

LEASE AGREEMENT

THIS IS A LEASE AGREEMENT (hereinafter "Lease"), entered into this _____ day of _____, **20__**, between **NOMAD**, PO BOX 14555 Tulsa, Ok 74159, (hereinafter "Landlord"), and the undersigned persons identified as Tenants (hereinafter, "Tenant" individually or "Tenants" collectively).

1. Premises. The residence rented to Tenants is described as follows: ,

_____ (hereinafter the "Premises"). Tenants agree that the Premises are in good working order and habitable. Tenants agree that appliances provided by Landlord, if any, are in good working order and fit for their intended use. Tenants further agree that Landlord has made no promises with the respect to the condition of the Premises, or any appliance therein, other than those in this Lease. Tenants shall keep the Premises in a clean and satisfactory condition. The Premises shall be delivered back to Landlord at the conclusion of the Lease term in the same condition of cleanliness and repair as on the first date of Tenants' occupancy. Tenants shall be liable for the condition of the Premises compared to like-new condition.

1.1. FURNITURE AND APPLIANCES. All equipment, appliances, furniture, and amenities in the Premises are to be used for the purposes intended and in accordance with any instructions provided. Tenants shall maintain such equipment, appliances, furniture, and amenities in good working order. Alteration of any Landlord supplied furnishings is strictly prohibited without Landlord's written consent. No major appliances may be installed or stored in the Premises without Landlord's written consent. Tenants are not permitted to remove any Landlord supplied furnishings from the Premises. If any furnishings are found missing, damaged, stained, broken, or worn beyond normal wear and tear, Landlord shall replace the same at Tenants' cost. Landlord shall have the option to replace the furnishings immediately or upon termination of the Lease.

1.2. WINDOW TREATMENTS. If the Premises has any window treatments and unless noted on any applicable provided Furniture List, the window treatments are the Tenants' responsibility and Tenants are responsible for maintenance of and repairs to the same, as needed. In order to enhance the appearance of the community, all window treatments installed by Tenants must appear white on the outside. **Sheets, blankets, foil, etc., may not be hung.** Upon receipt of written notice from Landlord, Tenants shall immediately remove any window treatments that Landlord determines are unacceptable.

2. Term. The term of this Lease (hereinafter the "Term") shall be _____, **20__** (hereinafter the "Lease Commencement Date") to one calendar year from lease commencement date.

2.1 If Landlord cannot deliver Premises. If for any reason Landlord is unable to deliver possession of the Premises on the Lease Commencement Date, Landlord shall provide written notice to Tenants with Landlord's statement of the date the Premises will be available for possession. Tenants, as their sole remedy, may choose to (1) cancel the Lease, in which event all monies (security deposit, rent, etc.) will be returned to Tenants; or (2) accept occupancy at the later date, in which event Landlord will prorate the rent to that date.

2.2 Obligations if Tenants leave or never take occupancy. It is expressly understood that this Lease is for the entire Term regardless of whether one or more of Tenants is unable to occupy or continue occupying the Premises. Accordingly, Tenants' obligation to pay rent hereunder shall continue for the entire Term.

3. Rent. The rental payments will be (**\$ _____ .00**), per month and will be payable by the tenant to the landlord on or before the **1st** day of each month. : The first payment on or before the start of Lease Commencement Date. Rent is to be **MAILED to: NOMAD, P.O. BOX 14555 Tulsa, Ok 74159.** Sufficiently in advance of the due dates so that it is received by the due dates, or the first business day thereafter. Except by written addendum to this Lease, Tenants shall not be issued keys or be permitted to occupy the Premises prior to the Lease Commencement Date or Landlord's receipt of the first installment payment of rent, whichever occurs later.

3.1. LATE PAYMENTS. If Tenants' rent payment is more than 3 days late, the 4th day of the month, Tenants will be charged a late payment fee of \$25.00 plus \$5.00 per day thereafter. Payment received date is the mail stamped date, not check date.

3.2. RETURNED CHECKS. There will be a \$30.00 charge for a check being returned unpaid. No checks will be allowed after one return check occurrence.

4. DEPOSITS. Tenants have paid, and Landlord acknowledges receipt of, a security deposit in the amount of (**\$ _____ .00**) (hereinafter the "Deposit"). The Deposit shall be held by Landlord and shall not be applied toward any rent payment. After the Lease has expired and ALL of Tenants have vacated the Premises, Landlord will examine the property to ascertain damages. Within 30 days after the termination of the

Lease and delivery of possession of the Premises to Landlord, the Deposit will be returned to Tenants, less any amounts due for damages suffered to the Premises and less any other amounts due to Landlord.

Landlord will itemize any deductions and deliver such itemization in writing to Tenants with the balance of the Deposit. Tenants shall provide Landlord, in writing, an address to which the itemization and any amount due from the Deposit is to be sent. Unless otherwise notified in writing signed by all Tenants, Landlord shall equally divide any amount due to Tenants from the Deposit among all Tenants.

5. EARLY MOVE-IN. At the discretion of Landlord, Tenants may be permitted to move in to the Premises prior to the Lease Commencement Date.

6. VACATING PREMISES AND HOLDOVER. Tenants shall vacate the Premises and return all keys to Landlord by the time the Lease expires. Upon vacating the Premises Tenants shall make arrangements to have all **carpets professionally cleaned**. For each day one or more Tenants hold over after the expiration of the Lease, Tenants shall be charged Thirty Dollars and no cents (\$30.00) per day multiplied by the number of tenants constituting full occupancy of the Premises. For example if full occupancy is a total of four (4) people, then \$120.00/day will be charged to Tenants.

7. UTILITIES. Tenants are responsible for all utility bills for the Premises. Within 24 hours after Tenants possession of the Premises, utilities must be switched into the name of the Tenant within 24 hours of Tenants' possession of the Premises. The utility configuration in the Premises is as is. Any addition or alteration to the utility configuration must first be approved by Landlord, in writing, and shall be at Tenants' expense.

8. PARKING GARAGE AND LOTS. Parking: Not specific to this property.

9. SECURITY. Not specific to this property.

10. NON-LIABILITY OF LANDLORD. Landlord shall not be liable to Tenants, or to their guests or invitees, for damages or losses to person or property caused by other persons, including, but not limited to, damages or losses due to theft, burglary, assault, vandalism, or other acts or crimes. Landlord shall not be liable to Tenants, or to their guests or invitees, for damages or losses to person or property caused by sewer backup, interruption of utilities, or any other occurrence.

11. PERSONAL PROPERTY LEFT ON THE PREMISES. All personal property belonging to the Tenants, or to their guests or invitees, located in or about the building or the Premises shall be there at the sole risk of the Tenant, and the Landlord shall not be liable for the theft or misappropriation thereof. Landlord is not responsible for items left in the Premises over breaks, or vacations. In the event Tenants fail to remove all personal property from the Premises upon termination of the Lease or vacating the Premises, Landlord may, as an option, remove and discard all or any part of said property. Landlord may choose to store the same without liability to Tenants for loss or damage. Tenants shall be liable to Landlord for all expenses incurred in any property removal and disposal or storage. Upon any termination of the Lease, Landlord shall have a lien upon the personal property and effects of Tenants in the Premises.

12. INSURANCE. **Tenants are strongly urged to acquire renter's insurance to protect against loss from property damage or personal liability.** Tenants agree to protect, indemnify and save harmless the Landlord from all damages sustained by reason of any act or other occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the Premises, or any part thereof, by the Tenants.

13. MAJOR DAMAGES. In the event that the Premises shall, in the absence of negligence by Tenants, be damaged by fire, flood, storm, civil commotion, or other unavoidable cause so as to render the Premises uninhabitable, this Lease shall terminate as of the date of such damages. In the event of such termination, Rent will be refunded on a prorated basis from the date of the incident.

14. REPAIR CALLS. Tenants agree to notify the Landlord immediately upon discovering any damage or needed repair to the Premises. Tenants shall pay for all necessary repairs to the Premises caused by Tenants', or by their guests' or invitees', negligence, carelessness, or intentional acts. (An examples of such an act is, but is not limited to, clogging of a toilet with too much toilet paper, tampon, etc.) **Tenants are responsible for the first \$50.00 of each repair.** Landlord or its agent shall have the right to enter the Premises at any reasonable hour of the day to make such repairs, additions, or alterations as may be necessary for the safety, comfort and preservation of said building, to inspect the Premises, or as may be necessary to repair or improve Landlord's adjoining property. Landlord shall give Tenants reasonable advance notice of intent to enter except in the case of emergency. A request for repairs from Tenants shall be deemed a waiver of the required notice.

16. RULES & REGULATIONS. All of the following rules and regulations are a part of this Lease. Tenants agree to observe and abide by the following rules and regulations, and to observe all reasonable rules and regulations which may be promulgated in the future, in writing, by Landlord:

16.1 Tenants' Obligations. In addition to complying with all of the provisions of the laws, ordinances and regulations of the State of **Oklahoma** and City of **Tulsa**, Tenants shall:

16.1.1 Keep the Premises safe and sanitary;

16.1.2 Dispose of all rubbish, garbage, and other waste in a clean, safe, and sanitary manner;

16.1.3 Keep all plumbing fixtures in the Premises as clean as their condition permits;

16.1.4 Use and operate all electrical and plumbing fixtures properly;

16.1.5 Comply with the requirements imposed on Tenants by all applicable state and local housing, health, and safety codes;

16.1.6 Refrain and forbid any other person who is on the Premises with Tenants' permission from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the Premises;

16.1.7 Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances;

16.1.8 Conduct themselves and require other persons on the Premises with their consent to conduct themselves in a manner that will not disturb Tenants' neighbors' peaceful enjoyment of the Premises; and

16.1.9 Conduct themselves and require other persons on the Premises with their consent to conduct themselves so as not to violate any state or federal laws.

16.2 Tenants agree to indemnify Landlord for all fines, costs or attorney fees assessed to or incurred by Landlord resulting from Tenants' violation of any laws, ordinances and regulations.

16.3 No **aggressive animals**, as per insurance company police.

16.4 No **Smoking** inside premises.

16.5 Tenants are to Stay Off of the Roof.

16.6 Noise. No Tenant or guest shall cause excessive noise or disturbance at any time, or operate a radio, television, or stereo as to disturb other tenants or neighbors.

16.7 Locks. No additional locks shall be put on any door without permission of the Landlord.

16.8 Alterations to Premises. Tenants shall make no changes of any nature in the Premises, including redecoration, without first obtaining consent from Landlord in writing.

16.9 Risk of Fire. Tenants shall not engage in any acts which would violate or increase the fire insurance policy on the Premises; nor shall the Premises be used for any illegal purpose.

16.10 Outside Furniture. Tenants shall not place or store any upholstered furniture or trash of any kind on the front porch, the roof, or in the yard at any time. Any upholstered furniture or trash of any kind that is placed or stored on the front porch, the roof, or in the yard shall be hauled away and disposed of at Tenants' expense.

16.11 Routine Maintenance. Tenants are responsible for normal household maintenance, including replacement of light bulbs, fuses; and cleaning of carpets, sinks, commodes, etc.

16.12 Heating. Tenants shall under no circumstances set the thermostats in the Premises lower than 55 degrees. If any damage to the Premises or building occurs because of disregard for this rule, said damages shall be the responsibility of Tenants, including, but not limited to, any structural damages and costs of remodeling.

16.13 Water Beds. No water beds are permitted.

16.14 Smoke Alarms Tenants shall be responsible for the replacement of smoke alarm batteries which expire during the Term and for the replacement costs of any fire extinguisher which is discharged or is depressurized during the Term.

16.15 Lockouts. There will be a \$35.00 charge for the each time Landlord is called to let any of Tenants into the Premises, whatever the reason. Getting locked out after regular business hours is not an emergency. The charge to unlock your door is \$75.00 After Hours.

17 SUBLEASES AND REPLACEMENT TENANTS. Tenants agree not to sublet said Premises or any part thereof without consent of Landlord. Tenants also agree that no person other than Tenants will be permitted to reside in the Premises for any length of time without the written consent of Landlord.

18 DAMAGES TO THE PREMISES. . Tenants agree to pay all cost for damages incurred.

19 CHARGES DURING TERM. Tenants agree to pay all charges incurred during the Term, for example, but not limited to, for lockouts, repairs required due to Tenants' negligence, etc., upon receipt of an invoice for such charges from Landlord.

20 JOINT AND SEVERAL LIABILITY. Tenants are jointly and severally liable for the performance of all obligations created by this Lease or imposed by law. Each Tenant guarantees the faithful performance of this Lease by all other Tenants.

21 LANDLORD'S REMEDIES. Any failure by Tenants to pay rent when due, shall, at the option of Landlord, terminate all rights of Tenants hereunder. In the event that Tenants shall be absent from Premises for a period of ten (10) consecutive days while in default of payment of Rent for at least fifteen (15) days, Tenants shall, at the option of Landlord, be deemed to have abandoned the Premises. None of the provisions contained in this Lease are in lieu of any other legal remedies available to Landlord for non-payment or late payment of rent, or any other default or violation of this Lease, by Tenants.

22 NON-WAIVER. No waiver of any of the covenants or agreements herein contained or any breach thereof by Landlord shall be taken to constitute a waiver of any other subsequent breach of such covenants or agreements or justify or authorize the non-observance at any other time of the same or of any other covenants or agreements hereof.

23 HEADINGS. The section headings herein have been inserted for purposes of reference only, and in no way define, or limit the scope or intent of this Lease or in any way affect this Lease.

24 SEVERABILITY. If all or any part of any term, covenant, provision or condition of this Lease or the application thereof to any circumstance is to any extent held to be invalid or unenforceable, the remainder of this Lease and the terms, provisions or conditions hereof and the application thereof to any circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby and each such other term, covenant, provision or condition hereof shall be valid and shall be enforced to the full extent permitted by law.

25 RENEWAL. This Lease is not automatically renewable. The terms of a new lease for subsequent periods shall not necessarily be the same as this Lease. The Tenants' interest in signing a new lease does not guarantee that an opportunity will be awarded. All requests of Tenants' interest to sign another lease must be in writing.

26 As required by law, the landlord makes the following LEAD WARNING STATEMENT:

"Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Landlord's Disclosure

Presence of lead-based paint and/or lead-based paint hazards: (Landlord to initial one).

_____ Known lead-based paint and/or lead-based paint hazards are present in building (explain):

_____ **Landlord** has no knowledge of lead-based paint and/or lead-based paint hazards in building.

Records and reports available to landlord: (Landlord to initial one).

_____ **Landlord** has provided tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards are present in building (list documents):

_____ **Landlord** has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

Tenant's Acknowledgment

(Tenant to initial all applicable).

_____ **Tenant** has received copies of all information listed above.

_____ **Tenant** has received the pamphlet "Protect Your Family from Lead in Your Home."

_____ **Tenant** has received a ten (10)-day opportunity (or mutually agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

_____ **Tenant** has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building. The landlord and tenant have reviewed the information above and certify, by their signatures at the end of this lease, to the best of their knowledge, that the information they have provided is true and accurate.

SIGNATURES TO FOLLOW.

We, the undersigned, agree that we have read and understand the terms of this Lease and intend to become legally bound upon execution of this Lease. We agree by signing this Lease that we read the Lease thoroughly and completely and if we did not understand any of the terms or conditions of this Lease we consulted or had the opportunity to consult an attorney.

Witness our hands this _____ day of _____, 20____.

Landlord: Nomad

By: _____ (Manager)

Tenants:

Tenant

#1 _____ Printed Name: _____

Tenant

#2 _____ Printed Name: _____

Tenant

#3 _____ Printed Name: _____

Tenant

#4 _____ Printed Name: _____

Tenants are encouraged to take pictures and/or videos of “as is” condition of property before signing off.

Tenant sign off for walk through and accept property in its “as is” condition.

_____ Printed Name: _____

Tenant sign off for “Smoke alarm” and “carbon monoxide” detectors in working order.
(Tenants must fiscally test detectors before signing)

_____ Printed Name: _____

**Landlord Check List: All items must be completed and docs emailed to office
(Legible pictures can be emailed)**

_____ Last/current Landlord contacted
_____ Last/current Landlord verified to be true landlord of property
The response from Last/current Landlord:

_____ Previous to last Landlord contacted
_____ Previous to last Landlord verified to be true landlord of property
The response from Previous to last Landlord:

_____ (Email office)Completed Application for each Tenant 18 or older
_____ (Email office)Copy of Driver's License or State ID for each Tenant 18 or older
_____ (Email office)Proof of current residence, (utility bill or the like)
_____ (Email to office) Completed lease agreement including this page.
_____ (Email to office)Proof of current residence inspection
_____ (Email to office)Pictures of "as is" condition on date of walk through
_____ Tenants current residence inspected and in like or better condition.
_____ Tenants Current residence Free of Pests,
_____ Tenant given copy of "Protect Your Family from Lead in Your Home"
_____ Tenant signed off "Smoke alarm" and "carbon monoxide" detectors in working order.
_____ Tenant signed off "walk through and accept property in its "as is" condition"
_____ Utility Deposit received if applicable
_____ Deposit Received
_____ Rent received
_____ Garage Door Opener given to Tenant
_____ Keys given to Tenant

Office Check List:

_____ All docs filed in property folder
_____ Check issued for Landlord Fee CK# _____, Company _____
_____ Schedule Utility shut off Water, Date to switch _____
_____ Schedule Utility shut off Elect, Date to switch _____
_____ Schedule Utility shut off Gas, Date to switch _____