

RENTAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, A.D._____, by and between _____ ("Landlord") and _____ ("Tenant").

For and in consideration of the premises and the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. The following terms, conditions and definitions shall apply to this Agreement:

RENTAL UNIT: _____
TERM OF RENTAL AGREEMENT: _____
FIRST DAY OF TERM: _____
LAST DAY OF TERM: _____
RENT: _____
MAXIMUM NUMBER OF OCCUPANTS: _____
SECURITY DEPOSIT: _____

2. DESCRIPTION AND USE OF RENTAL UNIT.

Landlord has let the Rental Unit set forth in this Agreement in its present condition and is under no duty to make any repairs or alterations except as provided in this Agreement or required by law. Tenant shall use this Rental Unit only as a residence and for no other purpose. Tenant agrees that the number of occupants of the Rental Unit is limited to the number set forth in the Agreement.

Landlord agrees to make major repairs, such as structural repairs and repairs to major systems.

3. TERM OF RENTAL AGREEMENT.

(a) The term of this Agreement shall commence with the first day of the term as provided above and shall continue until the last day of the term herein unless terminated by either party in accordance with the Delaware Landlord-Tenant Code, 25 Del.C. §5106(c), by either party providing the other with a minimum of sixty (60) days' notice prior to the expiration of the term.

(b) If the landlord shall have given notice sixty (60) days prior to the expiration of any term hereby created of its intention to change the terms and conditions of this Agreement, and the Tenant shall not within forty-five (45) days from such notice notify the Landlord of Tenant's intention to terminate this Agreement, Tenant shall be considered as Tenant under the terms and condition mentioned in such notice for a further term as provided, or for such further term as may be stated in such notice.

4. RENTAL PAYMENT AND LATE SERVICE FEE.

Tenant shall pay the rent for the entire term of this Agreement in equal monthly installments on the first day of each month¹ as set forth in this Agreement, in advance, without demand at the office of the Landlord or at such other place as the Landlord may hereafter designate. The first month's rent shall be apportioned so as to fall on the first day of each month, and henceforth the rent shall be due on that date.

In addition to said rent, Tenant shall pay a Service Fee as follows:

(a) If the rent is paid after the fifth day of the month, a fee of _____ Dollars (\$_____) shall be due. This fee must be paid with the rent.

(b) A Service Fee of _____ Dollars (\$_____) is imposed any time the Tenant's bank refuses to honor a check drawn by the Tenant.

5. CHARGES PAYABLE BY TENANT AS ADDITIONAL RENT; UTILITIES.

(a) As additional rent, Tenant agrees to pay promptly, upon presentation of bills therefor by Landlord, charges for gas, power and electricity.

(b) Tenant shall also be responsible for any charges for cable television, telephone or other utility charges, as well as insurance for Tenant's contents contained in the Premises.

(c) Landlord shall pay charges for real estate taxes and basic hazard insurance.

6. USE OF PREMISES.

(a) Tenant agrees that during the term of this Lease the Premises will be used and occupied as a single-family residence and not for any other purposes. Except as permitted by the written consent of Landlord, no persons other than Tenant shall be permitted to occupy the Premises.

(b) Tenant shall abide by the terms and conditions of the Landlord's Rules and Regulations concerning use, occupation and maintenance of the Premises, appurtenances thereto, and the building of which the Premises is a part, a copy of which is

¹ **PLEASE NOTE:** Payment of rent is due on or before the FIRST DAY of each month. This means that unless payment is made in person, ample time must be provided for delivery by mail or other means to the given address on or before the first day of the month.

attached as Exhibit "A".

(c) No nuisance will be permitted on or about the Premises; nothing shall be done upon or about the Premises which shall be unlawful, improper, noisy or offensive, or contrary to any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction or which may be injurious to or adversely affect the quality, operation or tone of the Premises; the Premises will not be overloaded, damaged or defaced; Tenant will not drill or make any holes in the stone or brick work; Tenant will not permit the emission of any objectionable noise or odor from the Premises; and all waste and refuse will be containerized and removed from the premises in accordance with rules and regulations therefor as shall be prescribed by Landlord from time to time. Tenant will not do, or suffer to be done, or keep, or suffer to be kept, or omit to do anything in, upon or about the Premises which may prevent the obtaining of any insurance on the Premises or on any property therein including, but without limitation, fire, extended coverage and public liability insurance, or which may make void or voidable any such insurance, or which may create any extra premiums for or increase the rate of, any such insurance. If anything shall be done or kept or omitted to be done in, upon or about the Premises which shall create any extra premiums for, or increase the rate of, any such insurance, Tenant will pay the increased cost of the same to Landlord upon demand.

7. SECURITY DEPOSIT.

Tenant is obligated to pay in advance a security deposit in the amount set forth in this Agreement, which shall be applied by Landlord in accordance with the law. The security deposit shall be placed by Landlord in an escrow bank account with a federally insured banking institution. Landlord hereby notifies Tenant that the name and location of the security deposit is Delaware National Bank, Kennett Pike, Greenville, Delaware 19807. In the event this Agreement is assigned by the Landlord, the Landlord shall have the right to transfer the security deposit to the assignee and will notify, in writing, the Tenant of the assignment.

8. NO SUBLETTING OR ASSIGNING OF RENTAL AGREEMENT.

Tenant shall not, without the prior written consent of the Landlord, sublet, assign, mortgage or pledge this Agreement or the Rental Unit.

9. NOTICE OF EXTENDED ABSENCE.

Tenant shall, no later than the first day of such absence, notify the Landlord in writing of any anticipated absence from the Rental Unit for more than seven (7) days.

10. NO LIABILITY FOR LOSS OR DAMAGE TO TENANT'S PERSON OR PROPERTY; INDEMNITY TO LANDLORD.

Tenant agrees to be solely responsible for all loss or damage to Tenant's person or property or to any other person which may be situated in the Rental Unit during the term of this Agreement or any renewal or extension thereof, including any loss by water, fire, or theft in and about the Rental Unit and storage area; gross negligence of Landlord, its servants, agents or employees excepted; and Tenant agrees to procure adequate content and liability insurance to afford protection to himself against the risks herein assumed. In addition, Tenant agrees to indemnify and save Landlord harmless from any and all loss occasioned by Tenant breach of any of the covenants, terms and conditions of this Agreement, or caused by his family, guests, visitors, agents or employees.

11. SUBORDINATION.

This Agreement shall be subject to and subordinate to any lien of any mortgages and other encumbrances now existing or hereafter created on or against the Rental Unit, without the necessity of any further instrument or act on the part of Tenant, but Tenant agrees upon demand of Landlord to execute, acknowledge, and deliver such instruments as shall be desired by any mortgagee or proposed mortgagee or by any such person holding or about to acquire a ground rent or other encumbrances, to confirm the subordination herein set forth.

12. NO WAIVER BY LANDLORD.

Neither the failure of the Landlord to insist upon the strict and prompt performance of all the terms and conditions of this Agreement or any of them, nor the acceptance by the Landlord of such performance thereafter shall be considered or construed as a waiver or relinquishment of Landlord's rights and Landlord may enforce the same in strict accordance with the Agreement in the event of any continuing or subsequent default on the part of the Tenant.

13. SURRENDER OF THE RENTAL UNIT.

On the last day or sooner termination of this Agreement, Tenant shall surrender the Rental Unit to Landlord in good condition and repair (reasonable wear and tear and damage, acts of God or fire excepted). If the Tenant, upon removing himself and the other occupants from the Rental Unit at the termination of this Agreement, fails to remove all the Tenant's property from the Rental Unit or storage areas which may have been gratuitously provided by Landlord, Landlord shall have the right to remove and store the same at Tenant's expense for a maximum of thirty (30) days. At the end of said thirty (30) day period, if Tenant has

failed to claim said property and to reimburse the Landlord for the expense of removal and storage, the said property and possessions shall be deemed abandoned and may be disposed of by the Landlord without further notice or obligation to the Tenant. In addition, Tenant agrees to pay to Landlord a sum equal to twice the monthly rent under the previous Rental Agreement, computed and prorated on a daily basis, for each day he or his property remains in the Rental Unit, or storage areas.

14. CONDEMNATION.

(a) In the event that the Rental Unit, or any part thereof is taken or condemned for a public or quasi-public use, this Agreement shall, as to the part so taken, terminate as of the date title to or possession of the Rental Unit shall vest in the condemnor, whichever date Landlord may elect, and rent shall abate in proportion to the square feet of leased space so taken or condemned, or shall cease if the entire Rental Unit is so taken. In the event of any total or partial taking Tenant waives all claims as against the Landlord, and as against the condemning authority, and Tenant agrees not to make any claim for the value of the leasehold interest by reason of such complete or partial taking. It is further agreed that Tenant shall not be entitled to any notice whatsoever from Landlord for the partial or complete termination of this Agreement by reason of such taken or condemnation.

(b) If the Rental Unit herein demised, or any part thereof or the building of which the Rental Unit is a part or any part thereof, are condemned or declared unsafe by any constituted authority having the power to make such condemnation or such declaration or are the subject of a violation notice or a notice requiring repairs or construction by any such authority, Landlord, at Landlord's sole election, may cancel and terminate the Agreement, and in the event Landlord elects to so cancel and terminate this Agreement, Tenant, upon notice from Landlord, shall immediately surrender the Rental Unit to Landlord and this Agreement shall terminate and the rent reserved shall be apportioned as of the date of such terminating. In such event, Tenant waives all claims as against Landlord and as against the authority or party making said condemnation or declaring the Rental Unit or any part thereof, or the building of which the Rental Unit is a part or any part thereof, unsafe, or giving the violation or other notice as aforesaid, and it is agreed that Tenant shall make no claim by reason of the required surrender of the Rental Unit.

15. DEFAULT BY TENANT.

If the Tenant shall default at any time in the payment of rent as herein stipulated or shall breach any one or more of the other covenants of this Agreement, the Landlord may, at its option, demand payment thereof and notify the Tenant, in writing, that unless payment is made within five (5) days after notice is given

or sent, the Agreement will be terminated. If the Tenant remains in default, the Landlord may thereafter bring an action for summary possession or any other proper proceeding, action or suit.

16. RENOVATION AFTER BREACH OF RENTAL AGREEMENT.

It is further covenanted and agreed that in the event the Landlord shall be required to renovate the Rental Unit as a condition of re-letting the same, after a breach of this Agreement by the Tenant, the Tenant shall be liable to the Landlord for the full cost of such renovations. The Tenant is liable to the Landlord for the rent due for the balance of the term herein created.

17. RIGHT OF LANDLORD TO ENTER PREMISES.

The Tenant agrees to permit the Landlord, or its agent and/or employees or any other persons authorized by the Landlord to have free access to the Rental Unit at reasonable hours, either in the day or night for the purpose of examining the Rental Unit and/or making such repairs as the Landlord may determine. Such access to be between 8:00 a.m. and 9:00 p.m. Landlord shall give the Tenant at least 48 hours notice of Landlord's intent to enter. In the case of emergency, the Landlord may enter at any time.

As to prospective tenants or purchasers, the Tenant expressly waives the 48-hour notice requirement stated above pursuant to the Addendum to this Rental Agreement attached hereto as Exhibit "B".

18. CLEANLINESS.

The Tenant will maintain his or her Rental Unit in a clean and sanitary condition at all times and will deliver the Rental Unit to Landlord at the expiration of the term of this Agreement in a clean and sanitary condition.

19. DELAWARE CONTRACT.

This Agreement shall be construed in accordance with the laws of the State of Delaware.

20. TERMS AND CONDITIONS.

This Agreement contains all of the terms and conditions agreed to by the parties hereto and shall not be amended or modified in any way except by means of a written instrument.

21. NOTICES.

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed by registered or certified mail, return receipt requested, postage

prepaid, addressed as follows:

(a) if to the Tenant:

Tenant's Address

(b) if to the Landlord:

Landlord's Address

(c) or at such other address as the Tenant or the Landlord, respectively, may designate in writing.

Notice shall be deemed to have been duly given upon the date of mailing thereof.

22. PARTIES BOUND.

This Agreement shall bind, and shall inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns. In the event "Landlord" or "Tenant" shall consist of more than one person or entity, the obligations and rights of Landlord and Tenant shall be the joint and several obligations and rights of all persons or entities identified as "Landlord" or "Tenant".

23. RECORDING.

It is understood and agreed by the Landlord and Tenant that this Agreement or any provision contained herein shall not be recorded. The recording of this Agreement or any provision contained herein shall constitute a material default.

24. MISCELLANEOUS.

Any headings or captions preceding the text of the paragraphs herein are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

25. SUMMARY OF LANDLORD-TENANT CODE.

Tenant hereby acknowledges receipt of a Summary of the Delaware Landlord and Tenant Code.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement the day and year first above written.

LANDLORD:

Witness

Witness

TENANT(S) :

Witness

Witness

EXHIBIT B

WAIVER OF 48-HOUR NOTICE OF ENTRY

The Tenants hereunder waive the right to receive 48-hour notice from Landlord of Landlord's intent to enter the Rental Unit for purposes of inspection by prospective tenants or purchasers.

TENANT(S) :

Witness

Date

Witness

Date

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