

LANDLORD:

RENTAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 202x by and between Tony Carlton ("Landlord"), and __ ("Tenant"), an individual, and __, an individual ("Tenants"). 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 THE RENTAL AGREEMENT: _____

FIRST DAY OF TERM: _____

LAST DAY OF TERM: _____

RENT: \$ PER MONTH

TOTAL RENT FOR ENTIRE TERM: _____ PLUS ANY ADDITIONAL RENT AS SET FORTH BELOW.

MAXIMUM NUMBER OF OCCUPANTS: _____ SEE ATTACHED LISTING ON APPLICATION WHICH IS INCORPORATED HEREIN AS IF FULLY SET FORTH

SECURITY DEPOSIT: \$ _____

Tenants to occupy the premises on or after: _____

Landlord acknowledges receipt of a security deposit of \$ _____

Security deposit shall be held at _____

Any reference in this rental agreement to §5101 or other sections of the Code is to the Residential Landlord Tenant Code, 25 Del. C. §5101 et seq. as amended.

TENANT INITIALS _____

2. DESCRIPTION AND USE OF RENTAL UNIT.

Landlord has rented 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 as required by law. Tenants shall use this Rental Unit only as a residence and for no other purpose.

Tenants agree that the number of occupants of the Rental Unit is limited to the number set forth in this Agreement and in the application. No pets shall be permitted, without the prior express written consent of the Landlord.

3. RENTAL APPLICATION.

Tenant has delivered a rental application to the landlord. Tenant represents that all information contained therein is true and correct to the best of the tenant's knowledge, information and belief. The rental application and any information contained therein is incorporated into this agreement as if fully set forth herein. 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 rental agreement.

4. MAINTENANCE AND REPAIRS TO RENTAL UNIT.

- (a) Landlord agrees it is responsible for making repairs as set forth in the Residential Landlord Tenant Code §5305, and it does not assume any additional responsibility for making repairs unless specifically set forth herein.
- (b) Tenants shall:
 - (1) Keep that part of the Rental Unit which the Tenants occupy and use as clean and safe as the conditions of the Rental Permit;
 - (2) Dispose from the Rental Unit all ashes, rubbish, garbage and other organic or flammable waste, in a clean and safe manner;
 - (3) Keep all plumbing fixtures used by the Tenants as clean and safe as their condition permits;
 - (4) Use in a reasonable manner all electrical plumbing, sanitary, heating, ventilating, and other facilities and appliances in the premises;
 - (5) Not willfully or wantonly destroy, deface, damage, repair or remove any part of the structure or Rental Unit or the facilities, equipment or appurtenances thereto, not permit any person on the premises with the Tenants' permission to do any such thing. See §5503
- (c) Any defective condition of the premises 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. See §5505.

5. TERM OF RENTAL AGREEMENT.
TERMINATION

(a) GENERAL RULE: TERMINATION AT END OF TERM

This Agreement shall be for _____, commencing with the first day of the term and shall continue unless terminated by either party in accordance with the Delaware Residential Landlord-Tenant Code, 25 Del. C. 5106(c), by either party providing the other with a minimum of sixty (60) days' written notice prior to the expiration of the term. In the absence of such written notice from landlord or tenant, this Rental Agreement shall continue upon the terms and conditions herein contained on a month to month basis, and so on from year to year unless or until terminated by either Landlord or Tenants by written notice as set forth above.

(b) PREMATURE TERMINATION: Tenants must give the sixty (60) day notice set forth

above, unless the tenant can satisfy one of the requirements of the exceptions as set forth in §5314 then the tenant may terminate the Rental 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. Tenant shall provide landlord with sufficient documentation to verify the tenant's right to early termination as is required by §5141 of the Code.

- (c) **RENEWALS OF AGREEMENT WITH AMENDMENTS OR MODIFICATIONS:** if the Landlord intends to renew this rental agreement subject to amendments of modified provisions then the landlord shall give the tenant a minimum of sixty (60) days written notice prior to the expiration of the term of this agreement, that the agreement shall be renewed subject to amended provisions or modified provisions, including but not limited to amended provisions relating to the length of the term or the amount of the security deposit or the amount of the rent. The notice shall specify the modified or amended provisions, the amount of any rent or security deposit, and the date on which any modifications or amendments shall take effect. See §5107-§5108
- (d) After the receipt of such notice the Tenant must notify the landlord, a minimum of Forty five (45) days prior to the last day of the term, that tenant will not accept the modifications or amendments and is terminating the rental agreement. If the tenant fails to timely give such notice the tenant will be deemed to have accepted all of the terms of the rental agreement as amended, for a further term as provided, or for such further term as may be stated in such notice. If the Tenants reject the modified terms or provisions set forth in a notice of renewal, given under this paragraph, then the rejected notice of renewal shall be considered an effective termination notice. See §5107 and §5108.

6. RENTAL PAYMENT, LATE CHARGES, SERVICE FEES AND ADDITIONAL RENT.

- (a) **RENTAL PAYMENT DUE:** Except as otherwise provided in Paragraph 1, Tenants shall pay the rent for the entire term of this Agreement in equal monthly installments on the first day of each month as set forth in this Agreement, in advance, without demand or set off at the office of the Landlord or at such other place as the Landlord may hereafter designate. The first month's rent shall be appointed so as to fall on the first day of each month, and henceforth the rent shall be due on that date. See §5501(a)(b)(c)
- (b) **LATE CHARGES:** If the rent is paid after the fifth day of the month, a LATE CHARGE of five (5)% of the monthly rental amount shall be due. This late charge must be paid with the rent and shall be considered as additional rent for the purposes of this Rental Agreement. See § 5501(d)
- (c) **SERVICE FEES:** In addition to said rent, Tenants shall pay the following Service Fees:
 - (1) A Service Fee of (\$_____) will be imposed any time the Tenant's bank, for any reason, refuses to honor a check drawn by the Tenants. This fee must be paid with the rent and shall be considered as additional rent for the purposes of this Rental Agreement. After the second return of a check, all future payments must be by certified check or money order.
 - (2) An optional service fee for any purpose allowed by §5311.

7. UTILITIES/TAXES.

- (a) The following utilities and appliances will be furnished to the tenant by the landlord:

All costs of operation of such services are the direct responsibility of the Tenants.

8. SECURITY DEPOSIT.

- (a) Tenants have paid in advance a security deposit in the amount set forth on the initial page of the Agreement, which shall be held and applied by Landlord in accordance with the law. In the event this Agreement is assigned by the Landlord, the Landlord shall have the right to transfer the security deposit to the assignee, which assignee shall deposit and use the security deposit in accordance with this paragraph, and Landlord will notify, in writing, the Tenants of the assignment. See §5514
- (b) The security deposit will be placed by the Landlord in an escrow bank account consistent with the Residential Landlord Tenant Code, See §5514.
- (c) The security deposit may be used by the Landlord to:
 - (1) Reimburse the Landlord for the actual damages caused to the premises by the Tenants which exceed normal wear and tear or which cannot be corrected by painting and ordinary cleaning; See § 5514(c)(1) and/or
 - (2) Pay the Landlord for all rental arrearage due under the Rental Agreement, including Service Fees and rental due for premature termination or abandonment of the Rental Agreement by the Tenant; See § 5514(c)(2) and/or
 - (3) Reimburse the Landlord for all reasonable expenses incurred in renovating and re-renting the premises caused by the premature termination of the Rental Agreement by the Tenants, which included termination pursuant to 25 Del. C. §5314. See §5514(c)(3)

9. USE OF PREMISES.

(a) Tenants agree 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 those defined as Tenants pursuant to this agreement shall be permitted to occupy the Premises. See §5512

10. NO SUBLETTING OR ASSIGNING OF RENTAL AGREEMENT.

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

See §5508

11. NOTICE OF EXTENDED ABSENCE.

Tenants shall notify the Landlord in writing no later than the first day of such absence of any anticipated absence from the Rental Unit of the Tenants for more than seven (7) days. Failure to give said notice may be treated as abandonment of the rental property pursuant to §5507, and may be grounds for the termination of this agreement. See §5507

12. NO LIABILITY FOR LOSS OR DAMAGE TO TENANTS' PERSONS OR PROPERTY; INDEMNITY TO LANDLORD.

(a) Tenants agree to be solely responsible for all loss or damage to Tenants or their 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; In addition, Tenants agree to indemnify and save Landlord harmless from any and all loss occasioned by the Tenants' breach of any of the covenants, terms and conditions of the Agreement, or caused by tenant(s) family, guests, visitors, agents or employees. See §5309

(b) Tenant agrees to procure and to maintain adequate content and liability insurance in an amount not less than \$10,000.00 to afford protection against the risks herein assumed. Tenant also agrees to provide landlord with written evidence of the existence and validity of this insurance at the time of the execution of this agreement and at any renewal of this agreement.

13. 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 Tenants, but Tenants agree upon demand of Landlord to execute, acknowledge, and deliver such instruments as shall be desired by any mortgage 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.

14. 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 the 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 Tenants.

15. SURRENDER OF THE RENTAL UNIT.

Upon expiration or early termination of this Agreement, Tenants shall surrender the Rental Unit to Landlord in good condition and repair. Tenant shall secure the rental unit and return all keys to landlord at the time of expiration or early termination of the agreement. Tenant shall also provide the landlord with a forwarding address in writing. If the Tenants upon vacating the unit fail to remove all personal property from the Rental Unit then landlord shall have the right to remove and store the same at the Tenants' expense. At the end of seven (7) days if Tenants have failed to claim the personal property and to reimburse the Landlord for the expense of removal and storage, then the personal property may be disposed of by the Landlord without further notice or obligation to the Tenants. See §5514(b) and §5715

16. FIRE AND CASUALTY DAMAGE, CONDEMNATION OR CHANGE OF OWNERSHIP OF THE PREMISES.

(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, Tenants waive all claims as against the Landlord, and as against the condemning authority, and Tenants agree 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 Tenants shall not be entitled to any notice whatsoever from Landlord for the partial or complete termination of this Agreement by reason of such taking 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, Tenants, 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, Tenants waive all claims 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 of the required surrender of the Rental Unit, other than those claims allowed by the Residential Landlord Tenant Code, as amended.

(c) In the event of the sale or the assignment of all of landlord's right, title and interest in this rental agreement or in the premises covered by the rental agreement, then the tenant agrees that all obligations herein undertaken by landlord, including but not limited to the obligation to return any security deposit paid by the tenant, shall be transferred to the purchaser of assignee and in such event all of landlord's obligations shall terminate and tenant shall look solely to such purchaser of assignee for the performance of such obligations or for the enforcement thereof. Each subsequent purchaser or assignee shall in turn have like privileges of sale and assignment.

(d) If the rental unit is damaged or destroyed by fire or casualty to an extent that enjoyment of the rental unit is substantially impaired, and such fire or other casualty occurs without fault on the part of the tenant, or a member of the tenant's family, or another person on the premises with the tenant's consent, the tenant may act in the ways provided for in §5309.

17. LIABILITY FOR PREMATURE TERMINATION OF RENTAL AGREEMENT BY TENANT.

(a) If the tenant prematurely terminates this agreement, tenant shall be responsible for the lesser of the following:

- (1) The entire rent due for the remainder of the term and expenses for actual damages caused by the tenant (other than normal wear and tear) which are incurred in preparing the rental unit for a new tenant; or
- (2) All rent accrued during the period reasonably necessary to re-rent the premises at a fair rental; plus the difference between such fair rental and the rent agreed to in the prior rental agreement; plus expenses incurred to re-rent; repair damage caused by the tenant, (beyond normal wear and tear); plus a reasonable commission, if incurred by the landlord for the re-renting of the premises. In any event the landlord has a duty to mitigate damages. See §5507(d)

(b) If the tenant prematurely terminates pursuant to §5314 then the maximum reimbursement the landlord is entitled to for the premature termination is one (1) months rent plus any actual damages to the unit plus any unpaid rent or fees due.

18. RIGHT OF LANDLORD TO ENTER PREMISES.

(a) The Tenants may not unreasonably withhold consent for the Landlord to enter into the Rental Unit in order to inspect the premises, make necessary repairs, decorations, alterations, or improvements, supply services as agreed to or exhibit the Rental Unit to prospective purchasers, mortgages or tenants so long as the Landlord provides the Tenants with at least forty-eight hours

notice of the Landlord's intent to enter, except for repairs requested by the Tenants, and shall enter only between 8:00 a.m. and 9:00 p.m. In the case of an emergency, the Landlord may enter the Rental Unit at any time. See §5509(a)

19. CLEANLINESS.

The Tenants will maintain the Rental Unit in a clean and sanitary condition at all times and otherwise act consistent with the Rules and Regulations and will deliver the Rental Unit to Landlord at the expiration of the term of this Agreement in a clean and sanitary condition.

20. NOTICES.

Any notice to be given by the Landlord shall be in writing and may be served personally by leaving a copy thereof at the Premises or usual place of abode with an adult person residing therein. In lieu of personal service or service by copy of such, notice may be sent by registered or certified mail with return receipt requested, by first-class mail as evidenced by a certificate of mailing postage-prepaid, addressed to the Tenants at the Premises, or by posting the same upon the Premises, when combined with an approved mailing method. Any notice to be given by the Tenants shall be in writing and shall be served upon the Landlord by leaving a copy thereof at the Landlord's address as set forth below or with an adult person residing therein, or with an agent or other person in the employ of the Landlord whose responsibility it is to accept such notice. In lieu of personal service or service by copy of the notice, a copy of such notice may be sent by registered or certified mail with return receipt requested, by first-class mail as evidenced by a certificate of mailing postage-prepaid, addressed to the Landlord at the address set forth on the first page. See §5113 and §5114

21. DEFAULT BY TENANTS.

(a) Failure to pay agreed upon Rent.

(1) The Landlord, or the Landlord's agent, may at any time after rent is due, including the time period between the date the rent is due and the date when late fees may be imposed, demand payment of such rent and additional rent, and notify the Tenants in writing that, unless payment is made within five (5) days after the date notice was given or sent, this Rental Agreement shall be terminated. If the Tenants remain in default, the Landlord may thereafter bring an action for summary possession of the Premises or any other proper proceeding, action or suit for possession. See §5502(a)

(2) The Landlord may bring an action for rent and additional rent alone at any time after the Landlord has demanded payment of past-due rent, and has notified the Tenants of the Landlord's intention to bring such action. This action may include late charges, which have accrued as additional rent. See §5502(b)

(3) If the Tenant pays all rent due before the Landlord has initiated an action against the Tenants for non-payment of rent, and the Landlord accepts such payment subject to a written reservation of rights, then Landlord may then still initiate an action for summary possession or for failure to pay rent. See §5502(c)

(4) If the Tenant pays all rent and additional rent due after the Landlord has initiated an action for nonpayment or late payment of rent against the Tenants, and the Landlord accepts such payment subject to a written reservation of rights, then the Landlord may continue to maintain that action for past due rent. See §5502(d)

(b) Rules and Covenants.

(1) By signing this rental agreement, the tenant agrees that the rules and regulations

signed by the tenant in conjunction with the signing of this agreement are incorporated into this agreement by reference and are a part hereof.

(2) If the Tenants breach any rule or covenant which is material to the Rental Agreement, the Landlord shall notify the Tenants of such breach, in writing, and shall allow seven (7) days after such notice for remedy or correction of the breach. See §5513

(i) Notice under this paragraph shall substantially specify the rule allegedly breached and advise the Tenants that , if the violation continues after (7) days, the Landlord may terminate this Rental Agreement and bring an action for summary possession. Such notice shall also state that it is given pursuant to 25 Del. Code §5513, and if the Tenants commit a substantially similar breach within one year, the Landlord may rely upon such notice as grounds for initiating an action for summary possession. The issuance of a notice pursuant to this paragraph does not establish that the initial breach of the Rental Agreement actually occurred for purposes of this paragraph.

(3) When a breach by Tenants causes or threatens to cause irreparable harm to any person or property, or a Tenant is convicted of a class A misdemeanor or felony during the term of the tenancy which caused or threatened to cause irreparable harm to any person or property, the Landlord may, without notice, remedy the breach and bill the Tenants, immediately terminate the Rental Agreement upon notice to the Tenants and bring an action for summary possession, or do both.

(4) Upon notice to the Tenants, the Landlord may bring an action or proceeding for waste or for breach of contract for damages suffered by the Tenants' willful or negligent failure to comply with Tenants' responsibilities under the Rental Agreement. The Landlord may request a forthwith summons.

(c) Absence or Abandonment.

(1) The Tenants shall indemnify the Landlord for any harm resulting from the Tenant's extended absence of more than seven (7) days where Tenants have failed to provide notification as required under paragraph 10 of this Rental Agreement.

(2) The Landlord may, during any extended absence of the Tenants, enter the Rental Unit as is reasonably necessary for inspection, maintenance, and safekeeping. See §5507

(3) If the Tenants wrongfully quit the Rental Unit, and unequivocally indicate by words or deed the Tenants' intention not to resume tenancy, such action by the Tenants shall entitle the Landlord to proceed as specified elsewhere in this Rental Agreement and the Tenants shall be liable consistent with §5507(d) and Paragraph 17 above.

(d) Unreasonable Refusal to Allow Access to Premises.

The Tenants shall be liable to the Landlord for any harm proximately caused by the Tenants' unreasonable refusal to allow access. See §5509

(e) Additional Defaults.

To the extent permitted by law, upon any other default of this agreement the Rules and Regulations or of the Residential Landlord Tenant Code, if not cured within seven (7) days written notice by the Landlord, Landlord may thereafter terminate this agreement and pursue any legal rights and remedies it may have.

22. HOLDOVER TENANCY.

Whenever the term of the Rental Agreement expires, as provided herein, or by the exercise by the Landlord of a right to terminate, if the Tenants continue in possession of the premises after the date of termination without the Landlord's consent, Tenants shall pay to the Landlord a sum not to exceed double the monthly rental under this Rental Agreement, computed and prorated on a daily basis, for each day the Tenants remain in possession for any period. In addition, holdover Tenants shall be responsible for any further losses by the Landlord as determined by a proceeding before any Court of competent jurisdiction. See §5515

23. DELAWARE CONTRACT.

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

24. 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, including but not limited to: course of conduct, or by non-enforcement of any provision, except by means of a written instrument executed by the parties hereto.

25. PARTIES BOUND.

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

26. RECORDING.

It is understood and agreed by the Landlord and Tenants 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.

27. DAMAGE CAUSED BY TENANT.

Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the premises, or the termination of this agreement by reason of the destruction of the premises, except as set forth in the Residential Landlord Tenant Code.

28. SEVERABILITY CLAUSE.

If any section or provision of this agreement is found to be unenforceable invalid or illegal it shall have not effect on the remainder of the agreement and all remaining provisions shall remain enforceable.

29. TENANT RESPONSIBLE FOR DAMAGES.

Tenant by accepting this agreement covenants and agrees that tenant will be responsible for all damages accidentally, maliciously, intentionally, or negligently caused by the tenant, tenant's family, guests or invitees to any of the property of the landlord.

30. 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.

31. NO ORAL REPRESENTATIONS.

Tenant has read and understood this agreement, and is competent to understand and enter into this agreement. Tenant has not relied upon any oral representations, provisions or warranties made by the landlord or its agent in renting the premises.

32. DEATH OF TENANT.

In the event of the death of the Tenant, the Landlord has the option to terminate the Rental Agreement or to extend a new Rental Agreement to the Estate of the deceased Tenant subject to the same requirements of a normal application for approval of a Rental Agreement. The death of the last surviving Tenant, who is signatory to this Rental Agreement, will constitute automatic termination of the tenancy. The benefit of this Rental Agreement may not be assigned, transferred or assumed by the decedent's estate, heirs, next of kin or beneficiary named in a will or trust. Any payments owed by said Tenant to Landlord pursuant to this Rental Agreement shall remain a claim against Tenant's estate.

33. THE RECEIPT OF SUMMARY OF RESIDENTIAL LANDLORD TENANT CODE AND OTHER DOCUMENT ACKNOWLEDGED.

Tenants hereby acknowledge the receipt of the following and that they have read and understood each document:

1. A Summary of the Delaware Residential Landlord-Tenant Code, a copy of which is attached hereto as Exhibit "A";
2. Lead Disclosure Form, a copy of which is attached hereto as Exhibit "B";
3. Rules and Regulations, a copy of which is attached hereto as Exhibit "C".

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

WITNESS:

LANDLORD:

(SEAL) By: _____

Dated: _____

WITNESS:

TENANT:

(SEAL) By: _____

Dated: _____

WITNESS:

TENANT:

(SEAL) By: _____

Dated: _____

WITNESS:

SURETY or GUARANTOR:

By: _____

(SEAL)

Dated: _____

OPTIONAL MENU ITEMS

- 3(b) Tenant shall at all times act in accordance with the Rules and Regulations, a copy of which is attached hereto and made a part of this rental agreement.
- 4 (d) The tenant is required by §5509 of the Residential Landlord Tenant Code to
- (1) provide written notice to the landlord whenever the tenant intends to install a new lock on the door at the tenant's expense. and
 - (2) provide the Landlord with a copy of the key to the new lock; and
 - (3) the new lock must fit into the system already in place and the lock installation cannot cause damage to the door.

5(a) One Calendar Year
Month to Month
A Fixed Term of _____

5(b) Tenants may terminate the rental agreement upon thirty (30) days written notice, which thirty day period shall begin on the first day of the month following the date of actual notice, when:

- (1) By the tenant, whenever a change in location of the tenant's employment with the tenant's present employer requires a change in the location of the tenant's residence in excess of 30 miles;
- (2) By the tenant, whenever the serious illness of the tenant or the death or serious illness of a member of the tenant's immediate family, residing therein, requires a change in the location of the tenant's residence on a permanent basis;
- (3) By the tenant, when the tenant is accepted for admission to a senior citizens' housing facility, including subsidized public or private housing, or a group or cooperative living facility or retirement home;
- (4) By the tenant, when the tenant is accepted for admission into a rental unit subsidized by a governmental entity or by a private nonprofit corporation, including subsidized private or public housing;
- (5) By the tenant who, after the execution of such rental agreement, enters the military service of the United States on active duty;
- (6) By a tenant who is the victim of domestic abuse, sexual offenses, stalking, or a tenant who has obtained or is seeking relief from domestic violence or abuse from any court, police agency, or domestic violence program or service; or
- (7) By the surviving spouse or personal representative of the estate of the tenant, upon the death of the tenant.

6(a) **PAYMENT METHODS:** Cash payment for rent will not be accepted, all rent must be paid by Personal Check, Certified Check or Money Order.

6(b)(2) An optional service fee for the use of the Pool \$_____

(b)(3) An optional service fee for the use of the Tennis Court \$_____

(b)(4) An optional service fee for the use of the Club House \$_____

(b)(5) An optional service fee for the use of the _____ \$_____

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

7(c) Landlord shall provide the following at its own cost:

7(d) In the event landlord becomes liable for a substantial increase in property taxes, or a substantial increase in other maintenance or operating costs not associated with landlord's compliance with current Code's or Ordinances, not less than four (4) months prior to the demand for such increase and the increase in rent does not exceed the prorated portion of the net increase in taxes or costs, then tenant's monthly rental will be automatically increased to reflect the extra costs aforementioned.

8(b) The security deposit will be placed and held by the landlord in an escrow bank account in a federally insured banking institution with an office that accepts deposits within the State of Delaware. The account will be designated as a security deposit account which shall not be used in the operation of any business by the landlord.

8(e) If the Landlord is not entitled to all or any portion of the security deposit, the Landlord shall remit the security deposit within twenty (20) days of the expiration or termination of the Rental Agreement.

8(f) Within twenty (20) days after the termination or expiration of this Rental Agreement, the Landlord shall provide the Tenants with an itemized list of damages to the premises and the estimated costs of repair for each, and shall tender payment for the difference between the security deposit and such costs of repair of damage to the premises. The Tenants' acceptance of a payment submitted with an itemized list of damages shall constitute agreement on the damages as specified by the Landlord -- unless the Tenant, within ten (1) days of the Tenants' receipt of such tender of payment, objects in writing to the amount withheld by the Landlord.

8(g) All communications and notices, including the return of any security deposit under this paragraph shall be directed to the Landlord at the address specified in the Rental Agreement and to the Tenant at an address specified in the Rental Agreement, or to a forwarding address, if provided in writing by the Tenants at or prior to the termination of the Rental Agreement, or to a

forwarding address, if provided in writing by the Tenants at or prior to the termination of the Rental Agreement. Failure by the Tenants to provide such address shall relieve the Landlord of Landlord's responsibility to give notice herein, but the Landlord shall continue to be liable to the Tenants for any unused portion of the security deposit, provided the Tenants shall make a claim in writing to the Landlord within one (1) year from the termination or expiration of the Rental Agreement.

9(b) 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; Tenants will not drill or make any holes in the stone or brick work; Tenants 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. Tenants will not be involved in any activity that affects the insurance on the Premises or on any property therein including , but not 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, Tenants will pay the increased cost of the same to Landlord upon demand.

12(c) Tenant agrees that this agreement does not give the Tenant's guests, servants, agents, or employees or any member of tenants family any rights to use or privileges in or right to enter upon the swimming pool area in the apartment complex or community of which the rental unit is a part, and tenant further agrees that in the event the tenant or any such person shall enter upon or use the pool area for any purpose whatsoever, without the prior written consent of landlord, then such act will be deemed to be a violation of this agreement and tenant shall assume all responsibility therefore, and shall be responsible to relieve and indemnify the landlord from any claims for damages or injuries and by executing this agreement does relieve and indemnify the landlord from any claims for damages or injuries by reason of such entry upon or use of the pool, unless the injury was caused by the gross negligence of the landlord, its servants employees or agents.

16(d)(1) Immediately quit the premises and promptly notify the landlord, in writing, of the tenant's election to quit within one week after vacating, in which case the rental agreement shall terminate as of the date of vacating. If the tenant fails to notify the landlord of tenant's election to quit, the tenant shall be liable for renting for rent accruing to the date of landlord's actual knowledge of the tenant's vacating the rental unit or the impossibility of further occupancy; or

16(d)(2) If continued occupancy is lawful, vacate any part of the premises rendered unusable by fire or casualty, in which case the tenant's liability for rent shall be reduced in proportion to the diminution of the fair rental value of the unit.

21(b)(2)(ii) If the Tenants' breach can be remedied by the Landlord, as by cleaning, repairing, replacing a damaged item, or the like, the Landlord may so remedy the Tenants' breach and bill the Tenants for the actual and reasonable costs of such remedy. Such billing shall be due and payable as additional rent, immediately upon receipt.

21(b)(2)(iii) If the Tenants' breach of a rule or covenant also constitutes a material breach of an obligation imposed upon Tenants by a municipal, county or state Code, ordinance or statute, the Landlord may terminate the Rental Agreement and bring an action for summary possession.

RENTAL AGREEMENT ADDENDUM NO. ____

18(b) I _____, tenant of the rental unit _____, which is subject to a rental agreement signed _____, hereby by way of separate agreement expressly waive the requirement that the landlord provide forty-eight (48) hours notice prior to the entry into the premises. This waiver of notice is only as to prospective tenants or purchasers only. For all other purposes the landlord must comply with 25 Del. C. §5509. In the case of an emergency the landlord may enter at any time.

Tenant Name

Date

Witness Employee

Date

RENTAL AGREEMENT ADDENDUM NO. ____

1. This rental agreement is subject to the Residential Landlord Tenant Code, as amended, which was signed by the Governor on July 17, 1996, see attached summary;

By signing I, acknowledge receiving any documents above referenced, and I agree with the aforementioned amendments, revisions or modifications and understand that I am bound by the same.

Tenant Name

Date

Witness Employee

Date

SURETY OR GUARANTOR NOTICE

TENANT: _____

ADDRESS: _____

You are being asked to guarantee performance of all provisions, terms and conditions of this rental agreement, as well as the present future responsibilities of the tenant under this agreement, **with no limit upon the amount of your liability**. You may have to pay the full amount of the tenant's obligations for rent, utilities and fees if the tenant does not pay. You will also be liable for interest, collection costs, damages, Court costs and other charges as permitted by this agreement or the Residential Landlord Tenant Code.

Think carefully before you accept this responsibility. If the tenant does not perform its responsibilities, you will be required to do so. Be sure that you can afford to pay all of these charges and costs, and that you want to accept this responsibility.

The landlord can collect the amounts described above from you without first trying to collect from the tenant. The landlord can use the same collection methods against you that it can use against the tenant, such as bringing an action in Court, garnishing your wages, placing a lien upon your property. Non-payment of these amounts can adversely affect your credit record.

Prior to signing this notice and the rental agreement, I read and understood all of the provisions of the rental agreement, including this notice to surety or guarantor. In addition, I understand that this Guaranty is effective upon my signing this agreement and that the guaranty will continue until terminated as provided in the agreement and the residential landlord tenant code, or until the time that all amounts have been paid in full and all responsibilities have been completed.

SURETY OR GUARANTOR:

Date

Witness

Date

FIDUCIARY DISCLOSURE FORM

Unless otherwise disclosed, broker, any cooperating broker and any salesperson (hereinafter "agents") working with either of these is representing the landlord's interest and has a fiduciary responsibility to the landlord, but is still obligated to treat all parties fairly. Agents without violating these fiduciary responsibilities to landlord, may among other services provide a potential tenant with information about the attributes of the property, show the property, and assist the tenant in preparing an offer to rent. Agent also has the duty to respond accurately and honestly to a potential tenant's questions and disclose material facts about the property, submit promptly any offer to rent and make the property available without discrimination.

EXHIBIT "C"

**RULES AND REGULATIONS CONCERNING USE,
OCCUPATION AND MAINTENANCE OF THE RENTAL UNIT,
APPURTENANCES THERETO, AND THE BUILDING OF WHICH THE
RENTAL UNIT IS A PART.**

Tenants under this Rental Agreement shall be responsible for the conduct of all family members, guests, and/or invitees while in the rental community and shall be liable for any damages caused by same. The conduct of family members, guests and/or invitees while in the community may serve as the basis for termination of this Rental Agreement if the conduct violates this Rental Agreement, the Rules and Regulations or the Residential Landlord Tenant Code.

USE OF THE PREMISES

Tenant agrees that, Tenant, members of Tenant's family, guests, agents, servants or licensees shall:

(1) Use the laundry and drying machines or only on such days, and at such hours as landlord may from time to time designate. Such equipment shall be used only for washing and drying clothes. The drying or airing of clothes or other articles outside the rental building front he windows, on the ground, racks or other drying devices is prohibited.

(2) Comply with moving hours and conditions as established by Landlord, and no moving is permitted on Sundays or holidays. All packing cases, barrels boxes and other containers used in moving must be removed by Tenant. Moving or delivery vans or trucks are not permitted to cross the curbs, walks or lawns, and must load and unload from the streets cartways or parking areas.

(3) Abide by the directions of Landlord for the proper operation of heat, ventilation and air conditioning and not open windows while heat or air conditioning is in operation.

(4) Dispose of garbage, refuse and waste matter in such manner and at such places as Landlord may direct. Individual trash and garbage containers are not permitted to be placed in public halls, or outside rental buildings. No Tenant shall discard trash, rubbish, can, bottles or waste except in authorized containers.

(5) Provide appropriate curtains or shades for windows and doors within a period of 30 days from the commencement of said rental agreement.

(6) Not install any awnings, Venetian blinds, shades or other window coverings, which are visible from the exterior of the unit, which have not been previously approved in writing by Landlord as being consistent with the Standards for Window treatments, as fully set forth in Addendum _____.

(7) Not exhibit or cause to be exhibited the name of the Tenant, or the e-mail address of the tenant, in any place except that provided by the Landlord for such purposes.

(8) Not place any sign, notice, legend or advertising or e-mail address on any part of the building of which the rental unit is a part or upon any door or window thereof.

(9) Not connect any television or aerial of any nature to the building, nor any electrical

appliance, equipment or apparatus which Landlord may require, or may cause, the removal of same, at Tenant's expense.

(10) Not make any alterations, improvements or additions to the rental unit or to the building of which the rental unit or to the building of which it is a part without prior written consent of the Landlord, and make any and all alterations, improvements or additions with Landlord's written consent shall be removed by Tenant and the rental unit restored to the same good order in which it now is, all at the expenses of the Tenant as additional rental.

(11) Not obstruct the corridors, walls, passages, stairways, entrances or any other places in the building of which the rental unit is a part in any way or manner whatsoever or obstruct the sidewalks in front of or leading to the building of which the rental unit is a part.

(12) Not use the ground floor of the building in which the rental unit is situated for storage except in such part thereof as shall be specifically designated by the Landlord for use by the Tenant for storage purposes.

(13) Not erect any outside aerials, wires or equipment in connection with any radio or television or make any other outside installation without the prior written consent of the Landlord.

(14) Not add, remove, alter or change the locks on the rental unit, at tenant's cost without the prior written consent of the Landlord unless:

(1) The Tenant notifies the Landlord in writing and supplies the Landlord with a key to the lock;

(2) The new lock fits into the system already in place; and

(3) The lock installation does not cause damage to the door.

Absolutely no additional or supplemental locks may be installed upon the rental unit door. Chain locks may be put upon the door for further protection while the tenant is in the unit.

(15) Not erect or maintain or allow or permit to be erected or maintained any window boxes on the exterior or interior sills of any windows in the rental unit or the building of which the rental unit is a part.

(16) Not use cooking equipment in such manner as to permit noxious odors to permeate the building or otherwise interfere with the rights of other Tenants; no outside grills or cooking of any kind is permitted around the building or otherwise interfere with the rights of other Tenants; no outside grills or cooking of any kind is permitted around the building or on any balcony.

(17) Maintain the premises in a good state of preservation and cleanliness.

NOISES AND DISTURBANCES

Tenant agrees that, Tenant, members of tenant's family, guests, agents, servants or licensees shall:

(18) Not make or permit to be made by any family member, guest or invitee any disturbing noises in or about the rental unit, nor engage in conduct or behavior which:

- a. Interferes with other tenants quiet enjoyment of the premises or;
- b. Is likely to confer substantial risk of physical harm to other occupants; or
- c. Is illegal conduct, or;
- d. Is loud, boisterous behavior, or;
- e. Is conduct which interferes with the rights, comforts or conveniences of other tenants or neighbors, or;
- f. Involves the playing of or permitting to be played any musical instrument,

television, radio, or other noise creating equipment if the same shall disturb or annoy other Tenants or neighbors;

g. Causes a public nuisance or breach of any Code, Statute or Ordinance governing such conduct.

CONDUCT

Tenant agrees that, Tenant, members of Tenant's family, guests, agents, servants or licensees shall:

(19) Not bring anything to or keep anything in the rental unit or the building of which the rental unit is a part, or commit or allow to be committed any act objectionable to the fire or other hazard insurance companies for the landlord whereby the fire or other hazard insurance on the rental unit or any part thereof or on the building of which the rental unit is a part shall become void, suspend or rated as more hazardous substance or other obnoxious substances.

(20) Not bring into or keep upon or suffer to be brought into or kept in the rental unit or the building of which the rental is a part any explosives or hazardous substance or other obnoxious substances.

(21) Not deliver or cause to be delivered into the building without prior notice to the Landlord any furniture, furnishings, or freight before the first date for which rent has been paid in the initial entry for occupancy by the Tenant; permissions for deliveries to the rental unit, in the absence of the Tenant, must first be obtained from Landlord.

(22) Not shake from any window, door or balcony, or hand outside any window or balcony any carpet, rug, bed clothing or other articles, or sweep any dirt, refuse or other matter from the rental unit into any entrance way; or throw or permit anything to be thrown out of any windows or doors, or upon the exterior areas of the building, since any such conduct would be a threat to the health safety and welfare of the tenants, guests, invitees or employees of the landlord.

(23) Not place or deposit or allow any cleaning or other equipment to be placed or deposited outside of the rental unit or outside of the building of which the rental unit is a part.

(24) Not permit the delivery of kitchen supplies, market goods, laundry, ice, other supplies, property and packages of any kind, other than directly into the premises or at the entrance provided therefor, no lease any articles of any nature there for collection by others, and Landlord will not be held responsible for any loss or damage to any such property, nor will Lessor be responsible for any article left with any employee or in any part of the building of this apartment complex.

(25) Not use the toilets or other plumbing appliances for any purpose other than that for which they were constructed and intended, not place any sweepings, rubbish, rags, or fish gravel or other improper articles therein. Any damages resulting from any misuse thereof shall be borne by the Tenant.

(26) Not mar the walls, ceilings, floors or woodwork by driving nails, tacks or screws or otherwise defacing same. Tenant will be responsible for disfiguration of cabinets, refrigerator or walls by the application of any paper, paint or decals.

(27) Not lean upon or deface screens, windows, storm windows or doors, not cause or permit the removal of any screens, windows, storm windows, or doors, and Tenant shall be responsible for any damage or injury resulting from any such removal.

(28) Not bring into the rented unit, or allow to be brought into the rented unit, without the prior written consent of the landlord, any of the following:

- a. Water beds;
- b. Weight lifting equipment;
- c. Hot tubs;
- d. Fish tanks over 50 gallons;
- e. Large appliances not provided by the landlord

(29) Not solicit for any purpose or cause within the rental facility.

(30) Engage in conduct which causes or threatens to cause irreparable harm to any person or property, or be convicted of a class A misdemeanor or felony during the term of the tenancy which caused or threatened to cause irreparable harm to any person or property. In either event the landlord may, without notice remedy the breach caused by the conduct and bill the tenant as provided in the Residential Landlord Tenant Code or immediately terminate the rental agreement upon notice to the tenant and bring an action for summary possession; or do both.

(31) Be responsible for discharge or replacement of fire extinguisher and for proper use of smoke detectors. All damage or missing parts will be assessed to tenant. Resident responsible for sprinkler engagement or any damage it causes.

ENTRANCES, FRONT WALKS AND LAWNS

Tenant agrees that, Tenant, members of tenant's family, guests, agents, servants or licensees shall:

(32) Not obstruct any walkways, passageways, stairways and similar facilities from egress or ingress by tenants, guests and invitees and said areas shall at all times be kept free and clear and be used only for the purpose for which they were intended.

(33) Not permit the placement or storage of sleds, baby carriages, bicycles wagons, toy vehicles, baby playpens, lawn passageways, entrances, front walks and lawns or other common areas of the building. All deliveries must be made to the entrance of doors of the rental unit and no empty delivery containers are permitted in public halls overnight.

(34) Not permit children or play in public halls, stairways, or entrances, nor use or permit to be used the area around the building for outside games, sports and recreational activities except those in areas specifically designated by Landlord.

AUTOMOBILES, TRUCKS AND OTHER VEHICLES

Parking spaces have been provided for the use of tenants, and parking will be strictly limited to the areas set aside for such purpose.

Tenant agrees that, Tenant, members of tenant's family, guests, agents, servants or licensees shall:

(35) Not permit or cause any vehicle parking in any parking area provided nearest the building of which the Tenant's rental unit is a part. Only two vehicles per unit are permitted.

(36) Not park any unsightly vehicle on the property. An unsightly vehicle includes but is not limited to a vehicle containing body rust or body metal which is not painted in accordance with manufacturer's specifications, missing body parts such as bumpers, fenders, etc. The determination of whether a vehicle is unsightly shall be in the sole discretion of the Landlord.

(37) Not cause or permit any person to wash, clean, polish or major repairs to any

motor vehicle in the parking area or in any other portion of the apartment complex.

(38) Not park or store or suffer or permit to be parked or stored in any parking area any trailer, truck, nursery trailer or disabled motor vehicle including any vehicle with either expired tags or commercial or unlicensed vehicles.

ANIMALS

Tenant agrees that, Tenant, members of tenant's family, guests, agents, servants or licensees shall:

(39) Not permit any pet or animal of any kind in or about the rental unit or the building of which the rental unit is a part, except with the prior written consent of the Landlord, and pet security deposit is paid (only 1 pet permitted). If necessary a flea treatment charge will be made upon vacating the apartment.

Tenant, in signing in space provided below, hereby acknowledges that Tenant has read and understands the Rules and Regulations as set forth above and agrees that any violations of these Rules and Regulations shall entitle Landlord to terminate this Rental Agreement.

TENANT DATE _____

TENANT DATE _____

TENANT DATE _____

Occupant(s), in signing the space provided below, hereby acknowledges that Occupant has read and understands the Rules and Regulations as set forth above and agree to be bound by same, and further agrees that any violations of these Rules and Regulations shall entitle landlord to terminate this rental agreement.

OCCUPANT DATE _____

OCCUPANT DATE _____

OPTIONAL MENU ITEMS RULES AND REGULATIONS

() Water beds may be permitted provided that the tenant informs the landlord in writing of their desire to use a water bed and the tenant provides the landlord with proof of insurance and a certification that such bed does not pose a threat to the structural integrity of the building. Failure to notify the landlord of the use of water bed shall be considered a material breach of the rental agreement.

() All residents who own an automobile or other motor vehicle must register all such vehicles.

() Not park any vehicle in front of the dumpster entrance, in front of any area marked FIRE LANE, or in front of any building entrance walkway.

() Tenants under this Rental Agreement shall be responsible for the conduct of all family members, guests, and/or invitees while in the rental community and shall be liable for any damages caused by the same. The conduct of family members, guests and/or invitees while in the community may serve as the basis for termination of the Rental Agreement if the conduct violates this Rental Agreement, the Rules and Regulations or the Code. Children are to respect personal property of others.

() Tenants shall respect the rights of other Tenants and shall conduct themselves in a reasonably quiet and dignified manner, so as not to disturb the quiet enjoyment of other Tenants, especially with regard to the playing of loud music, parties, and/or other similar conduct.

() Pets are strictly prohibited. Current Tenants who are pet owners and have prior approval to have a pet, will be permitted to keep their pet as long as that pet survives. Under no circumstances will the pet be allowed to be replaced. Current Tenants who do not have a pet may not have one. New Tenants may not have pets. The following rules apply to existing pet owners:

- a. Noisy and disruptive pets must be removed from the community;
- b. Pets that cause a nuisance to other residents must be removed from the community;
- c. Pets must be confined to the rental unit unless they are being exercised or walked, during which times they must be at all times kept on a leash;
- d. No pets will be permitted to be tied outside or be kept outside in a dog pen or in a dog house; and
- e. Tenant shall be responsible for any and all costs of removal of the pet by the appropriate authority.

() Landlord will assume no responsibility for extermination of the rental unit for fleas. At the landlords option the cost of flea extermination may be charged to the tenant.

() Upon move out inspection, if the carpets are found to be damaged by animal urine or spray, or animal clawing, be it either dog or cat, a fee will be charged to the tenant.

() Redecorating or repairs by tenant. The tenant shall not do any papering, painting, or varnishing in the rented unit, or in the building of which it is a part. The tenant may not disconnect ranges or radiators, alter, change or make additions to any electrical, heating, or plumbing lines or outlets, or make any other alterations, change or additions to the rented property without the prior written consent of the landlord.

() Maximum number of Occupants. No more than two (2) persons may occupy any bedroom at any given time, regardless of any standard or ordinance approved by any government entity. Any violation of this provision shall be grounds for termination of this agreement.

() Outside grills or outside cooking of any kind are not permitted.

() Moving. Moving vans or trucks are not permitted to cross curbs or lawns and must load or unload from the streets or parking areas. All packing cases and other containers must be promptly removed by tenant.

() Play area for children. Games, sports, and recreational activities of all kinds are only permitted in designated play areas which have been provided by the landlord. Such activities are not permitted on the common lawn areas. Children are not permitted to play in the basement, halls, stairways or other common areas inside of the building.

() The use of any and all types of laundry equipment, including washers, dryers or other such appliances, is strictly prohibited in all rented units. Washing machines are not to be kept or stored in the rented unit.

() Meter operated automatic washing machines and clothes dryers have been installed in the building, for the convenience of the tenants. Residents may use laundry machines at their own risk. Landlord assumes no responsibility for such use.

() Storage lockers are not available.

() All supplemental heaters are prohibited. Tenant may not use or store any kerosene, oil, wood or coal heaters in the rented unit. These units are prohibited by State law from being used by residents in multi-family housing.