

# Oklahoma City Residential Lease

Created On The 17th Day Of January In The Year 2023

## § Premises

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3040 Nw 11th St  
Oklahoma City, OK 73107

## § Terms

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<b>Start Date</b>	2023-02-04	<b>Security Deposit</b>	\$2,000.00
<b>End Date</b>	2025-01-31	<b>Pet Deposit</b>	\$0.00
<b>Rent Amount</b>	\$1,300.00	<b>Move-In Fee</b>	\$0.00
<b>Rent Due On</b>	first	<b>Move-Out Fee</b>	\$0.00
<b>Monthly Parking</b>	\$0.00	<b>Late Rent Fee</b>	\$65.00

## § Lessees

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**Name** Morgane Flournoy

**E-Mail** [REDACTED]

**Phone** [REDACTED]

**Address** [REDACTED]

## § Lessor

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**Name** CA PROPMGT LLC

**Email** joey@capropmgt.com

**Phone** 405-300-8644

**Emergencies**

**Address** 13681 Newport Ave8448  
Tustin, CA 92780

### ***§ Notice of Habitability***

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I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the residence and common area and any notice of intent to terminate utility service, copies of which, if any, are listed below to this lease.

*No known conditions affecting habitability.*

### ***§ Notice of Foreclosure***

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I hereby acknowledge that Lessor has disclosed any foreclosure proceedings against the property or Lessor, copies of which, if any, are listed below.

*No known foreclosure proceedings.*

### ***§ Further Acknowledgement by Lessees***

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Lessee hereby acknowledges that on or before 01/24/2023, he/she/they received from CA PROPMGT LLC, in connection with the rental of the dwelling located at 3040 Nw 11th St, the following documents:

**Enclosure (1)**  
**Lead Paint Pamphlet**

**Enclosure (2)**  
**Oklahoma Flood Zone Disclosure**

**Enclosure (3)**  
**Oklahoma Landlord Tenant Statute**

**Enclosure (4)**  
**Oklahoma Tenant Rights**

**Enclosure (5)**  
**Proof of insurance**

## § Signatures

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### Lessee Signatures

A handwritten signature in cursive script that reads "Morgane Marie Aude Flournoy".

**SECURE ELECTRONIC SIGNATURE**

Morgane Flournoy (morgane.flournoy@gmail.com)

1/22/2023 1:01pm CST

Via Avail landlord software

ID AES-90899477

### Lessor Signature

A handwritten signature in cursive script that reads "Giang Dong".

**SECURE ELECTRONIC SIGNATURE**

Joey Dong (joey@capropmgt.com)

1/24/2023 1:34pm CST

Via Avail landlord software

ID AES-90899478

## *§ Clauses*

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### **1. Rent**

The Lessee shall pay to the Lessor or Lessor's authorized agent, at the address set forth above, or through Avail Inc., or as changed by written notice to the Lessee, as rent for the Premises, Parking, or otherwise the sum as stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease.

### **2. Jointly and Severally Liable**

Each Lessee is jointly and severally liable for the payment of rent and performance of all other terms of this agreement.

### **3. Security Deposit**

Lessee has deposited with Lessor, the sum set forth above as a security deposit to be held by the Lessor in accordance with State or local law or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this lease. If Lessee performs all of the obligations as provided in this lease and pays all sums due Lessor, then Lessor, after the Lessee has surrendered possession of the Premises and delivered the keys thereto to Lessor, shall refund said deposit to Lessee within 45 days. If Lessee has failed to perform or comply with any of the provisions of the lease, then Lessor may apply all or any part of the security deposit in payment of any sums due from Lessee to Lessor, or to pay for repair of any damages caused by Lessee, Lessee's co-occupants or guests. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from Lessor to do so.

### **4. Possession**

Lessee shall be permitted to take possession of the Premises at the commencement of the lease. If Lessor cannot deliver possession of the Premises at the commencement of the lease term, the rent shall be abated until the Premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the Premises at the commencement of the lease term.

### **5. Condition of Premises**

Lessee has examined the Premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the Premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider attached hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the Premises have been made by Lessor or his agent, unless expressed herein.

#### **6. Limitation of Liability**

Except as provided by state or local law or ordinance, the Lessor shall not be liable for any damage (a) caused by the Lessee's failure to maintain the Premises in a clean and healthy condition. Additionally, the Lessor shall not be liable for any loss or damage to the Lessee's property wherever located in or about the building or Premises that is caused by the Lessee, Lessee's guest, or family. Finally, the Lessor shall not be liable for any damage, loss, or injury caused by the acts or neglect of other lessees, occupants or others at the building.

#### **7. Lessee to Maintain**

Lessee shall keep the Premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the Premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the Premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the Premises, if the Premises are not clean and in good repair, Lessor or his agent may replace the Premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

#### **8. Use of Premises**

The Premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the Premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the Premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the Premises without written permission being first obtained from Lessor. If the Lessee has a documented disability recognized under federal, state, or local law that requires a service animal, Lessee shall inform Lessor in writing and request an accommodation. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

**9. Appliances**

Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or Premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

**10. Heat and hot Water**

Lessor agrees to provide Lessee with heat and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsibility for the utility costs for the operation thereof.

**11. Disturbance**

The Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other Lessees. The Lessee shall maintain the volume of such equipment at reasonable levels. Also, the Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.

**12. Access to Premises**

The Lessee shall permit the Lessor access to the Premises at all reasonable times to inspect the Premises; to make any necessary repairs maintenance or improvements; to supply necessary or agreed upon services; to show the unit to prospective tenants or buyers, or to determine the Lessee's compliance with the provisions of this Lease. The Lessor shall provide the Lessee with 24 hours' notice of his or her intent to enter the unit. In the event of an emergency or where repairs in the building require access to the Lessee's Premises, the Lessor may enter without prior notice to the Lessee. Lessee's failure to provide such access is a breach of this lease, and the Lessor shall be entitled terminate this lease in the event such access is denied by Lessee.

**13. Sublet or Assignment**

Lessee shall not sublet the Premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

**14. Holding Over**

If the Lessee remains in possession of the Premises after the termination of this lease by lapse of time or otherwise, then the Lessor may consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rent specified above. The Lessee shall also pay to the Lessor all damages sustained by the Lessor resulting from the Lessee retaining possession of the Premises.

**15. Forcible Detainer**

If the Lessee defaults in the payment of rent or if Lessee defaults in the performance of any of the covenants or agreements herein contained, the Lessor or his agents, at the Lessor's option, may terminate this Lease and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of the Lessee's obligations shall constitute a default and forfeiture of this lease, and the Lessor's failure to take action on account of the Lessee's default shall not constitute a waiver of said default.

**16. Liability for Rent**

Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees in connection therewith.

**17. Binding Effect**

If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission.

**18. Continuous Occupancy**

Lessee shall maintain continuous occupancy of the Premises, and not allow the same to remain vacant for any period in excess of ten days without notifying the Lessor of such vacancy. Lessee shall not allow persons other than those authorized by the Lease to occupy the Premises as guests for periods exceeding seven consecutive days during the term of the Lease for any reason.

**19. Remedies Cumulative**

Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

**20. Fire or Casualty**

If the Premises, building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

**21. Security Gates or Bars**

The installation by the Lessee of any metal gates or bars on doors or windows is dangerous and strictly prohibited. The Lessee shall immediately remove any metal gates or bars upon notice by the Lessor. The Lessor shall have the right to immediately remove any metal gates or bars at the Lessee's expense if Lessee fails to do so upon notice. The Lessee grants the Lessor access to the Premises at all reasonable times to remove metal gates or bars. In addition to all the costs of enforcement of this clause, the Lessee shall pay the cost of repairing any damage to the Premises caused by the installation or removal of the metal gates or bars upon demand by the Lessor. In addition to the preceding, the installation of metal gates or bars is a breach of this lease, entitling the Lessor to terminate the Lessee's right to possession of the Premises pursuant to this lease and commence proceedings to dispossess the Lessee from the Premises.

**22. Mechanic's Liens**

The Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, ordered by, or contradicted by, the Lessee, regardless if the repairs or were rightfully performed or ordered by the Lessee. The placement of any such lien is a breach of this lease, and upon ten days' notice to cure the lien or lien claim, the Lessor may terminate the Lessee's tenancy or right to possession. Also, the Lessor shall have the right to satisfy and remove the lien regardless of its merits. Furthermore, the Lessee shall be responsible for the damages and costs incurred by the Lessor in removing the lien.

**23. Rules and Regulations**

The Lessee agrees to obey the Rules and Regulations contained in this Lease and any attachments. Also, the Lessee agrees to obey further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are incorporated into and made a part of this lease. Failure to observe the Rules and Regulations is a material breach of this lease. In the event of such breach, the Lessor shall be entitled to terminate the Lessee's right to possession under this Lease upon ten days' notice and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.



**24. Subordination of Lease**

This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises forms a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

**25. Severability**

If any clause, phrase, provision, portion, or the application of this lease to any person or circumstance, shall be determined to be invalid or unenforceable under law or ordinance, that shall not affect, impair or render invalid or unenforceable any other remaining clause, phrase, provision or portion of this lease or, nor shall it affect the applicability of any clause, provision or portion of this lease to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

**26. Utilities**

If the Premises is separately metered for utilities, the Lessee shall pay the utility company or authorized metering agency directly for all applicable charges for gas, electricity, water and other utilities serving the Premises, including, if applicable, telephone, internet, cable, and current used for electric heating, ventilation, air conditioning, hot water, etc., as such charges become due and payable.

**27. Rental Payments Through Avail**

The Lessor's preferred method of payment is online with Avail. However, Lessee may make payment via mail on or before the date such payment is due, subject to the Late Charges set forth in Section 3 hereof.

**28. Attorney's Fees**

In the event of a lawsuit arising out of the this tenancy, if the Landlord is the prevailing party, the landlord shall be awarded reasonable attorney's fees as provided for by court rules, statute or ordinance.

**29. Anti-Discrimination**

The Premises is offered to Lessee in compliance with all federal, state, and local fair housing, equal opportunity, and anti-discrimination laws.

**30. Notice of Termination**

If the Lessee intends to vacate the Premises at the end of the lease term, the Lessee must give at least 60 days' written notice before the end of this lease, or before the date of intent to vacate. If 60 days' notice of intent to vacate is not given before the end of the lease term or date of intent to vacate, the Lessee will be responsible for the equivalent rent amount due for the 60 days after the notice is given.

**31. Flood Disclosure**

The Lessor has notified the Lessee of any knowledge the Lessor has of the rental property flooding within the last 5 years. "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.

**32. Safety Devices**

The Lessee agrees to test, maintain, and repair any smoke or burglar alarms or carbon monoxide detectors at the Premises, and to replace any batteries, at the Lessee's sole expense. The Lessor warrants that any such safety devices are in proper working condition at the time the Lessee takes possession. If any such safety device is defective, Lessee must notify Lessor in writing immediately. The Lessee releases the Lessor from all liability, loss, cost, damage, or expense arising from or relating to any failure, defect, or deficiency of any safety device. The Lessor has no obligation to install any safety devices or systems at the Building, except as required by governing law.

**33. Renter's Insurance**

The Lessee must secure renter's insurance. The Lessee assumes the risks of not having renters insurance. The Lessee shall provide proof of renter's insurance within 14 days of the lease start date.

**34. Flood Insurance**

In the event the property is located in a flood hazard area, it shall be the responsibility of the Lessee to purchase flood insurance to cover their personal property in the event of flooding from rising water. Any coverage by Lessor only covers the damage to the Premises, and not the Lessee's personal property.

**35. Landlord Lien**

If the Lessee defaults for payment of rent or any other charges due to the Lessor, the Lessor shall have a lien on the Lessee's property in the rental unit when the Lessor gives the Lessee notice of the default. The Lessor shall have a lien on the Lessee's property until the Lessee pays the full amount owed to the Lessor. The lien shall not include any tools, musical instruments, or books used by the tenant in any trade or profession, any apparel, any family portraits or pictures, any prosthetic or orthopedic appliance, hearing aids, glasses, false teeth, glass eyes, any bedding, contraceptive devices, soap, tissues, washing machines, vaporizers, refrigerators, food, cooking and eating utensils, all other appliances personally used by the tenant for the protection of his health, any baby bed or any other items used for the personal care of babies.

**36. Service or Assistance Animals**

A Lessee in need of a service or assistance animal on the Premises, as defined by the Fair Housing Act (FHA) and the Americans with Disabilities Act(ADA) shall notify the Lessor identifying the type and description of the service or assistance animal. Notwithstanding the absence of an additional deposit for a service or assistance animal, the Lessee shall be responsible for any damages caused by the animal.

**37. Governing Law**

This lease shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard for Oklahoma choice-of-law principles.

**38. Late Charges**

Rent received by Lessor later than the 3rd day after the due date, as specified in Paragraph 1 above, will incur a late charge. The late charge shall be equal to 5% of the cost of one month's rent. The parties agree that this late fee is not a penalty for the late payment but is a reasonable estimate of the actual damages suffered by the Lessor because of the late payment that would otherwise be difficult, if not impossible, to ascertain. If Lessee mails rent to Lessor, the late charge will apply if the rent is received later than the 3rd day of the month, regardless of the date Lessee mailed such rent payment. If payment of rent is made by personal check which is later dishonored by the Lessee's bank, the Lessee shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent. The Lessor, at the Lessor's sole discretion, may waive the late charges.

## *§ Rules & Regulations*

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1. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.
2. Lessee shall not install a waterbed, pool table, or any other unusually heavy item of furniture without prior written permission from Lessor.
3. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the Premises any flammable fluids or materials which may be hazardous to life or property.
4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.
5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.
6. Deliveries and moving of furniture must be conducted at times permitted by Lessor.
7. Lessee may not barbeque or operate cooking equipment on porches or balconies.
8. Lessee shall not dispose of rubbish, rags, or other items which might clog toilets or sink drains into toilets or sink drains.
9. Lessee shall not place any signs or advertisements on the windows or within the premises or otherwise upon the Building, if such signs are visible from the street.
10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.
11. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

12. Lessor may bar individuals from the building and/or Lessee's Premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.
13. Lessor will repair any appliance malfunction; however, Lessor is not responsible for loss resulting from a malfunction of an appliance. Lessee understands that appliances will malfunction occasionally and Lessee must make every effort to report any malfunction.
14. \$50 per key will be charged to provide additional or replacement keys to premises.
15. If Lessee is locked out, Lessor will facilitate re-entry only during business hours at a minimal. If Lessee is locked-out during the weekend or at nighttime, it will be the Lessee's responsibility to contact a locksmith. Any cost incurred because of lockouts shall be borne by the Lessee.
16. Lessor provides no storage.
17. Laundry. Lessee agrees to clean any lint filters and to keep the laundry area free of debris. Lessor shall not be liable for any personal injury or property damage arising from or relating to Lessee's use of any laundry facilities made available under this Lease.
18. The dwelling to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the dwelling, or in the building in which the dwelling is a part, or in any of the common areas or adjoining grounds of such building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
19. The Lessee agrees to keep and maintain the Premises in good condition and repair, including keeping the yard mowed, watered, and the shrubbery trimmed.
20. The Lessee shall not engage in criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Lessees or is a danger to the premises. Additionally, the Lessee shall not engage in any drug-related criminal activity on or near the premises either personally or by any member of the tenant's household or any guest or other person under the tenant's control.

21. Lessee acknowledges that lessee has read the Rules and Regulations and agrees to be bound by them.
22. No dogs, cats, or other animals shall be kept in the premises except with the Lessor's prior consent, and subject to the conditions set forth in any such consent. No animals are permitted without a leash in any public areas of the premises.

***§ Security Deposit***

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Your state (OK) may require that any security deposit collected be kept in a separate bank account from other assets and any rent that is collected. Information about that bank should be disclosed, as well. The bank information is as follows:

**Chase Bank NA**  
615 E 1st St.  
Tustin, CA 92780

**DISCLOSURE OF INFORMATION ON LEAD-BASED  
PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

This lead paint disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

1. Presence of lead-based paint and/or lead-based paint hazards:
  - i. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
  
2. Records and reports available to the lessor:
  - i. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment**

- Lessee has received copies of all information listed above.
  
  
- Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.