

800 Kings Highway
Lewes, DE 19958
(302) 645-2881



20184 Coastal Highway
Rehoboth Beach, DE 19971
(302) 227-5000

RESIDENTIAL LEASE-RENTAL AGREEMENT

RECEIVED FROM _____, hereinafter referred to as Tenant, the sum of _____, evidenced by _____, as a deposit which, upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	<u>Total Due</u>	<u>Received</u>	<u>Due Prior To Occupancy</u>
Rent for the period of _____	\$ _____	\$ _____	\$ _____
Security deposit (not applicable toward last month's rent)	\$ _____	\$ _____	\$ _____
Other: \$75.00 Processing Fee _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

Tenant hereby offers to rent from the Owner the premises **situated in the City of** _____, **State of** Delaware, **described as** _____ and consisting of a _____, upon the following **TERMS and CONDITIONS**:

- 1. TERM:** The term hereof shall commence on _____, and continue until _____, for a total rent of _____, **plus tax if applicable.**
- 2. RENT:** Rent shall be _____, per month, payable in advance, upon the _____ day of each calendar month to Owner, or his Authorized Agent, at the following address: Coldwell Banker Resort Realty - 20184 Coastal Highway, Rehoboth Beach, DE 19971 or 800 Kings Highway, Lewes, Delaware 19958, or at such other place as may be designated by Owner from time to time. In the event the rent is not paid **within five (5) days** after due date, Tenant agrees to pay a late charge of **\$ 25.00**, plus, **plus 1½ % per month on the delinquent amount.** Tenant further agrees to pay **\$50.00** for each dishonored bank check. The late charge period is **not** a grace period, and the Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to 1½ % interest per month or the maximum rate allowed by law. **(NOTE: If the property is located in the city limits of Dewey Beach, Rehoboth Beach, or Henlopen Acres, there is an additional 3% rental tax. For property located in the city limits of Lewes there is an additional 5% rental tax. Tenant agrees to pay any applicable tax monthly in addition to the rental amount stated herein.)**
- 3. MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent and performance of all other provisions of this agreement.
- 4. UTILITIES:** Tenant shall be responsible for the payment of all utilities and services unless otherwise provided in this agreement.
- 5. USE:** The premises shall be used exclusively as a residence for no more than _____ persons. Guests staying more than a total of 14 days in a calendar year without written consent of Owner shall constitute a violation of this agreement.
- 6. ANIMALS:** No animals of any kind shall be brought on the premises without the expressed written consent of the Owner.

Owner's Initials: _____ Tenant's Initials: _____

7. **ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. **Tenant further agrees to abide by all rules and regulations of the community or condominium in which the leased premises are a part, whether promulgated before or after the execution of this lease.**

8. **HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a waterbed on the premises without the prior written consent of the Owner.

9. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without the prior written consent of owner.

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

11. **INVENTORY:** The rental shall include the following appliances and furnishings: _____

12. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within (15) fifteen days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or his invitees, then Owner only shall have the right to termination, and shall have full recourse against Tenant and any invitees for such fault or negligence. Should any termination right be exercised by either the Owner or Tenant, then except for an event of Tenant, or his invitees, fault or negligence, rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated and Tenant continues in possession, then Owner shall promptly repair the premises and there shall be a proportionate reduction of the rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

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

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

15. **PHYSICAL POSSESSION:** If owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within **five (5) days** of the commencement of the term hereof.

Owner's Initials: _____ Tenant's Initials: _____

16. DEFAULT: If the Tenant shall fail to pay rent when due, or perform any term hereof, after not less than **five (5) days written notice** of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner securing the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of the Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the Lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonable avoided.

17. SECURITY: The security deposit set forth shall secure the performance of the Tenant's obligations hereunder. Owner may, but shall not be obliged to, apply all portions of the said deposit on the account of Tenant's obligations hereunder. Any balance remaining upon termination, shall be returned to the Tenant. **Tenant shall not have the right to apply the security deposit in payment of the last month's rent.** All Security Deposits will be held in escrow by the owners or their Authorized Agent. Interest accruing on any funds held by agent shall accrue to the Agent.

18. DEPOSIT REFUNDS: The balance of all deposits shall be refunded within 20 days from date possession is delivered to Owner, or his Authorized Agent, together with a statement showing any charges made against such deposits.

19. ATTORNEY'S FEE AND COSTS: In any action or proceeding involving a dispute between Owner, Tenant and/or Agent arising out of the execution of this agreement, or to enforce the Terms and Conditions of this agreement, or to recover the possessions of the premises from the Tenant, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, appraisal fees, and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).

20. WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not constitute a waiver of the Owner's right to enforce any term hereof.

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

22. TIME: Time is the essence of this agreement.

23. LANDLORD TENANT CODE: THIS LEASE-RENTAL AGREEMENT SHALL BE GOVERNED BY THE DELAWARE LANDLORD TENANT CODE. The tenant acknowledges receipt of a copy of the Landlord Tenant Code Summary.

24. HOLDING OVER: Any holding over after expiration hereof, with the consent of Owner, shall become a month to month tenancy subject to the terms hereof, until either party shall terminate the same by giving the other party sixty (60) days notice in accordance with the Delaware Landlord Tenant Code. Said 60 days shall begin on the first day of the month following the date of such notice.

25. AGENCY: The parties hereto acknowledge prior receipt of the Consumer Information Statement of the Delaware Real Estate Commission, and confirm the following agency relationships exist:

A. Coldwell Banker Resort Realty . Authorized Brokerage Organization

- Landlord's Agent
- Dual Agent

B. _____ . Leasing Agent

- Landlord's Designated Agent
- Designated Dual Agent

Owner's Initials: _____ Tenant's Initials: _____

ADDITIONAL TERMS AND CONDITIONS: Should the tenant be absent for an extended period, tenant shall notify the owner prior to such absence. Tenant acknowledges responsibility for replacement of any or all smoke alarm batteries.

ATTACHMENTS: If checked, the following attachments are made a part of this lease agreement:

- Lead Based Paint Addendum
- Smoke Detector Pamphlet
- Entry Agreement
- Other: _____

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by written agreement signed by both parties. All parties hereto certify that they are at least 18 years of age and have the legal capacity to enter into this Lease-Rental Agreement. Tenant and Owner agree that the invalidity of any one or more provisions of this Lease Agreement shall not invalidate any other provision or the Lease Agreement itself

The undersigned Tenant hereby acknowledges receipt of a copy hereof. DATED: _____

_____ Tenant _____ Tenant

_____ Owner _____ Owner

Agent: Coldwell Banker Resort Realty By: _____