



# RESIDENTIAL LEASE-RENTAL AGREEMENT

*This is a legally binding Agreement; if not understood, seek competent legal advice prior to signing.*

THIS FORM IS DESIGNED AND INTENDED FOR THE LEASE-RENTAL OF RESIDENTIAL REAL ESTATE LOCATED IN THE STATE OF DELAWARE (EXCEPTING THOSE RENTAL AGREEMENTS WHICH ARE EXCLUDED FROM APPLICATION OF THE DELAWARE LANDLORD-TENANT CODE).

**PARTIES:**

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Current Address: \_\_\_\_\_

Primary Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_

		Total Due	Received	Due Prior To Occupancy	
Rent for the period of		\$	\$	\$	
Security Deposit:		\$	\$	\$	
Tax (if applicable):		\$	\$	\$	
Animal/Pet Deposit:		\$	\$	\$	
Other:		\$	\$	\$	
<b>TOTAL:</b>		\$	\$	\$	

Tenant hereby offers to rent from the Landlord and Landlord agrees to rent to Tenant the property situated in the City/Town of \_\_\_\_\_ County of \_\_\_\_\_, State of Delaware, and more fully described as \_\_\_\_\_ (hereafter referred to as the "Property"),

with a mailing address of: \_\_\_\_\_

upon the following TERMS and CONDITIONS:

**1. TERM:** The term hereof shall commence on \_\_\_\_\_, and continue until 11:59PM on \_\_\_\_\_ (last day of term), for a total rent of \_\_\_\_\_, plus tax if applicable.

**2. RENT:** Rent shall be \_\_\_\_\_, per month, payable in advance, upon the \_\_\_\_\_ day of each calendar month to Landlord, or his authorized Agent, at the following address:

\_\_\_\_\_ or at such other place as may be designated by Landlord from time to time. In the event the rent is not paid within five (5) days after due date, Tenant agrees to pay a late charge of \$\_\_\_\_\_, plus interest at the maximum rate allowed by the law on the amount still delinquent after one month. Tenant further agrees to pay \$\_\_\_\_\_ for each dishonored bank check. The late charge period is not a grace period, and the Landlord is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy shall accrue interest at the maximum rate allowed by law. Properties located within certain cities, municipalities and communities may be subject to additional rental taxes. Tenant agrees to pay any applicable rental tax monthly in addition to the rental amount stated herein.

**3. RENTAL APPLICATION:** In the event Tenant has completed a rental application, Tenant represents that all information contained therein is true and correct to the best of the Tenant's knowledge, information and belief. Providing incorrect or inaccurate information on the application is considered to be a breach of this Agreement and shall be grounds for termination of this Agreement by the Landlord.

**4. TENANT RESPONSIBILITIES:** It is expressly understood that this Agreement is between the Landlord and each signatory jointly and severally. Each signatory shall be responsible for timely payment of all rent and performance of all other provisions of this Agreement.

**5. USE AND OCCUPANCY:** The Property shall be used exclusively as a residence for no more than \_\_\_\_\_ persons. Guests staying more than a total of \_\_\_\_\_ days in a calendar year without prior written consent of Landlord shall constitute a violation of this Agreement.

**6. UTILITIES:** Tenant shall be responsible for the payment of all utilities and services unless otherwise provided in this Agreement. Any utilities or services which cannot be transferred into Tenant's name are still the responsibility of the Tenant unless otherwise agreed to herein and Tenant agrees to reimburse Landlord/Agent within \_\_\_\_\_ days of receipt of notice thereof. Tenant agrees not to turn off the utilities at the end of the lease term but to have them transferred back into the Landlord's name unless otherwise instructed by Landlord.

**7. ANIMALS/PETS:** Unless otherwise provided by separate addendum, no pets/animals of any kind shall be brought on the Property without the expressed written consent of the Landlord.

**8. ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the Property. Tenant further agrees to abide by all rules and regulations of any community or condominium in which the Property is a part of, whether promulgated before or after the execution of this Agreement. Tenant shall be responsible for any fees, fines or penalties assessed against Landlord resulting from any actions of the Tenant or Tenant's guests or invitees in violation of this provision.

**9. BUILDING/COMMUNITY RULES:** In the event that the Property is a portion of a building or community containing more than one unit, Tenant agrees to abide by any and all building/community rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of trash, pets/animals, parking, grass cutting and use of common areas.

**10. NO SUBLETTING OR ASSIGNING OF RENTAL AGREEMENT:** Tenant shall not assign this Agreement. Tenant shall not, without prior written consent of the Landlord, sublet the Property or any portion thereof.

**11. SUBORDINATION:** Tenant agrees that this Agreement shall be subordinate to any mortgages which may now be in effect or hereafter be placed upon the real property of which the Property forms a part, and to any and all advances made or to be made thereunder. Tenant agrees to sign any and all papers required by a lender or title insurer to confirm this.

**12. MAINTENANCE, REPAIRS OR ALTERATIONS:** Tenant acknowledges that the Property is in good order and repair, unless otherwise indicated herein. Tenant shall at all times, maintain the Property in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the Property without the prior written consent of the Landlord. Tenant shall irrigate and maintain any surrounding grounds, including lawns, and shrubbery, and keep the same clear of trash or weeds, if such grounds are a part of the Property and are exclusively for the use of the Tenant unless otherwise agreed herein. Tenant shall not commit any waste upon the said Property, or any nuisance or act which may disturb the quiet enjoyment of any Tenant in the building, or any surrounding neighbors. Tenant shall not have a waterbed on the Property without the prior written consent of the Landlord.

Any defective condition of the Property which comes to the Tenants' attention, and which the Tenant has reason to believe is the duty of the Landlord or of another Tenant to repair, shall be reported in writing by the Tenant to the Landlord as soon as is practicable. The Tenants shall be responsible for any liability or injury resulting to the Landlord as a result of the Tenants' failure to timely report such condition, unless Landlord has actual notice of the defective condition. Tenant agrees, at their own expense, to replace any/all HVAC filters and smoke detector batteries no less than every six (6) months.

**13. INVENTORY:** The rental shall include the following appliances, furnishings and appointments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. DAMAGES TO PREMISES:** If the Property is so damaged by fire or from any other cause as to render it untenable, then either party shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party, to be given within (15) fifteen days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant or Tenant's guests or invitees, then Landlord only shall have the right to termination, and shall have full recourse against Tenant or Tenant's guests or invitees for such fault or negligence.

Should any termination right be exercised by either the Landlord or Tenant, then except for an event of Tenant or Tenant's guests or invitees, fault or negligence, rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated and Tenant continues in possession, then Landlord shall promptly repair the Property and there shall be a proportionate reduction of the rent until Property is repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the Property.

**15. ENTRY AND INSPECTION:** Landlord or Landlord's Agent shall have the right to enter the Property: (a) in case of emergency; (b) to inspect the Property, make necessary or agreed repairs, decorations, alterations, improvements, and supply necessary or agreed services, exhibit the Property to prospective buyers, mortgagees, tenants, workmen, or contractors; or (c) when Tenant has abandoned or surrendered the Property. Except under (a) and (c), entry may be made only during normal business hours, and with at least forty-eight (48) hours prior notice to Tenant given in accordance with the Landlord Tenant Code, unless otherwise agreed to by addendum to this Agreement.

**16. INDEMNIFICATION:** Landlord or Landlord's Agent shall not be liable for any damage or injury to Tenant, or any other person, or to any personal property, occurring on the Property or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Landlord, his agents, or his employees. Tenant agrees to hold Landlord and Agent harmless from any claims for damages, no matter how caused, except for injury or damages caused by willful act or negligence of Landlord, his Agents, or employees. Landlord's insurance does not cover Tenant's personal property. Tenant is encouraged to obtain Tenant's insurance for their contents and personal liability.

**17. POSSESSION:** If the Landlord fails to put the Tenant into full possession of the Property at the beginning of the agreed term, the rent shall abate during any period the Tenant is unable to enter and:

(a) Upon notice to the Landlord, the Tenant may terminate the rental agreement at any time the Tenant is unable to enter into possession; and the Landlord shall return all monies paid to the Landlord for the rental unit, including any pre-paid rent, pet deposit and security deposit; and

(b) If such inability to enter is caused wrongfully by the Landlord or by anyone with the Landlord's consent or license due to substantial failure to conform to existing building and housing codes, the Tenant may recover reasonable expenditures necessary to secure equivalent substitute housing for up to one (1) month. In no event shall such expenditures under this subsection exceed the agreed upon rent for one (1) month. Such expenditures may be recovered by appropriate action or proceeding or by deduction from the rent upon the submission of receipts for same.

If such inability to enter results from the wrongful occupancy of a holdover Tenant and the Landlord has not brought an action for summary possession against such holdover Tenant, the entering Tenant may maintain an action for summary possession against the holdover Tenant.

**18. DEFAULT:** Should the Tenant fail to pay rent when due, or otherwise violate any of the provisions of this Agreement, and should such failure to pay rent or other violation continue after proper notice of such default is given in the manner required by law, (5 days notice for unpaid rent and 7 days notice for all other violations), then the Landlord may elect to (a) continue the Agreement in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of the Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the Agreement, including the cost of recovering the Property, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonable avoided.

If Tenant abandons or vacates the Property while in default of the payment of rent, Landlord may consider any personal property left on the Property to be abandoned and may dispose of the same in any manner allowed by law. All personal property on the Property is hereby subject to a lien in favor of Landlord securing the payment of all sums due hereunder, to the maximum extent allowed by law.

**19. SECURITY:** The security deposit set forth shall secure the performance of the Tenant's obligations as defined below:

(a) Reimburse the Landlord for the actual damages caused to the Property by the Tenant which exceed normal wear and tear or which cannot be corrected by painting and ordinary cleaning; and/or,

(b) Pay the Landlord for all rental arrearage due under this Agreement, including Service Fees and rental due for premature termination or abandonment of this Agreement by the Tenant; and/or,

(c) Reimburse the Landlord or their agent for all reasonable expenses incurred in renovating and re-renting the Property caused by the premature termination of this Agreement by the Tenants, which included termination pursuant to 25 Del. C. 5314.

In the event an animal/pet Deposit has been paid by Tenant, any damage to the Property caused by an animal/pet shall first be deducted from the animal/pet deposit. Where the pet deposit is insufficient, such damages may be deducted from the security deposit.

Pursuant to the Landlord Tenant Code, the Landlord may, but shall not be obliged to, apply all portions of the said deposit on the account of Tenant's obligations hereunder. Any balance remaining upon termination, shall be returned to the Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. All Deposits will be held in escrow by the Landlord or their authorized Agent unless otherwise notified. Any interest accruing on any funds held by Landlord/Agent shall accrue to the Landlord/Agent. Deposits shall be held in an account with \_\_\_\_\_ (a federally-insured banking institution with an office that accepts deposits in Delaware).

**20. DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within twenty (20) days from date possession is delivered to Landlord, or his authorized Agent, together with an itemized written statement showing any charges made against such deposits.

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**21. FAIR HOUSING:** All Parties agree to comply with all Fair Housing and Civil Rights laws in the rental of the Property and further agree specifically not to discriminate against any person because of race, color, national origin, religion, creed, sex, marital status, sexual orientation, age, occupation, handicap, disability, or a child or children in the family. Landlord and Agents shall comply with all provisions of the Delaware Fair Housing Act and with the Fair Housing provisions of Section 5116 of the Delaware Residential Landlord-Tenant Code.

**22. TERMINATION:** Either Landlord or Tenant may terminate this Agreement upon the expiration date by giving a minimum of sixty (60) days written notice prior to the last day of the term hereof, whereby this Agreement shall terminate upon its expiration date. Tenant may terminate this Agreement upon thirty (30) days written notice, which thirty-day period shall begin on the first day of the month following the day of actual notice, provided the Tenant can satisfy one of the requirements of the exceptions as set forth in 25 Del C §5314. In such event the Tenant shall provide Landlord with sufficient documentation to verify the Tenant's right to early termination. In the event a military service member qualifies under §535 of the Service members Civil Relief Act (50 USC App §§501 *et seq*), no early termination fee will be charged.

**23. HOLDOVER TENANCY:** In the event the term of this Agreement is for one (1) year or longer and the Landlord does not give the Tenant at least sixty (60) days written notice prior to the expiration of the term, and the Tenant does not give at least 60 days written notice to the Landlord prior to the expiration of the term, of either's intention to terminate this Agreement upon the end of the term, then the term shall become month to month and all other provisions shall continue in full force and effect until either party shall terminate the same by giving the other party sixty (60) days notice in accordance with the Delaware Landlord Tenant Code. Said sixty (60) days shall begin on the first day of the month following the date of such notice.

Should the Landlord intend to renew this Agreement subject to amended or modified provisions, the Landlord shall give the Tenant a minimum of sixty (60) days written notice prior to the expiration of the term hereof. After receipt of such notice from the Landlord, should the Tenant fail to give notice to the Landlord at least 45 days prior to the last day of the term hereof of their intention to terminate the existing Agreement, the provisions of the amended or modified Agreement shall be deemed to have been accepted and agreed to by the Tenants and the terms of the Agreement, as amended, shall take full force and effect.

Should the Tenant continue in possession of the Property after the expiration of this Agreement without the Landlord's consent and after receiving proper notice from the Landlord, Tenant shall pay to the Landlord a sum of double the monthly rental under this Agreement, computed and pro-rated on a daily basis, for each day the Tenant remains in possession for any period. In addition, the holdover Tenant without Landlord approval shall be responsible for any further losses incurred by the Landlord as determined by a proceeding before any Court of competent jurisdiction.

**24. WAIVER:** No failure of Landlord to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Landlord or Landlord's agent shall not constitute a waiver of the Landlord's right to enforce any term hereof.

**25. NOTICES:** Any notice which either party may give, or is required to give, shall be given in accordance with the Delaware Landlord Tenant Code.

**26. TIME:** Time is of the essence of this Agreement.

**27. LANDLORD TENANT CODE:** THIS AGREEMENT SHALL BE GOVERNED BY THE DELAWARE LANDLORD TENANT CODE. The Tenant acknowledges receipt of a copy of the Landlord Tenant Code Summary. If the Property is in New Castle County outside a City, Tenant also acknowledges receipt of the New Castle County Tenants' Rights and Responsibilities Guide.

**28. NOTICE OF EXTENDED ABSENCE:** Tenant shall notify the Landlord in writing prior to the first day of any anticipated absence from the Property of the Tenant for more than seven (7) days. Failure to give said notice may be treated as abandonment of the Property and may be grounds for the termination of this Agreement. Tenant agrees to keep utilities on and adequate heat and A/C (if applicable) in the unit during any extended absence from the Property.

**29. ADDITIONAL TERMS AND CONDITIONS:**

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