

PM attorneys create “practical” guide to commercial real estate leasing

Phillips Murrah attorneys merged their expertise to curate a commercial real estate leasing legal guide for [Thomson Reuters’ Practical Law resource](#).

Thomson Reuters Practical Law provides guidance across many practice areas with hundreds of editors monitoring each subject to make day-to-day updates as legal viewpoints shift. Directors [Sally A. Hasenfratz](#) and [Joshua L. Edwards](#) and Attorneys [Jennifer Ivester Berry](#) and [Erica K. Halley](#) contributed to organizing the August 5, 2020 update for Real Estate Leasing for Oklahoma.

“I enjoyed spending time taking an earnest look at the various layers of my real estate and leasing practice to create a user-friendly roadmap on the basics in the Oklahoma market,” Halley said. “Q&As like this and similar materials made available by Thompson Reuters are great resources for out-of-state attorneys and, particularly, local attorneys who may be handling a matter outside of their usual field.”

Real Estate Leasing: Oklahoma

by Sally A. Hasenfratz, Joshua L. Edwards, Jennifer Ivester Berry, and Erica Halley, Phillips Murrah P.C., with Practical Law Real Estate

Status: Law stated as of 05 Aug 2020 | Jurisdiction: United States

This document is published by Practical Law and can be found at: us.practicallaw.tr.com/w-025-0026
Request a free trial and demonstration at: us.practicallaw.tr.com/about/freetrial

A Q&A guide to commercial real estate leasing law for landlords and tenants in Oklahoma. This Q&A addresses state laws and customs that impact commercial leasing, including the execution and enforceability of leases, disclosures, transfer taxes, rents and security deposits, permitted assignments, financings, remedies, and automatic terminations in foreclosure actions. Federal, local, or municipal law may impose additional or different requirements. Answers to questions can be compared across a number of jurisdictions (see Real Estate Leasing: State Q&A Tool).

Real estate and construction transactions are currently being impacted by emergency measures enacted in response to the 2019 novel coronavirus disease (COVID-19). For current updates on certain state and local laws impacted by COVID-19, including eviction and foreclosure moratoriums, business closures, electronic signatures, recordings and notarization laws, and general crisis management guidance in handling real estate and construction matters, see [Real Estate Global Coronavirus Toolkit](#).

Execution and Enforceability

1. Describe any formal requirements for the execution of a lease. In particular specify if:

- Witnesses are required.
- Acknowledgments are necessary.
- Counterpart signatures are enforceable.
- There are any homestead law requirements.
- There are any other important requirements in your state.

Witnesses

Witnesses are not required in the execution of a lease in Oklahoma.

Acknowledgments

Acknowledgements are not required in the execution of a lease in Oklahoma.

Counterpart Signatures

The parties may execute an Oklahoma lease using counterpart signatures.

Homestead Laws

Under normal circumstances, both spouses must sign a lease conveying an interest in the homestead (Okla. Stat. tit. 16, § 4). Stating the marital status of the spouses is not required in Oklahoma.

However, regarding vesting title in homestead property to a grantee, the grantor's or grantors' marital status must be stated and both spouses must subscribe the instrument (Okla. Stat. tit. 16, ch. 1, app., Standard 7.2).

Other Requirements

There are no additional important requirements in the execution of a lease in Oklahoma.

[Read more on Phillips Murrah's Real Estate Leasing guide for Oklahoma from Thomson Reuters here.](#)