises or partial or complete destruction of the Premises, Tenant shall have the right to terminate this Agreement. In this event, Owner's or Owner's Broker liability shall be limited to the return of all sums previously paid by Tenant to Owner/Owner's Broker except application processing fee, if any.

- 6. Attorney fees, Processor fees, and Court Costs awarded by the Courts
- 7. Past due rent, oldest month to newest
- 8. Current rent

4.2 HOMEOWNER'S ASSOCIATION

The Tenant agrees to read and abide by the Homeowner's Association Rules and Regulations. Tenant agrees to pay, upon demand, any fines levied upon Owner for Tenant's violation of the association rules and regulations.

4.3 ASSIGNMENT AND SUBLETTING

No portion of the Premises shall be sublet nor this Agreement assigned. Any subletting or assignment by Tenant without the permission of the Owner/Owner's Broker shall be a breach of this Agreement.

4.4 INSURANCE

A. All personal property located on or stored in the Premises is at the risk of the Tenant, and Tenant shall indemnify and hold harmless Owner and Owner's Broker from and against any loss or damage to said personal property. **Further, Tenant is responsible and required by landlord for their own insurance to cover Tenant's personal property and liability, as Owner shall only carry insurance on the dwelling.**

B. Tenant agrees and understands that Owner/Owner's Broker is not responsible for loss of perishable goods should there be a mechanical failure of any appliance or equipment provided by the Owner/Owner's Broker. Tenant is responsible for any loss incurred by the Owner/Owner's Broker due to Tenant neglect, misuse, abuse or accident caused by Tenant.

C. **FLOOD INSURANCE.** In the event the subject property is located in a flood hazard area, it shall be the responsibility of the Tenant to purchase flood insurance to cover their personal property in the event of flooding from rising water. Any coverage by owner only covers the real property, and not the Tenant's personal property.

4.5 FLOOD NOTIFICATION

A. Owner has notified Owner's Broker that subject property is or is not located within a 100-year flood hazard area.

B. Owner does or does not have knowledge of the Premises flooding in the last five (5) years.

NOTE: Property does not have to be in a 100-year flood hazard area to be susceptible to flooding. Flood insurance is available on a property in any location. "Flooded and flooding" shall mean general and temporary conditions of partial or complete inundation of normally dry land areas and structures upon said areas from the overflow of lakes, ponds, streams, rivers, creeks and any other inland waters.

4.6 INVENTORY

Items below are included in the dwelling unit:

stove + fridge *D.P. CS*

Any remote control unit(s) issued to Tenant are to be returned in good working condition at the time of lease termination.

4.7 OWNER OR OWNER'S BROKER RIGHT OF ENTRY AND INSPECTION

A. A Tenant shall not unreasonably withhold consent to the Owner/Owner's Broker, his representatives or employees, to enter into the dwelling unit in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagee, Tenants, workmen or contractors.

B. An Owner/Owner's Broker, his representatives or employees may enter the dwelling unit without consent of the Tenant in case of emergency.

C. An Owner/Owner's Broker shall not abuse the right of access or use it to harass the Tenant. Except in case of emergency or unless it is impracticable to do so, the Owner/Owner's Broker shall give the Tenant at least one (1) day's notice of the intent to enter and may enter only at reasonable times.

D. Unless the Tenant has abandoned or surrendered the Premises, an Owner/Owner's Broker has no other right of access during a tenancy except as is provided in this act or pursuant to a court order.

E. If the Tenant refuses to allow lawful access, the Owner/Owner's Broker may obtain injunctive relief to compel access or may terminate the rental agreement.

F. Notwithstanding the provisions of Paragraph 4.10 below, for the purpose of entry and inspection, notice may be posted on the Premises.

4.8 ATTORNEY'S FEES

In the event legal action or proceeding is brought by either Party to enforce any part of this Lease Agreement, the prevailing Party may recover, in addition to all other relief, reasonable attorney's fees and costs to be set upon application to the court.

4.9 NOTICE

Notice to Owner is serviceable to Owner's Broker at the following address:
1220 W Willow Rd
Enid, OK 73703

Owner's Broker is authorized to accept legal service on behalf of Owner. Any notice provided for or permitted by this Lease to be given by one Party to the other, may be given sufficiently for all purposes in writing, mailed as certified United States mail, postage prepaid, addressed to owner's Broker (or Tenant) to be notified at Owner's Broker's (or Tenant's) address as set forth herein in writing, or delivered personally to Owner's Broker (or Tenant), and shall be deemed conclusively to have been given on the date of the mailing or personal delivery.

4.10 SURRENDER

A. CONDITION. Tenant agrees that upon vacating the Premises to surrender the Premises and all fixtures and equipment of Owner therein in good, clean, and operating condition, except for ordinary wear and tear. Tenant shall at the time of vacating the Premises, thoroughly clean the Premises, including, but not limited to, all appliances and removal of all trash from the Premises. Tenant shall pay for the cost of Owner/Owner's Broker having the carpet professionally cleaned in an amount not to exceed up to \$450.00, or provide proof of professional carpet cleaning by a carpet cleaning service approved by Owner/Owner's Broker. If the Tenant does not complete the cleaning and removal of trash, action deemed necessary by Owner/Owner's Broker to accomplish same may be taken by Owner/Owner's Broker at Tenant's expense.

B. SECURING. Upon vacating the Property, Tenant shall secure the property and immediately deliver all keys and all remotes, if any, to Owner/Owner's Broker as explained in Paragraph 4.7 B of this lease. If Tenant fails to secure the Property and return all keys and all remotes (if any), Tenant agrees to pay any cost incurred by the Owner/Owner's Broker to secure the Property, including any repairs for damage to the Property as the result of the Tenant's failure to secure the Property, and/or replace keys, locks and all remotes (if any).

4.11 DESTRUCTION OR DAMAGE TO PREMISES

If the Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the Premises is substantially impaired, Tenant may immediately vacate the Premises and notify the Owner/Owner's Broker in writing within seven (7) days thereafter of Tenant's intention to terminate the Rent Agreement, in which case the Rental Agreement terminates as of the date of vacating. If continued occupancy is lawful, Tenant may vacate any part of the Premises rendered unusable by the fire or casualty, in which case Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the Premises, as determined by Owner/Owner's Broker.

Unless the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, if the Rental Agreement is terminated, the Owner/Owner's Broker shall return security deposit to Tenant with the proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Owner/Owner's Broker shall withhold Tenant's security deposit if the fire or casualty was due to Tenant's negligence or otherwise caused by Tenant, with proper accounting as required by law.

4.12 FORECLOSURE PROCEEDING OR SHERIFF'S SALE

If the Premises become subject to a foreclosure process or tax sale, notice of said sale does not release Tenant from Tenant's obligations in this Rental Agreement nor does it authorize Tenant to withhold rent.

4.13 BREACH OF CONTRACT

A. In the event of default by any Tenant, each and every remaining signatory shall be liable for timely payment of rent and shall be bound by all the terms, conditions and covenants of this Lease Agreement whether or not in actual possession of the Premises. Should Tenant neglect or fail to perform and observe any of the terms of this Lease, Owner/Owner's Broker shall give Tenant written notice of the breach, delivered to Tenant personally or mailed by certified mail, requiring the Tenant to immediately remedy the breach or vacate the Premises on or before a date at least fifteen (15) days after date of the notice (except in the event the breach is for failure to pay rent in which case the five (5) day statutory notice shall apply). If Tenant fails to comply with the notice, the Owner/Owner's Broker may declare this Lease terminated and institute action to evict Tenant from the Premises without limiting the liability of Tenant for rent due.

B. If Tenant fails to comply with the notice, the Owner/Owner's Broker may declare this Lease terminated and institute action to evict Tenant from the premises without limiting the liability of Tenant for rent due or to become due under this Lease. In the event of a breach of this Agreement or eviction of Tenant for breach of this Agreement, Tenant agrees to pay Owner/Owner's Broker for all losses incurred as the result of the breach and/or eviction, including, but not limited to attorney's fees, late fees, rent, advertising costs, cleaning, painting, repairs, landscaping, etc., and re-letting expense of 100% of one month's rent.

C. In the event that there are illegal activities going on, if the Tenant is disturbing his/her or their neighbors with a noise level that is beyond normal, if the police are called to the rental property for the Tenant(s) due to any type of violent behavior, if the Tenant has excessive traffic going in and out of the property, the Tenant(s) may be given a notice to vacate, and all deposits will be forfeited

D. Illegal/Criminal Activity. Any criminal activity committed by the Tenant, or by any member of Tenant's household, or any guest or other person under Tenant's control is cause for immediate termination of this lease. Additionally, any danger to the Premises that threatens the health, safety, or right of peaceful enjoyment of the location, as well as any drug-related criminal activity on or near the property conducted by the Tenant or by any member of Tenant's household, or any guest or other person under Tenant's control is cause for immediate termination of this lease.

4.14 WAIVER BY OWNER

The waiver by Owner/Owner's Broker of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by the Owner/Owner's Broker of the rent with the knowledge of any violation of a covenant or condition hereto shall not be considered a waiver of the breach. No waiver by Owner/Owner's Broker of the provisions herein shall be deemed to have been made unless expressed in writing and signed by Owner or Owner's Broker.

4.15 DISCLOSURE, CONFIRMATION, AND ADDENDUMS - ENVIRONMENTAL QUALITY

A. Fair Housing. Owner/Owner's Broker and Tenant acknowledge and agree that Owner/Owner's Broker shall lease the Premises to the Tenant without regard to sex, race, religion, color, handicap, familial status, or national origin.

B. Lead Based Paint. Lead Based Paint Addendum and Disclosure will be provided to Tenant if property being leased was built prior to 1978.

C. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties has described and disclosed their duties and responsibilities to the Parties prior to signing this agreement.

The Oklahoma Real Estate Commission provides that services rendered by Owner's Broker to Tenant while leasing and managing real estate for the Owner, do not automatically create a broker relationship with the Tenant.

D. Licensee Disclosure. Property owner is or is not a real estate licensee.

4.16 AIR QUALITY

Owner/Owner's Broker have no knowledge and take no responsibility for any type of air quality problems that Tenant, Tenant's family members or guests might encounter in subject property. In the event that Tenant or Tenant's family members experience any type of respiratory problems, it is strongly recommended that Tenant have the home tested before occupancy. The Tenant will incur cost of testing.

4.17 MOLD AND MILDEW

Mold and/or mildew can grow in any portion of the Premises exposed to elevated levels of moisture, and some forms of mold and mildew can be harmful. Tenant agrees to report to Owner/Owner's Broker any water intrusion problems (other than in sinks, showers, toilets, and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air condition ducts located in the Premises.

Owner/Owner's Broker will pay no cost for Tenant or Tenant's family members or guests for any problem that might arise from mold, mildew, and/or air quality within the Premises of Subject Property. By signing this Rental Agreement, Tenant agrees to hold Owner/Owner's Broker harmless from any mold or air quality problems that might occur.

4.18 OTHER CONDITIONS

First payment shall be one full month's rent payable to McGraw Realtors in certified funds or online a minimum of 5 days before move.

When applicable; refrigerator, washer and dryer are not tested and are only guaranteed during the first 30 days of tenancy. After the 30 days, they are not warranted and replacement or repairs will be at tenant's expense. All other appliances included with the property are warranted, unless otherwise highlighted.

4.19 TERMINATION OF LEASE UNDER SERVICEMEMEBERS' CIVIL RELIEF ACT (SCRA)

The purpose of the Military Clause is for those military personnel that receive Permanent Change of Station (PCS) or Estimated Time of Separation (ETS) orders during the term of their lease. Orders or any notification, certification, or authorization from the Soldier's commanding officer, are subject to verification for validity.

1. Servicemembers' Civil Relief Act: Owner/Owner's Broker agrees to comply with the Servicemembers' Civil Relief Act, 50 U.S.C.S.

App. §501 et seq. (West 2006) (the 'SCRA'). Owner/Owner's Broker shall notify the court in any proceeding against Tenant that Tenant is a Servicemember entitled to rights and protections under the SCRA.

- 2. Military Termination: Tenant may terminate this lease upon receipt of military orders for a change of permanent station, or upon receipt of military temporary change of station orders to deploy with a military unit or as an individual in support of a military operation for a period of not less than ninety (90) days. Tenant may also terminate this lease if, after entering into this lease, Tenant enters military service. In any event, Tenant must deliver written notice of the termination and a copy of Tenant's military orders or any notification, certification, or verification from the Tenant's commanding officer with respect to Tenant's current or future military duty status. Termination becomes effective thirty (30) days after the first date on which the next rental payment is due after Tenant delivers notice. Tenant's right to the return of their security deposit per the terms of Paragraph 3 will apply. Owner/Owner's Broker may not withhold the security deposit as a fee or penalty for early termination, nor may Owner/Owner's Broker charge any additional amount for Tenant's termination under this action.

4.20 ENTIRE AGREEMENT

This Lease Agreement constitutes the entire Agreement between the Parties, and no promises or representations, other than those contained herein, have been made by Owner or Owner's Broker. Any modifications to this Agreement must be in writing and signed by Owner or Owner's Broker and Tenant.

By initialing below you acknowledge and agree to the terms in Section 4.

S.P. d.J. C.S.

X _____
Clarissa Serna

X C.S.
Clarissa Serna

x d.J.
Isaiah Jones

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5. Sign and Accept


5.1 SIGN AND ACCEPT

THE UNDERSIGNED Tenant(s) and Owner(s) acknowledge that they have read and understand the lease and all attachments and addendums. They also acknowledge that they have received a copy of the Lease Agreement, attachments and addendums, and the Tenant accepts the Property in its present condition.

5.2 DAMAGE OR SECURITY DEPOSIT RECEIPT AND INSTRUCTIONS


Tenant has paid a fee of to secure property. The fee becomes a damage or security deposit AFTER the Tenant assumes occupancy. IF THE TENANT DOES NOT TAKE OCCUPANCY AFTER PAYING THE FEE AND ANY OTHER MONIES, THE TENANT IS NOT ENTITLED TO A REFUND UNLESS THE OWNER PREVENTING OCCUPANCY IS AT FAULT.

Owner or Owner's Broker acknowledges receipt of as a check certified funds or online payment as Security Deposit from Tenant or Tenant's Broker, to be deposited in accordance with the terms and conditions of DAMAGE OR SECURITY DEPOSIT, Paragraph 1.4 of this lease.

X 

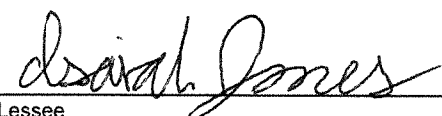
 Lessee Clarissa Serna

 Date Signed

X 


 Lessee Clarissa Serna
 9/9/22

 Date Signed

X 

 Lessee Isaiah Jones
 9/9/22

 Date Signed

X 

 Lessor
 9/9/22

 Date Signed