

ELEVENTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
REGULAR SESSION
MARCH 14, 2026
LCR, CONCHO, OK

RESOLUTION: A Resolution for the Appropriation of Funds from 105(l) Lease Agreement for Lease Fees for the Department of Health Building (1950 S Shepard Ave, El Reno, OK).

RESOLUTION NO: 11L-RS-2026-03-002

DATE INTRODUCED: February 12, 2026

SPONSOR:

CO-SPONSOR:

SUBJECT: A Resolution for the Appropriation of Funds from 105(l) Lease Agreement for Lease Fees for the Department of Health Building (1950 S Shepard Ave, El Reno, OK)

WHEREAS: The Cheyenne and Arapaho Tribes are a federally recognized Indian tribe organized pursuant to a Constitution approved by tribal membership on April 4, 2006 and approved by the Secretary of the Interior; and

WHEREAS: Article VI, Section 5(a) of the Constitution provides that Legislative power shall reside with the Legislature; and

WHEREAS: Article VI, Section 5(a) of the Constitution grants the Legislature the “power to make all laws and resolutions in accordance with the Constitution which are necessary and proper for the good of the Tribes;” and

WHEREAS: Article VI, Section 5(d) of the Constitution, vests in the Legislature the power to raise revenue and appropriate funds for expenditure; and

WHEREAS: The Legislature has the Constitutional obligation and public responsibility to the Tribes to oversee the Tribes’ operations in order to establish and promote justice, establish guidance and direction for the government, and advance the general welfare of the Tribes; and

WHEREAS: The Cheyenne and Arapaho Tribes entered into a lease agreement under Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) with the United States of America, Department of Health and Human Services, Indian Health Service (IHS) for the Health Education Building located at 1950 S. Shepard Ave, El Reno, Oklahoma 73036, Lease No. IHS-CAT-2025-1320; and

WHEREAS: The total adjusted compensation under the lease for FY2025 is \$94,098, as reflected in the 105(l) Lease Agreement; and

WHEREAS: The Cheyenne and Arapaho Tribes have determined a need to allocate \$51,252 from the 105(l) Lease Agreement funds to pay for lease fees for the Department of Health building to ensure continued delivery of health services to tribal members; and

NOW THEREFORE BE IT RESOLVED, that the Eleventh Legislature of the Cheyenne and Arapaho Tribes, pursuant to its Constitutional authority, approves and appropriates funding in the amount of \$51,252 from the 105(l) Lease Agreement funds for the Department of Health building located at 1950 S. Shepard Ave, El Reno, Oklahoma, and authorizes the Governor to execute any and all documents necessary to carry out the intent of this resolution.

Kendricks Sleeper
Speaker of the Eleventh Legislature
Cheyenne and Arapaho Tribes



ATTEST:

I, Jodi White Buffalo, Legislative Clerk, hereby certify that the foregoing is a True and Accurate Copy of the Original Bill No. 11L-RS-2026-03-002 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in the Second Regular Session of the Eleventh Legislature, by a roll call vote on the 14th day of March 2026.

VOTE RECORD:

DISTRICT	LEGISLATOR	YES	NO	ABSTAIN	ABSENT
A1	Pamela Sutton				
A2	Kendricks Sleeper				
A3	Travis Ruiz				
A4	Rector Candy				
C1	Bruce Whiteman, Jr.				
C2	Milan Roman Nose, Jr.				
C3	Thomas Trout				
C4	Mariah Youngbull				
TOTAL					
Passes () Fails () Tabled () Allowed to Die () No Action ()					

Pursuant to Article VI, Section 5, subsection (a) of the Tribes Constitution reads in part: "Tie votes in the Legislature shall be decided by the Governor."

		YES	NO	ABSENT
Governor	Reggie Wassana			

Jodi White Buffalo, Legislative Clerk
Eleventh Legislature, Cheyenne and Arapaho Tribes



ATTEST:

Pursuant to Article VI, Section 7, subsection (a)(iv) of the Tribes Constitution reads in part: “All Bills passed by the Legislature shall be presented to the Governor for signature or veto. All laws shall take effect thirty days after signature by the Governor or veto override by the Legislature unless any Member of the Tribes submits to the Coordinator of the Office of Tribal Council a petition signed by at least one hundred fifty Members of the Tribal Council seeking to repeal the law or resolution at the next Tribal Council meeting. If the Tribal Council fails to repeal such law or resolution at the next Tribal Council where the matter has been properly placed on the agenda for the Tribal Council meeting, such law or resolution shall become effective immediately.”

Pursuant to Article VII, Section 4, subsection (g) of the Tribes Constitution reads: “The Governor shall have the power to sign any enactment passed by the Legislature into law or to veto any enactment passed by the Legislature within ten days of passage with a written explanation of any objections; and if the Governor takes no action within ten days, then the enactment shall become law in accordance with this Constitution.”

{ } APPROVED

{ } VETOED: Attachment ____; Governor’s written explanation of any objections.

On the _____ day of _____, 2026.

Reggie Wassana, Governor
Cheyenne and Arapaho Tribes



**TRANSMITTAL OF DOCUMENTS:
From the Legislative Branch to the Office of Records Management**

ATTEST:

Pursuant to Article VI, Section 7, subsection (a)(v), of the Tribes Constitution reads, “The Office of Records Management shall compile all Laws and Resolutions into a comprehensive Code in an orderly manner that shall be published annually.”

Office of Records Management Staff, hereby certify that the foregoing is a True and Accurate Original Resolution No. 11L-RS-2026-03-002.

Space below is reserved for Stamp:

Received (Date) Office of Record Management

Signature: _____

Print Name: _____

Title: _____

Date: _____

Office of Records Management
Department of Administration, Executive Branch
Cheyenne and Arapaho Tribes



**Cheyenne and Arapaho Tribes
Legislative Action Request**



This Form will be used by the Governor of the Cheyenne and Arapaho Tribes on behalf of all Departments and programs when submitting all Bills and Resolutions to the Legislative Branch for Public Hearings and Regular/Special Sessions.

Name: Connor Bushyhead Title: Executive Director
 Contact Number: 405-907-3849 Work E-mail: Cubushyhead@cheyenneandarapahotribes.gov
 Department: Health Program: Health Admin
 Date of Submission: 1/27/2020 Date Document is Needed _____
 Regular/Special Session: regular

What Type of Request: Bill, Resolution, Contract, and Supporting Documents are you submitting:
 New Bill to be adopted: _____; Revised Act to be adopted: _____
 New Resolution to be adopted: X; Revised Resolution to be adopted: _____
 New Contract to be adopted: _____; Revised Contract to be adopted: _____
 Supporting Document: X; Supporting Document: 1051 lease, 1950 lease

Please provide a detailed description of your request to include what type of action is required by the Legislature. Attach all supporting documentation to this form.

Requesting funds from 1051 agreement to help support lease fees for DOH Building

Program Director Approval: [Signature] Date: 1-27-20
 Department Executive Director Approval: [Signature] Date: 1-27-20
 Received and Reviewed by Legal Department, Executive Branch:
 Tribal Attorney: _____ Date: _____
 Received by Executive Office: _____ Date: _____
 Governor Approval: _____ Date: _____

ACTION TAKEN BY LEGISLATIVE BRANCH:

Resolution /Bill # _____

ATTEST:

The Legislative Staff hereby certify that the foregoing (Bills, Resolutions, Contracts, and/or supporting documents) that were submitted by the Submitting Party are complete.

Legislative Staff: _____ Title: _____

Date of action: _____

**IHS AREA FINANCIAL MANAGEMENT OFFICER
SECTION 105(I) LEASE - FUNDS CERTIFICATION**

(FY/CY Year): 2025

CHEYENNE AND ARAPAHO TRIBES				
Lease Agreement #	FY/CY-Mod #-Type	Facility Name, City, State		Amount
1 IHS-CAT-2025-1320	CY25-0-FMR	Health Education Building - 1905 S. Shepard Ave, El Reno, OK		\$ 94,098
2 IHS-CAT-2025-1321	CY25-0-FMR	George Hawkins Memorial Treatment Center - 10320 N. A, OK		\$ 136,570
3 IHS-CAT-2025-1322	CY25-0-FMR	Emergency Medical Service Building - 22671 Route 66, Cl, OK		\$ 253,890
4				
5				
6				
7				
8				
9				
10				
				\$ 484,558

I, Carla Despain, certify in accordance with the Anti-Deficiency Act, the Balanced Budget and Deficit Control Act of 1985 and the HHS Acquisition Policy Memorandum 2010-01, that upon lease approval from the IHS Agency Lead Negotiator for Section 105(I) Leases, funds are available from the following accounting stream. These funds are solely for the purpose described in this document.

Fund Value	CAN	BAP	Object Class	Amount
0J020020252DA0	J50PA08	105L50PAYT	41043	\$ 484,558.00

Carla J. Despain -S Digitally signed by
Carla J. Despain -S
Date: 2025.04.16
13:39:26 -05'00'

Name: Carla Despain
Title: Financial Management Officer
Oklahoma City Area Indian Health Service

LEASE AGREEMENT
Lease No. IHS-CAT-2025-1320

Between

CHEYENNE AND ARAPAHO TRIBES

Lessor

and

UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE

Lessee

Lease of Space for the

HEALTH EDUCATION BUILDING
1905 S. SHEPARD AVE
EL RENO, OK 73036

**LEASE AGREEMENT FOR
HEALTH EDUCATION BUILDING**

THIS Lease Agreement is entered into by the **CHEYENNE AND ARAPAHO TRIBES** ("Lessor"), and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 13,336 square feet located at 1905 S. Shepard Ave, El Reno, OK 73036.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the contract and annual funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from January 1, 2025, through December 31, 2025, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated January 1, 2025, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay Lessor compensation of \$94,098 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **CHEYENNE AND ARAPAHO TRIBES**
100 RED MOON CIRCLE
CONCHO, OK 73022

6. **RENEWAL:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **TERMINATION:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its annual funding agreement.

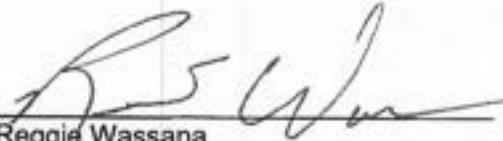
8. **POINTS OF CONTACT:** All correspondence, including submission in accordance with paragraphs 6 and 7 of this lease, shall be sent to the following:

Dr. Chris Poole, DHA, LCSW
105(I) Agency Lead Negotiator
Indian Health Service
Email: Chris.Poole@ihs.gov
Telephone: (218) 444-0475

Reggie Wassana, Governor
Cheyenne and Arapaho Tribes
100 Red Moon Circle
Concho, OK 73022
Email: hjackson@cheyenneandarapaho-nsn.gov
Telephone: (405) 422-77200

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: 
Reggie Wassana
Governor
Cheyenne and Arapaho Tribes

4-7-2025
Date

UNITED STATES OF AMERICA

By: **Christopher A.
Poole -S**
Dr. Chris Poole, DHA, LCSW
105(I) Agency Lead Negotiator
Indian Health Service

Digitally signed by Christopher
A. Poole -S
Date: 2025.04.16 16:05:27 -05'00'

1/1/2025

ATTACHMENT A

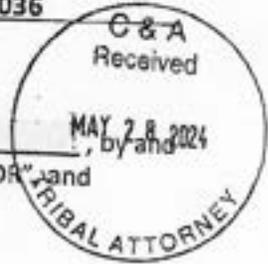
**900.70 - IHS COMPENSATION SUMMARY
 CHEYENNE AND ARAPAHO TRIBES - TITLE I
 HEALTH EDUCATION BUILDING - 13,336 SF
 1905 S. SHEPARD AVE
 EL RENO, OK 73036**

LEASE NO. IHS-CAT-2025-1320 - FMR: CY2025 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a) RENT		\$ -
(b) DEPRECIATION		\$ -
(c) CONTRIBUTIONS TO A RESERVE		\$ -
(d) PRINCIPAL AND INTEREST		\$ -
(e) OPERATIONS & MAINTENANCE EXPENSES		
(e)(1) WATER/SEWAGE		\$ -
(e)(2) UTILITIES (ELECTRIC)		\$ -
(e)(3) FUEL		\$ -
(e)(4) INSURANCE		\$ -
(e)(5) BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES		\$ -
(e)(6) CUSTODIAL AND CUSTODIAL SUPPLIES		
(e)(6)(i) JANITORIAL SALARY		\$ -
(e)(6)(ii) JANITORIAL SUPPLIES		\$ -
(e)(7) PEST CONTROL		\$ -
(e)(8) SITE MAINTENANCE (SNOW REMOVAL)		\$ -
(e)(9) TRASH AND WASTE REMOVAL		\$ -
(e)(10) FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT		\$ -
(e)(11) MONITORING AND PREVENTIVE MAINTENANCE		
(e)(11)(i) HEATING/VENTILATION		\$ -
(e)(11)(ii) PLUMBING		\$ -
(e)(11)(iii) ELECTRICAL		\$ -
(e)(11)(iv) ELEVATOR		\$ -
(e)(11)(v) BOILERS		\$ -
(e)(11)(vi) FIRE SAFETY SYSTEM		\$ -
(e)(11)(vii) SECURITY SYSTEM		\$ -
(e)(11)(viii) ROOF, FOUNDATION, WALLS, FLOORS		\$ -
(e)(12) UNSCHEDULED MAINTENANCE		\$ -
(e)(13) SCHEDULED MAINTENANCE (SALARY & MATERIALS)		\$ -
(e)(14) SECURITY SERVICES		\$ -
(e)(15) MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)		\$ -
(e)(16) OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS		
(e)(16)(i) MAINTENANCE SALARY/FRINGE		\$ -
(e)(16)(ii) MAINTENANCE MATERIALS		\$ -
(f) REPAIRS BUILDINGS AND EQUIPMENT		\$ -
(g) ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS		\$ -
(h) OTHER REASONABLE EXPENSES		\$ -
	Sub-Total	\$ 0.00
(i) FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND		\$ 105,000.06
2025 Appraisal	13,336.05 SF * \$7.873400 per SF per Year	\$ 105,000.06
	Compensation Amount	\$ 105,000.06
	FY25 Maintenance & Improvement	\$ -10,902.00
	Adjusted Compensation Amount (Rounded)	\$ 94,098

LEASE AGREEMENT

1950 S. Shepard Ave, El Reno, OK 73036



1. PARTIES:

THIS INSTRUMENT, made and entered into on December 1, 2024
between PK&T Properties, LLC, of El Reno, OK 73036 hereinafter called "LESSOR" and
Cheyenne & Arapaho Department of Health
100 Red Moon Circle, Concho, OK 73022
(405) 262-0345 / (405) 448-6825 (Bobbie Hamilton)
Email: dmedicinebird@cheyenneandrapaho-nsn.gov

hereinafter called "LESSEE". LESSEE must promptly inform LESSOR of any changes in LESSEE's phone numbers (office, cell, or home) not later than 5 days after a change.

2. WITNESSETH:

That the said LESSOR hereby leases and demises unto the said LESSEE the following described premises:
1950 S. Shepard Ave., El Reno, OK 73036

3. TERM:

- A. Primary Term: The primary term of this lease begins and ends as follows:
Commencement Date: December 1, 2024 Expiration Date: October 31, 2026
- B. Delay of Occupancy: LESSEE must occupy the Property within 5 days after the Commencement Date. If LESSEE is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior LESSEE's holding over of the Property, LESSEE may terminate this lease by giving written notice to LESSOR before the Property becomes available to be occupied by LESSEE, and LESSOR will refund to LESSEE the security deposit and any rent paid. LESSOR will abate rent on a daily basis for a delay caused by construction or a prior LESSEE's holding over. This Paragraph 3 does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.
- C. Change of Ownership: If the property ownership should change, LESSOR will have the right to give the LESSEE a thirty (30) day notice to vacate due to the change in ownership.

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:

- D. This lease automatically renews on a basis unless LESSOR or LESSEE provides the other party written notice of termination not less than: *(Check only one box.)*
 (1) 30 days before the Expiration Date.
 (2) _____ days before the Expiration Date.
- E. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). If a box is not checked under Paragraph 4.b, Paragraph 4.b (1) will apply. If a box is not checked under Paragraph 4.b, Paragraph 4.b (1) will apply.

5. RENT:

- A. Monthly Rent: LESSEE will pay LESSOR monthly rent in the amount of \$ 9,012.50 for the first 22 months during this lease. The first full month's rent is due and payable not later than December 1, 2024. After the first 22 months, there will be a 3% annual increase.
- B. LESSEE will pay the monthly rent so that LESSOR receives the monthly rent on or before the first day of each month during this lease. Weekends, holidays, and mail delays do not excuse LESSEE's obligation to timely pay rent.
- C. Place of Payment: Unless this lease provides otherwise, LESSEE will remit all amounts due to LESSOR under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. LESSOR may later designate, in writing, another person or place to which LESSEE must remit amounts due under this lease.

Name: PK&T Properties, LLC
Address: P.O. Box 337
El Reno, OK 73036

LESSOR / Landlord: _____

& LESSEE / Tenant: [Signature] _____

4/17/2024 9:26:59 AM

Notice: Place the Property address and LESSEE's name on all payments.

D. Method of Payment:

- (1) Unless the parties agree otherwise, LESSEE may not pay rent in cash and will pay all rent by electronic funds transfer (**EFT is preferred method**), check, cashier's check, money order, or other means acceptable to Landlord.
- (2) LESSEE must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (3) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (4) LESSOR requires LESSEE(s) to pay monthly rents by one check
- (5) If LESSEE fails to timely pay any amounts due under this lease or if any check of LESSEE is not honored by the institution on which it was drawn, LESSOR may require LESSEE to pay such amount and any subsequent amounts under this lease in certified funds. This Paragraph 5 does not limit LESSOR from seeking other remedies under this lease for LESSEE's failure to make timely payments with good funds.

E. Rent Increases: There will be no additional rent increases through the primary term. LESSOR may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to LESSEE.

F. Should said rent herein provided for at any time remain due and unpaid for a period of twenty (20) days after the same shall have become due, the said LESSOR may at LESSOR'S option, consider the said LESSEE a LESSEE at sufferance and immediately re-enter upon the premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may be immediately collected by distress or otherwise.

6. LATE CHARGES:

A. If LESSOR does not actually receive a rent payment in the full amount at the designated place of payment by 5:00 p.m. on the 2nd day of the month in which it is due, LESSEE will pay LESSOR for each late payment:

- (1) an initial late charge equal to (check one box only): (a) \$ 250 ; or (b) 10 % of one month's rent; and
- (2) additional late charges of \$10 per day thereafter until rent and late charges are paid in full.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for LESSOR (the postmark date is not the date LESSOR receives the payment). The late charge is a cost associated with the collection of rent and LESSOR's acceptance of a late charge does not waive LESSOR's right to exercise remedies.

7. RETURNED CHECKS: LESSEE will pay LESSOR \$ 50 for each check LESSEE tenders to LESSOR which is returned or not honored by the institution on which it is drawn for NSF ("no sufficient funds"), or other reasons plus any late charges until LESSOR receives payment. LESSEE must make any returned check good by paying such amount(s) plus any associated charges in certified funds. Payable at the LESSOR'S address.

A. If funds submitted as security deposit or first month's rent payment are returned for insufficient funds, then the LESSOR (at LESSOR's discretion) can:

- (1) *(if Property not yet occupied)* terminate LESSEE's right to occupy the Property by providing LESSEE with at least one day written notice of termination.
- (2) *(if Property already occupied)* terminate Lease Agreement by providing LESSEE with at least one week written notice to vacate.

8. APPLICATION OF FUNDS: Regardless of any notation on a check, LESSOR may apply funds received from LESSEE first to any non-rent obligations of LESSEE, including but not limited to, late charges, returned check charges, repairs, brokerage fees, periodic utilities, pet charges, and then to rent.

9. PETS:

A. The parties have agreed that the following pet(s) will be allowed on the property:

none

- B. Unless the parties agree otherwise in writing, LESSEE may not permit, even temporarily, any other pet(s) on the property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect) that are not included in Paragraph 9.A.
- C. If LESSEE violates this Paragraph 9 or any agreement to keep a pet on the Property, LESSOR may take all or any of the following action:
- (1) declare LESSEE to be in default of this lease and exercise LESSOR's remedies under Paragraph 20;
 - (2) charge LESSEE, as additional rent, an initial amount of \$ 50 and \$ 20 per day thereafter per pet for each day LESSEE violates the pet restrictions;
 - (3) remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to LESSEE of LESSOR's intention to remove the unauthorized pet; and
 - (4) charge to LESSEE the LESSOR's cost to:
 - (a) remove any unauthorized pet;
 - (b) exterminate the Property for fleas and other insects;
 - (c) repair any damage to the Property caused by the unauthorized pet.
- D. When taking any action under Paragraph 9.C LESSOR will not be liable for any harm, injury, death, or sickness to any pet.
10. SECURITY DEPOSIT:
- A. Security Deposit: On or before execution of this lease, LESSEE will pay a security deposit to LESSOR in the amount of \$8,750.00. This security deposit is hereby acknowledged by LESSOR, as security for any damage caused to the Premises during the term hereof.
- B. If Security Deposit has not been fully satisfied prior to move-in, LESSOR can at LESSOR's discretion void this lease agreement at any time up until entire Security Deposit amount has been paid to LESSOR.
- C. Interest: No interest or income will be paid to LESSEE on the security deposit. LESSOR may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to LESSOR or LESSOR's representative.
- D. Refund: LESSEE must give LESSOR at least thirty (30) days written notice of surrender before LESSOR is obligated to refund or account for the security deposit.
- Notices about Security Deposits:
- (1) LESSEE expressly may not use the security deposit in lieu of payment of rent at any time.
 - (2) The LESSOR is not obligated to return or account for the security deposit until the LESSEE surrenders the Property and gives the LESSOR a written statement of the LESSEE's forwarding address, after which the LESSOR has 30 days in which to account.
 - (3) "Surrender" is defined in Paragraph 16 of this lease.
- E. Deductions:
- (1) LESSOR may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear;
 - (b) costs for which LESSEE is responsible to clean and maintain the Property;
 - (c) Repairs required to return unit to condition at time of move in;
 - (d) unpaid or accelerated rent;
 - (e) unpaid late charges;
 - (f) unpaid utilities;
 - (g) unpaid pet charges;
 - (h) replacing unreturned keys, garage door openers, security devices, or other components;
 - i. The property was rented with 0 remote garage door opener(s) and 0 wall panel wireless garage door opener(s)
 - (i) the removal of unauthorized locks or fixtures installed by LESSEE;
 - (j) LESSOR's cost to access the Property if made inaccessible by LESSEE;

LEASE AGREEMENT**1950 S. Shepard Ave, El Reno, OK 73036**

- (k) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
 - (l) packing, removing, and storing abandoned property;
 - (m) removing abandoned or illegally parked vehicles;
 - (n) costs of reletting (as defined in Paragraph 21.B), if LESSEE is in default;
 - (o) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against LESSEE;
 - (p) any unpaid charges or fees for which LESSEE is responsible under this lease;
 - (q) mailing costs associated with sending notices to LESSEE for any violations of this lease; and
 - (r) other items LESSEE is responsible to pay under this lease.
- (2) If deductions exceed the security deposit, LESSEE will pay to LESSOR the excess within 10 days after LESSOR makes written demand.
- (3) If damages occur to following assets on the property:
N/A

11. UTILITIES & TRASH:

- A. LESSEE will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which LESSOR will pay:
Unpotable Water (Not Drinking Water Quality) and Sewer
- Unless otherwise agreed, amounts under this Paragraph (3) are payable directly to the service providers.
- B. Unless provided by LESSOR, LESSEE must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.
- C. Notice: Before signing this lease, LESSEE should determine if all necessary utilities are available to the Property and are adequate for LESSEE's use.
- D. LESSEE is required to maintain the property such that it stays free from trash (internally and externally). Cleaning charges of \$1,000 per incident can be levied if LESSEE does not maintain property free of trash and debris.
 Notice: Before signing this lease, LESSEE should determine if all necessary utilities are available to the Property and are adequate for LESSEE's use.

12. USE AND OCCUPANCY:

- A. Prohibitions: LESSEE may not permit any part of the Property to be used for:
- (1) any activity which is a nuisance, annoyance, offensive, noisy, disturbance, or dangerous;
 - (2) any activity which violates any zoning ordinance,
 - (3) any illegal, improper, or unlawful activity; or
 - (4) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.
- B. SMOKING: There shall be no smoking inside the building. Smoking is acceptable outside of the building. Please be cautious and extinguish all cigarettes and discard appropriately. Abuse charges of \$250 per incident can be levied if Lessee does not adhere to the "no smoking" policy.
- C. ILLEGAL DRUGS: There shall be no use of any illegal drugs by any LESSEEs, occupants or visitors in or on the grounds of the Property.

13. VEHICLES:

- A. LESSEE has been provided space for vehicles in front/side of leased unit. LESSEE may not park vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats, on the Property (other than in front of leased unit unless authorized by Landlord in writing. Tenant may not park any vehicles in the grass or behind chain link fence. LESSEE may not store any vehicles on or adjacent to the Unit or on the street in front of the Unit. LESSOR may have towed, at LESSEE's expense, any improperly parked or inoperative vehicle on or adjacent to the Property.

- B. LESSEE will pay LESSOR parking fines of \$250 per incident if LESSEE parks vehicles on the grass or in unauthorized locations. Additional fines for repairing ruts, replacing sod, and any plumbing/water/septic system repairs as a result of driving on yard will also be levied.
- C. If LESSEE desires additional parking, arrangements can be made for additional space.
- D. LESSEE has read and agreed to the Parking Rules provided by Landlord.

14. ACCESS BY LESSOR:

- A. Access: Before accessing the Property, LESSOR or anyone authorized by LESSOR will attempt to first contact LESSEE, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective LESSEEs or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, LESSOR or anyone authorized by LESSOR may peacefully enter the Property at reasonable times without first attempting to contact LESSEE and without notice to: (1) survey or review the Property's condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if LESSEE is in default.
- B. Inspection: In order to protect the asset of the Property, the LESSOR can arrange for a thorough inspection of the property. The inspection can, at the LESSOR's discretion, consist of both exterior and interior access to all areas of the Property. The LESSOR has the right to quarterly inspections as deemed necessary.
- C. Trip Charges: If LESSOR or LESSOR's agents have made prior arrangements with LESSEE to access the Property and are later denied or are not able to access the Property because of LESSEE's failure to make the Property accessible, LESSOR may charge LESSEE a trip charge of \$50.
- D. Signs: LESSOR may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period.

15. MOVE-IN CONDITION:

- A. LESSOR makes no express or implied warranties as to the Property's condition. LESSEE has inspected the Property and accepts it AS-IS provided that LESSOR:
LESSEE maintains all HVAC systems and lawn and landscaping responsibilities

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, LESSEE will surrender the Property in the same condition as when received, normal wear and tear accepted. LESSEE will leave the Property in a clean condition free of all trash, debris, and any personal property. LESSEE may not abandon the Property.
- B. Definitions:
- (1) "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
 - (2) "Surrender" occurs when all occupants have vacated the Property, in LESSOR's reasonable judgment, and one of the following events occurs:
 - (a) the date LESSEE specifies as the move-out or termination date in a written notice to LESSOR has passed; or
 - (b) LESSEE returns keys and access devices that LESSOR provided to LESSEE under this lease.
 - (3) "Abandonment" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in LESSOR's reasonable judgment;
 - (b) LESSEE is in breach of this lease by not timely paying rent; and
 - (c) LESSOR has delivered written notice to LESSEE, by affixing it to the inside of the main entry door or if the LESSOR is prevented from entering the Property by affixing it to the outside of the main entry door, stating that LESSOR considers the Property abandoned, and LESSEE fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Personal Property Left After Move-Out:

LESSOR / Landlord: _____

& LESSEE / Tenant: fw

4/17/2024 9:26:59 AM

Page 5 of 10

- (1) If LESSEE leaves any personal property in the Property after surrendering or abandoning the Property LESSOR may:
- dispose of such personal property in the trash or a landfill;
 - give such personal property to a charitable organization; or
 - store and sell such personal property
- (2) LESSEE must reimburse LESSOR all LESSOR's reasonable costs under Paragraph 16.C.(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:**A. LESSEE's General Responsibilities:** LESSEE, at LESSEE's expense, must:

- keep the Property clean and sanitary
- keep the interior of the premises, and all windows, doors, fixtures, interior walls, pipes, and other appurtenances, in good and substantial repair and in clean condition
- exercise all reasonable care in the use of bathrooms and other fixtures and parts of the premises used in common with other LESSEES in said building which may be necessary for the preservation of the property and the comfort of the other LESSEES
- promptly dispose of all garbage in appropriate receptacles; LESSEE is required to maintain the property such that it stays free from trash (internally and externally).
- supply and replace all light bulbs, fluorescent tubes, and batteries for smoke detectors and carbon monoxide detectors (of the same type and quality that are in the Property on the Commencement Date);
- take action to promptly eliminate any dangerous condition on the Property;
- take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- replace any lost or misplaced keys;
- pay any periodic, preventive, or additional extermination costs desired by LESSEE;
- remove any standing water;
- know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; and
- promptly notify LESSOR, in writing, of all needed repairs.
- Turn on gas service (ONG) within 30 days to ensure proper maintenance of heaters. Failure to do so will result in a \$250.00 fee payable immediately to have a technician out to re-pressurize the gas line. Lessee MUST maintain service minimally every 4 months to alleviate this service charge.
- LESSEE will supply HVAC pleated filters ((2) 20x25x1, (2) 20x20x2, (4) 20x25x2, (6) 16x25x2, (2) 20x20x1) that LESSOR will change every 90 days or when deemed necessary;
- OTHER MAINTENANCE:** LESSEE is responsible for maintenance and costs associated to keep the following in working order: Batteries in thermostat, Light Bulbs in all fixtures, Wall Fan, all bathroom fixtures and associated plumbing, interior water and gas lines, HVAC, electrical, wiring, lighting (interior and exterior), filters, doors, glass, phones, internet, plumbing/sewer, and lawn care, is your responsibility and not Landlord.

B. Prohibitions: If LESSEE installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the LESSOR. Except as otherwise permitted by law, this lease, or in writing by LESSOR, LESSEE may not:

- remove any part of the Property or any of LESSOR's personal property from the Property;
- remove, change, add, or rekey any lock;
- install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;

- e. dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- f. cause or allow any lien to be filed against any portion of the Property;
- g. alter the Property structure, including paint surfaces, shutters, doors, windows, light fixtures, appliances, plumbing, electrical wiring, etc. without first obtaining written approval from the LESSOR
- C. Failure to Maintain: If LESSEE fails to comply with this Paragraph 15, LESSOR may, in addition to exercising LESSOR's remedies under Paragraph 20, perform whatever action LESSEE is obligated to perform and LESSEE must immediately reimburse LESSOR the reasonable expenses that LESSOR incurs.
- 18. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:**
- A. The Property has been equipped with certain types of locks and security devices. LESSOR has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after LESSEE moves in.
- B. All notices or requests by LESSEE for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by LESSEE will be paid by LESSEE in advance and may be installed only by contractors authorized by LESSOR.
- C. LESSEE is BANNED from changing locks without approval of LESSOR. Unauthorized changing of locks will carry a charge of up to \$250 per incident.
- D. Some property units have security lighting installed outside the buildings. The cost of electricity should be minimal and is tied to the account of the LESSEE. The cost of replacing the light bulbs is the responsibility of the LESSOR. Please notify LESSOR if security lights are not functioning.
- 19. LIABILITY:** Unless caused by LESSOR, LESSOR is not responsible to LESSEE, LESSEE's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. LESSEE will promptly reimburse LESSOR for any loss, property damage, or cost of repairs or service to the Property caused by LESSEE, LESSEE's guests, any occupants, or any pets.
- 20. DEFAULT:**
- A. If LESSOR fails to comply with this lease, LESSEE may seek any relief provided by law.
- B. If LESSEE fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, LESSEE will be in default and:
- (1) LESSOR may terminate LESSEE's right to occupy the Property by providing LESSEE with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) LESSEE will be liable for:
 - (a) any lost rent;
 - (b) LESSOR's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all LESSOR's costs associated with eviction of LESSEE, including but not limited to attorney's fees, court costs, costs of service, and prejudgment interest;
 - (e) all LESSOR's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which LESSOR may be entitled by law.
- C. LESSOR will attempt to mitigate any damage or loss caused by LESSEE's breach by attempting to relet the Property to acceptable LESSEEs and reducing LESSEE's liability accordingly.

- D. The LESSEE hereby pledges and assigns to the LESSOR all furniture, fixtures, goods and chattels of the LESSEE on the premises, as security for the payment of the rent reserved herein and the LESSEE agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the LESSOR; and said LESSEE hereby waives all rights of homestead or exemption in said furniture, fixtures, goods and chattels to which the LESSEE may be entitled under the Constitution and laws of this State; and in case of the failure of the LESSEE to pay the rent or other charges herein reserved when due, and same is collected by suit or through an attorney, the LESSEE agrees to pay the LESSOR reasonable attorney's fees, together with all costs incurred. This lease shall bind the LESSOR and the LESSEE and their respective heirs, assigns, administrators, legal representatives and executors.
- E. If at any time during the term of this lease, LESSEE abandons the demised premises or any part thereof, LESSORS may, at their option, enter the premises by any means, without being liable for any prosecution therefore, and without becoming liable to LESSEE for damages or for any payment.
- F. Further, in the event of abandonment of leased premises, the LESSORS, at their option may declare the Lease in default and terminate the Lease at such time and may recover possession of said premises without reference to the time said Lease would have otherwise expired.

21. EARLY TERMINATION:

This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 20, by agreement of the parties, applicable law, or this Paragraph 21.

- A. Military: LESSEE may terminate this lease if: (i) LESSEE is or becomes member on active duty of the United States uniformed services (the armed forces or the commissioned corps of the NOAA or PHS); and (ii) LESSEE receives permanent change of station (PCS) orders or deployment orders for not less than 90 days. To terminate this lease under this Paragraph 21, LESSEE must deliver to LESSOR : (i) a copy of the orders; and (ii) written notice of termination that specifies the effective date of termination which may not be earlier than 30 days after the first date on which the next rental payment is due after the date the notice is delivered. This Paragraph 21 does not apply to orders authorizing base or post housing.

B. Assignment and Subletting:

- (1) LESSEE may not assign this lease or sublet the Property without LESSOR's written consent.
- (2) If LESSEE requests an early termination of this lease under this Paragraph 21. B, LESSEE may attempt to find a replacement LESSEE and may request LESSOR to do the same. LESSOR may, but is not obligated to, attempt to find a replacement LESSEE under this Paragraph 21.
- (3) Any assignee, subLESSEE, or replacement LESSEE must, in LESSOR's discretion, be acceptable as a LESSEE and must sign: (a) a new lease with terms not less favorable to LESSOR than this lease or otherwise acceptable to LESSOR ; (b) a sublease with terms approved by LESSOR ; or (c) an assignment of this lease in a form approved by LESSOR .
- (4) At the time LESSOR agrees to permit an assignee, subLESSEE, or replacement LESSEE to occupy the Property, LESSEE will pay LESSOR:
 - (i) \$ TBD
 - (ii) 100% of one's month rent
- (5) LESSEE will be held liable for any difference that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force
- (6) Unless expressly stated otherwise in an assignment or sublease, LESSEE will not be released from LESSEE's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without LESSOR's written consent is voidable by LESSOR .

22. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between LESSOR and LESSEE and may not be changed except by written agreement. This agreement supersedes all prior oral and written communication between LESSOR and LESSEE.

- B. **Binding Effect:** This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. **Joint and Several:** All LESSEEs are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the LESSEEs regarding any term of this lease, its extension, its renewal, or its termination is binding on all LESSEEs executing this lease.
- D. **Waiver:** LESSOR's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by LESSEE or any other right in this lease.
- E. **Severable Clauses:** Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain valid and in full effect, to be enforced to the maximum extent permitted by law.
- F. **Headings:** The descriptive headings used herein are facilitate reference only, do not form a part of this agreement, and shall not in any way affect the construction or interpretation hereof.
- G. **Controlling Law:** The laws of the State of Oklahoma govern the interpretation, validity, performance, and enforcement of this lease.
- H. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.
- I. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.
- J. The parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Canadian County, State of Oklahoma. No action hereunder may be commenced if more than one year after the cause of action giving rise thereto has elapsed. Upon default of this lease, LESSEE hereby waives their right to a five (5) day notice to quit required by law.

23. INFORMATION:

- A. Future inquires about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for LESSOR under Paragraph 1.
- B. It is LESSEE's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, and transportation) are accessible to or from the Property; (ii) such services are sufficient for LESSEE's needs and wishes; and (iii) LESSEE is satisfied with the Property's condition.
- C. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- D. If all occupants over 18 years of age die during this lease, LESSOR may: (i) permit the person named below to access the Property at reasonable times in LESSOR's or LESSOR's agent's presence; (ii) permit the named person to remove LESSEE's personal property; and (iii) refund the security deposit, less deductions, to the named person.

Name: Reggie Wassana
 Address: 100 Red Moon Circle
Concho, OK 73022
 Phone: 405-422-7734
 E-mail: rwassana@cheyenneandrapaho-nsn.gov

- E. LESSOR'S insurance does not cover LESSEE from loss of personal property. LESSEE specifically acknowledges that he understands and agrees that they will obtain insurance providing coverage on the contents of LESSOR'S property, including but not limited to LESSEE'S inventory, fixtures, assets, and/or property held for others. LESSEE shall also procure, pay for and deliver to LESSOR policies of insurance covering liability insurance and fire and extended coverage on the building and the property. LESSOR will not be liable for any damage or loss to persons or property caused by LESSEE or other persons and they shall not be liable for personal injury or damage or loss of LESSEE'S business or personal property from theft, vandalism, fire, water, rain, hail, snow, explosions, acts of God, or other causes whatsoever.

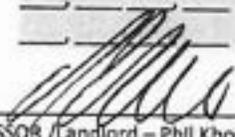
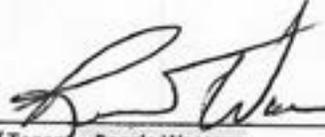
LEASE AGREEMENT

1950 S. Shepard Ave, El Reno, OK 73036

- F. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.
- G. Tenant agrees to notify Landlord within 3 days of arrival of any mail that arrives at the property addressed to Landlord.

24. CONFIRMATIONS: LESSEE initials of understanding and authorization

- Late Fees – Section 6
- No Pets – Section 9
- Maintenance of grounds around unit (trash) – Section 11
- Parking of vehicles – Section 13
- Other Maintenance – HVAC, electrical, wiring, lighting (interior and exterior), filters, doors, glass, phones, internet, plumbing/sewer, lawn care is your responsibility and not Landlord
- Unauthorized changing to security devices – Section 18
- Early Termination – Section 21
- Legal Arbitration – Section 22
- Insurance for contents – Section 23


6-11-24

5-28-2024
 LESSOR / Landlord – Phil Khosravi Date LESSEE / Tenant – Reggie Wassana Date

Or signed for LESSOR under written property management agreement or power of attorney: LESSEE / Tenant - Name Date
 By: _____

Printed Name: _____ LESSEE / Tenant - Name Date

Firm Name: _____

DAMAGES: TENANT HAS REVIEWED THE PROPERTY AND WALKED AROUND AND NOTED ANY DAMAGES TO THE PROPERTY AND/OR INOPERABLE ITEMS AND THOSE ITEMS ARE IDENTIFIED BELOW. IF ANY ADDITIONAL DAMAGES ARE NOTED WITHIN THE NEXT 30 DAYS, YOU ARE INSTRUCTED TO EMAIL PKTPropertiesllc@gmail.com within 30 days to note any and all damages and/or inoperable items, or the damages will be deemed to have occurred by you and will be charged to you or removed from your security deposit.

