

MAINTENANCE AGREEMENT

State of Oklahoma

THIS IS A SEPARATE AGREEMENT, INDEPENDENT OF YOUR LEASE. READ IT BEFORE SIGNING. IT REQUIRES YOU TO PERFORM AND PAY FOR SPECIFIED REPAIRS AND MAINTENANCE THAT A LANDLORD WOULD OTHERWISE PERFORM. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK ADVICE FROM AN ATTORNEY OF YOUR OWN CHOOSING BEFORE SIGNING.

This Maintenance Agreement ("Agreement") is made on [enter agreement date], between [enter LLC name], an **Oklahoma limited liability company** ("Owner"), and [enter client name] ("Resident"), for the premises located at [enter property address], Tulsa, Oklahoma [enter zip] (the "Premises").

1. INDEPENDENT AGREEMENT AND CONSIDERATION.

This Agreement is entered into under 41 O.S. § 118(B), which permits the landlord and tenant of a dwelling unit to agree, by a conspicuous writing independent of the rental agreement, that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling. It is a separate contract from the Residential Lease of even date (the "Lease") and from the Option to Purchase Agreement of even date (the "Option").

In consideration of the Resident's obligations under this Agreement, Owner has granted the Resident the exclusive Option to purchase the Premises at a purchase price fixed for the full term, which the Resident acknowledges is a substantial benefit and is fair and adequate consideration for the obligations undertaken here. The Resident further acknowledges that the Resident intends to purchase the Premises and has requested the right to maintain the Premises as the prospective purchaser. This Agreement is entered into in good faith and not for the purpose of evading Owner's obligations under the Oklahoma Residential Landlord and Tenant Act.

2. RESIDENT'S SPECIFIED RESPONSIBILITIES.

The Resident shall perform, at the Resident's sole expense, each of the following specified tasks:

A. Heating and cooling. Replace HVAC filters at least every ninety (90) days; keep the condenser unit clear of vegetation and debris; obtain professional servicing of the heating and cooling system at least once annually and provide Owner a copy of the service record.

B. Plumbing. Clear all stoppages in sinks, tubs, showers, toilets, and drain lines; replace wax rings, flappers, fill valves, supply lines, faucet washers, aerators, and shower heads; repair or replace garbage disposals; protect exposed pipes and exterior faucets from freezing; repair leaks at fixtures and traps.

C. Electrical. Replace all light bulbs, fluorescent tubes, ballasts, switch and outlet cover plates; reset breakers and GFCI outlets; replace smoke and carbon monoxide detector batteries and test detectors monthly.

D. Appliances. Maintain, repair, and replace as needed the range, refrigerator, dishwasher, and any other appliance located at the Premises, whether or not supplied by Owner.

E. Water heater. Flush annually; replace the anode rod, thermocouple, heating elements, and temperature and pressure relief valve as needed.

F. Interior. Repair and repaint interior walls, ceilings, and trim; repair or replace interior doors, door hardware, cabinet hardware, closet doors, blinds, screens, and window coverings; repair flooring and floor coverings.

G. Exterior and grounds. Mow, edge, water, and maintain the lawn and landscaping; trim shrubs and low tree limbs; control weeds; remove leaves and debris; clean gutters and downspouts at least twice annually; maintain fences and gates; keep walks and drives clear; remove trash and keep the Premises free of accumulation.

H. Pest control. Provide routine extermination and control of insects and rodents, except for termite treatment and except for infestations present at the commencement of occupancy.

I. Minor exterior repair. Repair and replace exterior door hardware, weatherstripping, caulking, window glass, screens, and hose bibs.

J. Consumables and minor parts. All filters, batteries, bulbs, fuses, and similar items.

Resident Initials: _____ Owner Initials: _____

3. OWNER'S RETAINED RESPONSIBILITIES.

Owner remains responsible, at Owner's expense, for: the roof and roof structure; foundation, footings, and structural framing; exterior walls and siding; the main water service line, main sewer or septic line beyond the point of connection to fixtures, and gas service line; the electrical service entrance, meter base, and main panel; replacement (as distinct from repair and routine service) of the HVAC system and water heater when they reach the end of their useful life through normal wear; termite treatment; and any repair required to correct a condition that existed at the commencement of occupancy.

A repair is deemed a replacement under this Section only where the manufacturer's stated useful life has been exceeded or a licensed contractor certifies in writing that repair is not economically feasible.

Owner is not responsible for any item listed in Section 2, or for any condition resulting from the Resident's failure to perform under Section 2, the Resident's misuse, or the negligence or intentional act of the Resident or the Resident's guests.

4. HABITABILITY; NO WAIVER OF RIGHTS.

Nothing in this Agreement waives, limits, or reduces any right or remedy the Resident has under the Oklahoma Residential Landlord and Tenant Act, 41 O.S. § 101 et seq., and nothing in this Agreement relieves Owner of any duty that cannot lawfully be delegated. Owner remains obligated to make repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition. If any provision of this Agreement is held to conflict with that duty or with any right of the Resident under the Act, that provision shall be unenforceable to the extent of the conflict and the remainder of this Agreement shall continue in effect.

5. STANDARDS OF PERFORMANCE.

All work shall be performed in a good and workmanlike manner, using materials of a quality equal to or better than those being replaced, and in compliance with applicable building, electrical, plumbing, and mechanical codes. Any work involving gas lines, the electrical panel, the HVAC system, sewer lines, or requiring a permit shall be performed only by a contractor licensed in the State of Oklahoma, and the Resident shall provide Owner with copies of invoices and permits on request. The Resident shall keep receipts for all work performed under this Agreement and shall make them available to Owner within ten (10) days of written request.

6. NOTICE OF CONDITIONS; EMERGENCIES.

The Resident shall notify Owner in writing within five (5) days of discovering any condition affecting the roof, foundation, structure, or any system listed in Section 3, any water intrusion or leak, any evidence of mold, and

any condition affecting habitability. In an emergency involving imminent risk to persons or substantial property damage, the Resident shall call the appropriate emergency service and notify Owner by telephone as soon as practicable.

Owner's emergency contact: [enter owner emergency contact name and phone]

7. ALTERATIONS.

Except for work required or expressly permitted by Section 2 of this Agreement, the Resident shall not paint, remodel, alter, or make structural changes to the Premises, or install or remove any fixture, without Owner's prior written consent. Repainting under Section 2(F) shall match the existing color and finish unless Owner consents in writing to a change. All repairs, replacements, fixtures, and improvements become the property of the Owner upon installation, and the Resident shall have no claim for reimbursement, offset, lien, or compensation for their cost or value.

8. OWNER'S INSPECTION AND RIGHT TO CURE.

Owner may inspect the Premises to verify compliance with this Agreement, upon reasonable notice and at reasonable times as provided in the Lease and the Act. If the Resident fails to perform any obligation under Section 2 and does not cure within ten (10) days after Owner's written notice, Owner may perform the work and the Resident shall reimburse Owner's actual cost within thirty (30) days of invoice. Owner's exercise of this right does not waive any other remedy.

9. DEFAULT.

A material breach of this Agreement that is not cured within thirty (30) days after Owner's written notice is a default under the Lease and terminates the Option as provided in Section 6(B) of the Option Agreement. Failure to reimburse Owner under Section 8 is treated as a monetary default under Section 6(A) of the Option Agreement. Termination of the Option does not terminate this Agreement or the Lease, and does not limit Owner's rights or remedies under the Lease, including possession and damages.

10. TERM.

This Agreement begins on the commencement date of the Lease and continues for so long as the Resident occupies the Premises, terminating on the date the Resident vacates the Premises or the date of closing on the purchase of the Premises, whichever occurs first.

11. SEVERABILITY.

If any provision of this Agreement is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, severed. The remaining provisions shall continue in full force and effect.

12. GOVERNING LAW AND DISPUTE RESOLUTION.

This Agreement is governed by the laws of the State of Oklahoma. Any claim, dispute, or controversy arising out of or relating to this Agreement shall be resolved in the manner provided in Section 9 of the Option Agreement (Mediation and Binding Arbitration), which is incorporated into this Agreement by reference and applies to the Parties as if set forth here in full, including the proceedings excluded from mediation and arbitration under Section 9(D) and the waiver of jury trial in Section 9(H) of the Option Agreement. Nothing in this Section limits

any right or remedy the Resident has under the Oklahoma Residential Landlord and Tenant Act. This Section survives termination of this Agreement.

ACKNOWLEDGMENT OF RESIDENT

The Resident acknowledges that: this Agreement is separate from the Lease; the Resident has read it and understands that it requires the Resident to perform and pay for specified repairs and maintenance; the Resident has been advised to consult an attorney of the Resident's own choosing; and the Resident enters into this Agreement voluntarily.

Resident Signature

Printed Name: [enter client name] Date: _____

[enter LLC name], an Oklahoma limited liability company

Owner Signature

By: _____ Title: [enter signer title] Date: _____

Resident Initials: _____ Owner Initials: _____