

## DELAWARE RESIDENTIAL LEASE AGREEMENT

State of DELAWARE

County of \_\_\_\_\_

**PARTIES.** This Residential Lease Agreement (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between:

**Landlord Name:** \_\_\_\_\_ (“Landlord”)

Landlord Address: \_\_\_\_\_, AND

**Tenant(s):** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Tenant”).

The Landlord and Tenant are collectively referred to in this Agreement as the “Parties”.

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. LEASE TERM.

The term of this Agreement shall be a period of one (1) year, beginning on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending on the day of \_\_\_\_\_, \_\_\_\_\_ hereinafter known as the “Lease Term.”

### 2. OCCUPANT(S).

The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT(S) NAME(S)] (“Occupant(s)”)

- There are no Occupant(s).

### 3. PROPERTY.

The leased premises shall be comprised of that certain personal residence (including both the house and the land) located at \_\_\_\_\_, Delaware (“Premises”). Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord on the terms and conditions set forth herein.

### 4. SECURITY DEPOSIT.

The Tenant shall handover to the landlord the amount of \$\_\_\_\_\_ as Security Deposit upon the execution of this Lease (the “Security Deposit”). The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules and regulations.

A. **Deductions.** Upon the termination of the Lease, the Landlord may deduct the following from the Security Deposit:

- Unpaid rent;
- Late fees;
- Unpaid utilities
- Cost of repairs beyond ordinary wear and tear;
- Cleaning fee in the amount of \$ \_\_\_\_\_;
- Early Termination Fee
- Brokerage fees
- Others: \_\_\_\_\_.

B. **Return.** The Security Deposit or the balance thereof shall be returned by the Landlord to the Tenant within days after the termination of the Lease or in accordance with the applicable law on Security Deposit, whichever is sooner. In the event that the Landlord shall make any allowable deduction, the Landlord shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.

C. **Tenant's Forwarding Address:** Upon vacating the Property any and all notices, communication and any other delivery may be made to the Tenant's forwarding address at:  
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## 5. RENT.

The Tenant shall pay to Landlord the sum of \$\_\_\_\_\_ per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every \_\_\_\_ day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- A. **Late Rent.** If Rent is not paid within \_\_\_ days of the Due Date, the Rent shall be considered past due and a late fee of  \$\_\_\_\_\_ or  \_\_\_ % of the Rent past due shall be applied for every  day Rent is late or  occurrence Rent is late.
- B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C. **Application of payments.** Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the landlord.
- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a \_\_\_\_\_- day notice of the same from the Landlord to the Tenant.

## 6. RENT PRE-PAYMENT.

The Tenant(s) shall:

- Pre-Pay Rent in the amount of \$\_\_\_\_\_ (US Dollars) for the following time-period starting on the \_\_\_ day

of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Pre-Payment of Rent will be due at the execution of this Agreement.

- Not be required to Pre-Pay Rent.

**7. PURPOSE.**

The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, the manufacturing of any type of food or product, a professional service(s), or for any commercial use unless otherwise stated in this Agreement.

**8. FURNISHINGS.**

The Premises is: (check one)

- To be furnished with the following items: [ENTER FURNISHINGS]

- Not furnished.

**9. UTILITIES.**

The Landlord shall provide the following utilities and services to the Tenant(s): \_\_\_\_\_ . Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

**10. PARKING.**

The Landlord:

Shall provide \_\_\_ parking space(s) to the Tenant(s) for a fee of \$\_\_\_ to be paid  at the execution of this Lease  on a monthly basis in addition to the rent. The parking space(s) are described as: \_\_\_\_\_.

Shall not provide parking.

**11. PETS.**

Under this Lease:

**Pets Allowed.** The Tenant shall be allowed to have \_\_\_ pet(s) on the Property consisting of  Dogs  Cats  Fish  Other \_\_\_\_\_ not weighing

more than \_\_\_  pounds. The Landlord shall administer a fee of \$\_\_\_\_\_ per pet on the Property. Landlord shall be held harmless in the event any of the Tenant's pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any animal to be removed.

**Pets Not Allowed.** There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

## **12. SMOKING POLICY.**

Smoking on the Premises is:

- Permitted in the following areas: \_\_\_\_\_

- Prohibited on the Premises and Common Areas.

## **13. WATERBEDS.**

The Tenant: (check one)

- Shall have the right to use a waterbed on the Premises.

- Shall not have the right to use a waterbed on the Premises.

## **14. MAINTENANCE, REPAIR, & ALTERATIONS.**

The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant(s) to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

## **15. ABANDONMENT.**

: If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

## **16. RIGHT OF ENTRY.**

The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

## **17. NOISE/WASTE.**

The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

**18. COMPLIANCE WITH LAW.**

The Tenant undertakes to comply with any and all Federal or state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Property and the Tenant’s occupation and use thereof.

**19. RETALIATION.**

The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

**20. ENTIRE AGREEMENT**

This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

**Landlord’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Tenant’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Agent’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_



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