

BUFFALO RUN TOWNHOUSES
TOWNHOUSE LEASE

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 2013, by and between WYANDOTTE PROPERTIES, LLC, an Oklahoma Limited Liability Company, of 301 SE Adams Boulevard, Bartlesville, Oklahoma, (hereinafter referred to as "LESSOR") and _____, (hereinafter referred to as "LESSEE" whether one or more). LESSOR demises and lets to LESSEE, and LESSEE hires and takes as tenant of LESSOR, Townhouse No. _____, of the building situated at _____ SE Wyandotte, Bartlesville, Washington County, Oklahoma 74003, to be used and occupied by LESSEE as a residence and for no other use or purpose whatever, for a term of _____ (____) year beginning on _____, 20____, and ending on _____, 20____, at a rate of Eight Hundred Dollars (\$800.00) per month (with partial months prorated on a 30 days per month basis), payable monthly, in advance, during the entire term of this Lease, to LESSOR by mail at PO Box 2566, Bartlesville, OK 74005 or in person at 301 SE Adams Boulevard, Bartlesville, OK 74003, or to any other person or agent and at any other time and place that LESSOR may designate.

IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. On execution of this Lease, LESSEE deposits with LESSOR the sum of \$800.00, receipt of which is acknowledged by LESSOR, as security for the faithful performance by LESSEE of the terms of this Lease Agreement, to be returned to LESSEE, without interest, on the full and faithful performance by LESSEE of the provisions of this Lease Agreement.
2. If any checks for rent or other amounts due made by LESSEE to LESSOR are returned for insufficient funds, the sum of \$35.00 shall be immediately charged to LESSEE as additional rent.
3. LESSEE agrees that the leased townhouse shall be occupied by no more than _____ (____) person(s), consisting of _____ (____) adults and _____ (____) children under the age of eighteen (18) years without the prior, express, and written consent of LESSOR.
4. LESSEE shall not assign this Lease, or sublet the premises or any part of the premises without the prior, express, and written consent of LESSOR. A consent by LESSOR to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting.
5. LESSEE grants permission to LESSOR to show the townhouse to new rental applicants at reasonable hours of the day, within thirty (30) days of the expiration of the term of this lease.

6. LESSOR shall have the right to enter the leased premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations of the townhouse or the townhouse building, or to clean the townhouse.

7. Electricity, gas, telephone service, and other utilities are not furnished as a part of this Lease unless otherwise indicated in the Lease Agreement. These expenses are the responsibility of and shall be obtained at the expense of LESSEE. Charges for water and garbage service furnished to the townhouse are included as a part of this Lease and shall be borne by LESSOR.

8. LESSEE and LESSEE's guests, invitees, and uninvited visitors shall not use, nor permit any person to use, the premises in violation of the laws of the United States or of the State of Oklahoma or of the ordinances or other regulations of the local government units or of any other lawful authority; and LESSEE shall comply with all health, fire, and police regulations. LESSEE and LESSEE's guests, invitees, and uninvited visitors shall not cause, allow, or permit any waste, misuse, or neglect of the premises. LESSEE will not allow the premises to be used for any purpose that will increase the rate of insurance on the premises.

9. LESSOR shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by LESSEE or LESSEE's guests and invitees shall be charged to LESSEE as additional rent. It is agreed that LESSEE will not make or permit to be made any alterations, additions, improvements, or changes in the leased townhouse without in each case first obtaining the written consent of LESSOR. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes for the future. All alterations, changes, and improvements built, constructed, or placed in the leased townhouse by LESSEE, with the exception of fixtures removable without damage to the townhouse and movable personal property, shall unless otherwise provided by written agreement between LESSOR and LESSEE, be the property of LESSOR and remain in the leased townhouse at the expiration or earlier termination of this Lease.

10. LESSEE shall keep no domestic or other animals in or about the townhouse or on the townhouse building premises without the prior, express, and written consent of LESSOR.

11. LESSEE agrees that LESSEE will not commit waste on the premises, or maintain or permit to be maintained a nuisance on the premises, or use or permit the premises to be used in an unlawful manner.

12. A waiver by LESSOR of a breach of any covenant or duty of LESSEE under this Lease is not a waiver of a breach of any other covenant or duty of LESSEE, or of any subsequent breach of the same covenant or duty.

13. The parties agree that any holding over by LESSEE under this Lease, without LESSOR's written consent, shall be a tenancy at will which may be terminated by LESSOR on fifteen (15) days' notice in writing.

14. LESSEE is granted a license to use parking space No. _____ in the townhouse parking lot for the purpose of parking one standard sized motor vehicle during the term of this Lease.

15. LESSEE is granted the option of renewing this Lease for an additional term of ONE (1) year on the same terms and conditions as contained in the Lease Agreement and at the monthly rent of \$800.00. If LESSEE elects to exercise this option LESSEE must give LESSOR, at LESSOR's above stated address, at least sixty (60) days written prior to the termination of this Lease.

16. At the end of the term of this Lease, LESSEE shall quit and deliver up the premises to LESSOR in as good condition as they are now, ordinary wear, decay, and damage by the elements excepted.

17. If LESSEE defaults in the payment of rent or any part of the rent at the times specified above, or if LESSEE defaults in the performance of or compliance with any other term or condition of this Lease Agreement or published regulations of LESSOR, the Lease, at the option of LESSOR, shall terminate and be forfeited, and LESSOR may reenter the premises and retake possession and recover damages, including costs and attorney fees. LESSEE shall be given written notice of any default or breach. Termination and forfeiture of the Lease shall not result if, within five (5) days of receipt of such notice, LESSEE has corrected the default or breach or has taken action reasonably likely to effect correction within a reasonable time.

18. In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of LESSEE, or if the leased premises are taken by eminent domain, this Lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this Lease Agreement. The rental shall then be accounted for between LESSOR and LESSEE up to the time of such injury or destruction or taking of the premises, LESSEE paying up to the time of such injury or destruction or taking of the premises, LESSEE paying up to such date and LESSOR refunding the rent collected beyond such date. Should a part only of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of LESSEE, the rental shall abate in the proportion that the injured part bears to the whole leased premises. The part so injured shall be restored by LESSOR as speedily as practicable, after which the full rent shall recommence and the Lease continue according to its terms. Any condemnation award concerning the leased premises shall belong exclusively to LESSOR.

19. In the event possession cannot be delivered to LESSEE on commencement of the lease term, through no fault of LESSOR or LESSOR's agents, there shall be no liability on LESSOR or LESSOR's agents, but the rental provided in this Lease Agreement shall abate until possession is given. LESSOR or LESSOR's agents shall have ten (10) days in which to give possession, and if possession is tendered within that time, LESSEE agrees to accept the leased premises and pay the rental provided in this Lease Agreement. In the event possession cannot be delivered within that time, through no fault of LESSOR or LESSOR's agents, then this Lease and all rights under this Lease Agreement shall be at an end.

20. Each party releases and discharges the other party, and any agent, employee, or representative of the other party, of and from any liability whatever subsequently arising from loss, damage, or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of the loss, damage, or injury to the extent of any recovery of the insured party under the insurance.

21. This Lease is given pursuant to the Application for Tenancy and the representations, conditions, and all provisions of the application are incorporated into this Lease by this reference.

22. If the premises are sold, LESSOR will be released from any liability subsequently accruing under this Lease if LESSOR's successor has assumed in writing LESSOR's obligation under this Lease. If any security deposit or prepaid rent has been paid by LESSEE, LESSOR may transfer the security deposit or prepaid rent to LESSOR's successor, and on the transfer, LESSOR will be discharged from and further liability for the security deposit or prepaid rent on written notification to the LESSEE by ordinary mail of the transfer and of the successor's name and address.

23. The covenants and conditions contained in this Lease Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this Lease Agreement and all covenants are to be construed as conditions of this Lease.

24. It is agreed that this Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

25. In the event that any action is filed in relation to this Lease Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

26. It is specifically declared and agreed that time is of the essence of this Lease Agreement.

27. The provisions shall extend to and be binding upon the parties hereto, their successors, trustees and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

WYANDOTTE PROPERTIES, LLC

By _____
Manager, LESSOR

LESSEE

(name printed)

LESSEE

(name printed)