

RESIDENTIAL LEASE AGREEMENT (DELAWARE)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LANDLORD]
[address]
(the "Landlord")

- and -

[NAME(S) OF TENANT(S)]
[address]
(the "Tenant")

1. Leased Premises

IN CONSIDERATION of the representations made in the rental application tendered by the Tenant, and the rent reserved herein and the covenants herein contained, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the premises situated at *[street address of premises]*, [County] County], Delaware (the "Premises"), subject to the terms and conditions hereinafter set forth.

2. Term

The duration of this Lease shall be for a fixed term, commencing at 12:00 noon on the ____ day of _____, _____ and terminating at 12:00 noon on the ____ day of _____, _____ (the "Term").

3. Rent & Other Monthly Charges

The total rent due under this Lease is the sum of [TOTAL RENTAL DUE IN WORDS] DOLLARS (\$###.##) payable in ____ monthly installments of \$###.## per month to be made on the first day of each month. All rent payments are due on the first (1st) day of each calendar month during the Term of this Lease. Rent payments shall be paid by one check, [pre-authorized debit] or money order per month. Cash will not be accepted under any circumstances. All rent payments and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address set out on the face of this Lease, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rent payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the 1st day of the month. If any rent payment is hand delivered to the Landlord, the Tenant should request a receipt from the Landlord as confirmation.

4. Dishonored Check Fees

In each instance that Tenant presents a check to Landlord for rent or any other amount due under this Lease is dishonored by Tenant's bank for insufficient funds, "stop payment" or any other reason, a service charge of \$###.## will be assessed.

5. Late Charges

If Tenant fails to pay the rent in full within ____ days after the same becomes due, Tenant will be assessed a late charge of \$###.##. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date that the same is due.

6. Prorated First Month's Rent

The prorated rent from the commencement of this Lease to the first day of the following month is \$###.##, which amount shall be paid at the execution of this Lease.

7. Rent Increases

In the event of a rent increase, Tenant shall be given notice within 60 days prior to the end of the term of the rental agreement. Unless the tenant informs the landlord in writing within 15 days of receipt of the notice that the tenant rejects the rent increase, the increase will take effect. If the tenant rejects the increase, the lease will be terminated at the end of the term.

8. Security Deposit

A security deposit of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$###.##) collected from Tenant shall be held by the Landlord as security against loss from damage, nonpayment of rent, or any other breach of this Lease by Tenant. Landlord shall deposit the security deposit into a bank account, and upon termination of this Lease return the security deposit to Tenant within 20 days of the termination of the agreement.

Security deposit shall be of not more than 1 month's rent if the rental agreement is for 1 year or longer. If the rental agreement is not for a defined term or is month-to-month, the landlord may charge more than 1 month's rent, however, once the tenant has lived in the premises for 1 year or longer, the excess deposit must be returned to the tenant. The landlord may also charge a pet deposit for tenants who have pets. The pet deposit shall not exceed 1 month's rent. A landlord may also charge an application fee, used by the landlord to determine the tenant's creditworthiness. The application fee shall not exceed either 10% of the monthly rent or \$50, whichever is greater.

The security deposit is to be held as collateral security and applied against any rent or other charges that may remain due and owing at the expiration of this Lease, any extension thereof or any holding over period for which Landlord is entitled to apply security deposits.

9. Possession at Commencement of Term

Tenant shall not be entitled to possession of the Premises hereunder until the security deposit and first month's rent (or prorated portion thereof, if applicable) is paid in full and the Premises has been vacated by the previous tenant. If Landlord is unable to deliver possession of the Premises to Tenant on or before the commencement of the term of this Lease due to holding over by another tenant, Tenant's right of possession hereunder shall be postponed until the Premises are vacated by the tenant holding over, and rent hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly instalment for each day that Landlord is unable to deliver possession. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event that Tenant, for any reason whatsoever, is unable to enter and occupy the Premises.

10. Occupancy & Use of Premises

Occupancy of the Premises is limited solely to the individuals listed below: *[list all adults and children who will be living in the premises]*

If individuals other than those listed above are found residing at the Premises for more than ____ days without prior written approval by the Landlord, the Landlord may at its sole discretion terminate this Lease and pursue eviction of the Tenant and all other occupants of the Premises.

The Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

11. Utilities & Services

The following utilities and services shall be provided and/or paid for by the party indicated beside each item:

Service / Utility	Provided by	
	Landlord	Tenant
Electricity		
Gas / heating		

Initials: _____

Water / sewer		
Telephone		
Cable TV		
Garbage pick-up		
Trash receptacles		
Lawn care		
Snow removal		
Laundry facilities		
Smoke detector batteries		
Light bulb replacements		

[if Tenant is responsible for water bills: At the end of the Term of this Lease, the Tenant shall submit a receipt showing that the final water bill has been paid. Failure to provide this receipt within ___ days of vacating the Premises will result in the actual charges being assessed against Tenant's security deposit.]

12. Appliances & Furnishings

The Landlord shall supply the following appliances, window coverings, carpets and/or furnishings:

[list]

13. Parking & Storage of Vehicles

The Tenant shall be provided with _____ parking stall(s), *[if stalls are numbered or otherwise identifiable: being parking stall(s) numbered / designated as _____]*.

The Tenant shall park only the following vehicle(s) in the aforementioned parking stall(s):
[description of vehicle(s) by make, model, color, year and license plate]

The Tenant acknowledges and agrees that any vehicle other than the vehicle(s) listed above which is parked in the designated parking stall(s) may be towed away and the cost of such towing will be the responsibility of the vehicle's owner. *[for on-street or parking other than in parking stalls: The Tenant will be assigned a parking sticker for each of the above listed vehicles, which are to be placed on the right rear or side window of vehicle. Tenant will be charged \$#.## for each new, replacement or lost parking sticker. Failure to install a parking sticker may result in the subject vehicle being towed at the owner's expense.]*

The Tenant will not park boats, trailers, snowmobiles, or unlicensed vehicles on or around the Premises at any time without Landlord's written permission.

It is the Tenant's responsibility to ensure that the Tenant's family, guests and invitees do not park in areas designated for use by other tenants, or in such locations or in such a manner as to obstruct the vehicles of other tenants.

14. Vehicle Maintenance

Neither the Tenant nor the Tenant's family, guests or invitees shall perform any kind of vehicle maintenance or servicing, including but not limited to oil changes, washing, waxing, tune-ups or other maintenance, on or around the Premises or any of the driveways, parking lots, garages and yards adjacent to the Premises. Any vehicle found being serviced shall be subject to immediate towing at the vehicle owner's expense without notice.

Initials: _____

THIS IS A 15-PAGE DOCUMENT.