

Delaware Residential Lease

Notice

Per 25 Del.C. § 5118, a summary of the Landlord-Tenant Code, as prepared by the Consumer Protection Unit of the Attorney General's Office or its successor agency, shall be given to the **new** tenant at the beginning of the rental term. If the landlord fails to provide the summary, the tenant may plead ignorance of the law as a defense. The summary is available for download at

www.attorneygeneral.delaware.gov/

Date: {TodaysDate}

1. **PARTIES.** This Delaware Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per 25 Del.C. § 5501(d), Landlord shall, in the county in which the Premises is located, maintain an office or other permanent place for receipt of payments, where rent may be timely paid. Failure to maintain such an office, or other permanent place of payment where rent may be timely paid, shall extend the agreed on time for payment of rent by 3 days beyond the due date. If Landlord accepts a cash payment

for rent, Landlord shall, within 15 days, give to Tenant a receipt for that payment. Per 25 Del.C. § 5501(d), Landlord shall, for a period of 3 years, maintain a record of all cash receipts for rent.

6. **CHARGES AND FEES.** If rent remains unpaid for five days, Tenant shall pay Landlord a late charge of $\${Late_Fee}$. **Per 25 Del.C. § 5501(d), the late charge may not exceed five percent of the monthly rent.** If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of $\${NSF_Fee}$. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from $\{StartDate\}$ through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of $\${ProratedRent}$.
8. **SECURITY DEPOSIT.** Security deposits in Delaware are governed by 25 Del.C. § 5514.
 - A. **Amount.** Tenant shall deposit with Landlord the amount of $\${SecurityDeposit}$ as a security deposit against any breach of this Agreement by Tenant.
 - B. **Limits on Security Deposit.**
 - i. Unfurnished Premises. Landlord may not require a security deposit in excess of **one month's rent** for where the Agreement Term is for one year or more. Landlord may not require a security deposit in excess of one month's rent (with the exception of federally-assisted housing regulations) for primary residential tenancies of undefined terms or month to month where the tenancy has lasted one year or more. After the expiration of one year, Landlord shall immediately return, as a credit to Tenant, any security deposit amount in excess of one month's rent, including such amount which when combined with the amount of any surety bond is in excess of one month's rent.
 - ii. Furnished Premises. The security deposit limits set forth in subsection (i) above shall not apply to a furnished Premises.
 - iii. Pet Deposits. The security deposit limits set forth in subsection (i) above shall not apply to a pet deposit. Landlord may require a pet deposit, in addition to the security deposit, not to exceed **one month's rent**.
 - C. **Escrow Account.** Each security deposit shall be placed by Landlord in an escrow bank account in a federally-insured banking institution with an office that accepts deposits within Delaware. Such account shall be designated as a security deposits account and shall not be used in the operation of any business by Landlord. Landlord shall disclose to Tenant the location of the security deposit account. The

security deposit principal shall be held and administered for the benefit of Tenant, and Tenant's claim to such money shall be prior to that of any creditor of Landlord, including, but not limited to, a trustee in bankruptcy, even if such money is commingled.

- D. **Purpose of Security Deposit.** The purpose of the security deposit shall be:
- i. to reimburse Landlord for actual damages caused to the Premises by Tenant which exceed normal wear and tear, or which cannot be corrected by painting and ordinary cleaning; and/or
 - ii. to pay Landlord for all rental arrearage due under this Agreement, including late charges and rental due for premature termination or abandonment of this Agreement by Tenant; and/or
 - iii. to reimburse Landlord for all reasonable expenses incurred in renovating and rerenting the Premises caused by the premature termination of this Agreement by Tenant, which includes termination pursuant to 25 Del.C. § 5314 (i.e. early termination), providing that reimbursement caused by termination pursuant to 25 Del.C. § 5314 shall not exceed one month's rent.

E. **Return of Security Deposit**

- i. No Damages. If Landlord is not entitled to all or any portion of the security deposit, Landlord shall remit the security deposit within **20 days** of the expiration or termination of this Agreement.
- ii. Damages Owed by Tenant. Within **20 days** after the termination or expiration of this Agreement, Landlord shall provide Tenant 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. Failure to do so shall constitute an acknowledgment by Landlord that no payment for damages is due. Tenant's acceptance of a payment submitted with an itemized list of damages shall constitute agreement on the damages as specified by Landlord, unless Tenant, within 10 days of Tenant's receipt of such tender of payment, objects in writing to the amount withheld by Landlord.

F. **Penalties.**

- i. Failure to remit the security deposit or the difference between the security deposit and the amount set forth in the list of damages within 20 days from the expiration or termination of this Agreement shall entitle Tenant to double the amount wrongfully withheld.
- ii. Failure by Landlord to disclose the location of the security

deposit account within 20 days of a written request by Tenant or failure by Landlord to deposit the security deposit in a federally-insured financial institution with an office that accepts deposits within Delaware, shall constitute forfeiture of the security deposit by Landlord to Tenant. Failure by Landlord to return the full security deposit to Tenant within 20 days from the effective date of forfeiture shall entitle Tenant to double the amount of the security deposit.

- iii. All communications and notices, including the return of any security deposit under this section, shall be directed to Landlord at the address specified in this Agreement and to Tenant at an address specified in this Agreement or to a forwarding address, if provided in writing by Tenant at or prior to the termination of this Agreement. Failure by Tenant to provide such address shall relieve Landlord of Landlord's responsibility to give notice herein and Landlord's liability for double the amount of the security deposit as provided herein, but Landlord shall continue to be liable to Tenant for any unused portion of the security deposit; provided, that Tenant shall make a claim in writing to Landlord within one year from the termination or expiration of this Agreement.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. UTILITIES.

- A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Per 25 Del.C. § 5312, Landlord shall not require that Tenant contract directly with the provider of a utility service for service to Tenant or to the Premises unless such Premises is separately metered or the utility services are not calculated based upon consumption. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

- B. **Failure to Supply Essential Services.** Per 25 Del.C. § 5308:

- i. If Landlord substantially fails to provide hot water, heat, water, or electricity to Tenant, or fails to remedy any condition which materially deprives Tenant of a substantial part of the benefit of Tenant's bargain in violation of this Agreement; or in violation of a provision of this Code; or in violation of an applicable housing code and such failure continues for 48 hours or more, after Tenant gives Landlord actual or written notice of the failure,

Tenant may:

- a. upon written notice of the continuation of the problem to Landlord, immediately terminate this Agreement; or
 - b. upon written notice to Landlord, keep two-thirds per diem rent accruing during any period when hot water, heat, water, electricity, or equivalent substitute housing is not supplied. Landlord may avoid this liability by a showing of impossibility of performance.
- ii. If Tenant has given the notice required under subsection (i) above and remains in the Premises and Landlord still fails to provide water, hot water, heat, and electricity to the Premises as specified in the applicable city or county housing code in violation of this Agreement, Tenant may:
- a. upon written notice to Landlord, immediately terminate this Agreement; or
 - b. upon notice to Landlord, procure equivalent substitute housing for as long as heat, water, hot water, or electricity is not supplied, during which time the rent shall abate, and Landlord shall be liable for any additional expense incurred by Tenant, up to one-half of the amount of abated rent. This additional expense shall not be chargeable to Landlord if Landlord is able to show impossibility of performance; or
 - c. upon written notice to Landlord, Tenant may withhold two-thirds per diem rent accruing during any period when hot water, heat, water or equivalent substitute housing is not supplied.
- iii. Rent withholding does not act as a bar to the subsequent recovery of damages by Tenant if those damages exceed the amount withheld.
- iv. Where Landlord files an action for summary possession, claiming that Tenant has wrongfully withheld rent or deducted money from rent under this section and the court so finds, Landlord shall be entitled to receive from Tenant either possession of the Premises or an amount of money equal to the amount wrongfully withheld ("damages") or, if the court finds Tenant acted in bad faith, an amount of money equal to double the amount wrongfully withheld ("double damages"). In the event the court awards damages or double damages and court costs excluding attorneys' fees, then the court shall issue an order requiring such damages or double damages to be paid by Tenant to Landlord within 10 days from the date of the court's judgment. If such damages are not paid in accordance with the court's order, the judgment for damages or double damages, together with court costs, shall become a judgment for the amount withheld, plus summary possession, without further notice to Tenant.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.**

A. **Restrictions.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

B. **Pet Deposits.** Per 25 Del.C. § 5514:

i. Landlord may require a pet deposit. Damage to the Premises caused by an animal shall first be deducted from the pet deposit. Where the pet deposit is insufficient, such damages may be deducted from the security deposit. A pet deposit is subject to the rules for security deposits in this Agreement above and in 25 Del.C. § 5514(b), (e), (f), (g) and (h).

ii. Landlord may not require a pet deposit in excess of one month's rent, regardless of the duration of this Agreement.

iii. Landlord may not require any pet deposit from Tenant if the pet is a duly certified and trained support animal for a disabled person who is a resident of the Premises.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Notice.** Per 25 Del.C. § 5106(c), at least **60 days** prior to the end of the Agreement Term, Landlord shall provide Tenant with written notice of Landlord's intention to terminate this Agreement. At least **45 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to terminate this Agreement. Per 25 Del.C. § 5108, if Landlord or Tenant fail to provide written notice of their intention to terminate this Agreement, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** Per 25 Del.C. § 5501, if this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **60 days'** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **60 days'** written notice to Landlord.

C. **Holdover.** Per 25 Del.C. § 5515(b), if Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **double the monthly rental amount** under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, the holdover tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.**

- A. **Rent.** Landlord may not change the rental amount during the Agreement Term. Per 25 Del.C. § 5107, Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **60 days** prior to the end of the Agreement Term. After receipt of such notice from Landlord, Tenant may terminate this Agreement by providing Landlord with a minimum of **45 days'** notice prior to the last day of the Agreement Term. If Tenant fails to do so, the provisions of the amended or modified rental agreement shall be deemed to have been accepted and agreed to by Tenant, and the terms of the lease, as amended, shall take full force and effect. If Tenant rejects the modified terms or provisions set forth in a notice of renewal given under this section, then the rejected notice of renewal shall be considered an effective termination notice.
- B. **Security Deposit.** Per 25 Del.C. § 5514(j), Landlord may increase the security deposit commensurate with a rent increase per subsection (A) above. If the increase of the security deposit will exceed ten percent of the monthly rent, payment of the increased security deposit shall be prorated over the term of the rental agreement, except in the case of month-to-month tenancy, in which case payment of the increase shall be prorated over a period of four months.

15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

16. **DELAY OF OCCUPANCY.** Per 25 Del.C. § 5304:

- A. If Landlord fails to put Tenant into full possession of the Premises at the beginning of the Agreement Term, the rent shall abate during any period Tenant is unable to enter and:
- i. upon notice to Landlord, Tenant may terminate this Agreement at any time Tenant is unable to enter into possession; and Landlord shall return all moneys paid to Landlord for the Premises, including any pre-paid rent, pet deposit and security deposit; and
 - ii. if such inability to enter is caused wrongfully by Landlord or by anyone with Landlord's consent or license due to substantial failure to conform to existing building and housing codes, Tenant may recover reasonable expenditures necessary to secure equivalent substitute housing for up to one month. In no event shall such expenditures under this subsection exceed the agreed upon rent for one month. Such expenditures may be recovered by appropriate action or proceeding or by deduction from the rent upon the submission of receipts for same.
- B. If such inability to enter results from the wrongful occupancy of a holdover tenant and Landlord has not brought an action for summary

possession against such holdover tenant, Tenant may maintain an action for summary possession against the holdover tenant. The expenses of such proceeding and substitute housing expenditures may be claimed from the rent in the manner specified in subsection (A)(ii) above.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** Per 25 Del.C. § 5305, Landlord shall:

- i. comply with all applicable provisions of any state or local statute, code, regulation, or ordinance governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part;
- ii. provide a Premises which shall not endanger the health, welfare, or safety of the tenants or occupants and which is fit for the purpose for which it is expressly rented;
- iii. keep in a clean and sanitary condition all common areas of the buildings, grounds, facilities, and appurtenances thereto which are maintained by Landlord;
- iv. make all repairs and arrangements necessary to put and keep the Premises and the appurtenances thereto in as good a condition as they were, or ought by law or agreement to have been, at the commencement of the tenancy;
- v. maintain all electrical, plumbing, and other facilities supplied by the landlord in good working order;
- vi. provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, and garbage and arrange for the frequent removal of such waste; and
- vii. supply or cause to be supplied, water, hot water, heat, and electricity to the Premises.

Evidence of compliance with the applicable building and housing codes shall be prima facie evidence that Landlord has complied with this section.

B. **Tenant's Responsibilities.** Per 25 Del.C. § 5503, Tenant shall:

- i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county and state codes, regulations, ordinances, and statutes;
- ii. keep that part of the Premises which the Tenant occupies and uses as clean and safe as the conditions of the Premises permit;
- iii. dispose from the rental unit all ashes, rubbish, garbage, and

- other organic or flammable waste, in a clean and safe manner;
- iv. keep all plumbing fixtures used by Tenant as clean and safe as their condition permits;
 - v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances in the Premises;
 - vi. not willfully or wantonly destroy, deface, damage, repair, or remove any part of the structure or Premises or the facilities, equipment or appurtenances thereto, nor permit any person on the Premises with Tenant's permission to do any such thing;
 - vii. not remove or tamper with a properly functioning smoke detector installed by Landlord, including removing any working batteries, so as to render the smoke detector inoperative;
 - viii. not remove or tamper with a properly functioning carbon monoxide detector installed by Landlord, including removing any working batteries, so as to render the carbon monoxide detector inoperative; and
 - ix. comply with all covenants, rules, requirements, and the like which are in accordance with 25 Del.C. §§ 5511 and 5512 and which Landlord can demonstrate are reasonably necessary for the preservation of the property and persons of Landlord, other tenants, or any other person.

C. Maintenance Responsibilities by Written Agreement. Per 25 Del.C. § 5305(c):

- i. Landlord and Tenant may agree by a conspicuous writing, separate from this Agreement, that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling, but only if:
 - a. the particular work to be performed by Tenant is for the primary benefit of the Premises; and
 - b. the work is not necessary to bring a noncomplying rental unit into compliance with a building or housing code, ordinance, or the like; and
 - c. adequate consideration (apart from any provision of this Agreement) or a reduction in the rent is exchanged for Tenant's promise. In no event may Landlord treat any agreement under this subsection as a condition to any provision of this Agreement; and
 - d. the agreement of the parties is entered into in good faith and is not for the purpose of evading an obligation of Landlord.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has

examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system. Per 25 Del.C. § 5509, Tenant shall have the right to install a new lock at Tenant's cost, on the condition that:

- i. Tenant notifies Landlord in writing and supplies Landlord with a key to the lock;
- ii. the new lock fits into the system already in place; and
- iii. the lock installation does not cause damage to the door.

C. **Tenant's Obligation Relating To Defective Conditions.** Per 25 Del.C. § 5505, Tenant shall report in writing to Landlord as soon as is practicable any defective condition of the Premises which comes to Tenant's attention and which Tenant has reason to believe is the duty of Landlord or of another tenant to repair. Tenant shall be responsible for any liability or injury resulting to Landlord as a result of Tenant's failure to timely report such condition.

D. **Tenant's Repair and Deduct Remedy.** Per 25 Del.C. § 5307:

- i. If Landlord fails to repair, maintain, or keep in a sanitary condition the Premises or perform in any other manner required by statute, code or ordinance, or as agreed to in this Agreement; and, if after being notified in writing by Tenant to do so, Landlord:
 - a. fails to remedy such failure within 30 days from the receipt of the notice; or
 - b. fails to initiate reasonable corrective measures where appropriate, including, but not limited to, the obtaining of an estimate of the prospective costs of the correction, within 10 days from the receipt of the notice;

then Tenant may immediately do or have done the necessary work in a professional manner. After the work is done, Tenant

may deduct from the rent a reasonable sum, not exceeding \$200, or 1/2 of one month's rent, whichever is less, for the expenditures by submitting to Landlord copies of those receipts covering at least the sum deducted.

- ii. In no event may Tenant repair or cause anything to be repaired at Landlord's expense when the condition complained of was caused by the want of due care by Tenant, a member of the Tenant's family, or another person on the Premises with Tenant's consent. If Tenant is otherwise delinquent in the payment of rent, Tenant may not take advantage of the remedies provided in this section. Tenant is liable for any damage to persons or property where such damage was caused by Tenant or by someone authorized by Tenant in making said repairs.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.** Per 25 Del.C. § 5511:

- A. Tenant and all others in the Premises with the consent of Tenant shall obey all obligations or restrictions, whether denominated by Landlord as "rules," "regulations," "restrictions," or otherwise, concerning Tenant's use, occupation, and maintenance of the Premises, appurtenances thereto, and the property of which the Premises is a part, if:
 - i. such obligations and restrictions promote the health, safety, quiet, private enjoyment or welfare, peace and order of the tenants; promote the preservation of Landlord's property from abuse; and promote the fair distribution of services and facilities provided for all tenants generally; and
 - ii. such obligations and restrictions are brought to the attention of Tenant at the time of Tenant's entry into this Agreement to occupy the Premises; and
 - iii. such obligations and restrictions are reasonably related to the purpose for which they are promulgated; and
 - iv. such obligations and restrictions apply to all tenants of the property in a fair manner; and
 - v. such obligations and restrictions are sufficiently explicit in the prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply;

and

- vi. such obligations or restrictions, if not made known to Tenant at the commencement of tenancy, are brought to the attention of Tenant and if said obligations work a substantial modification of this Agreement they have been consented to in writing by Tenant.

- B. All tenants and other guests of the Premises with the consent of Tenant shall conduct themselves in a manner that does not unreasonably interfere with the peaceful enjoyment of the other tenants.

23. LANDLORD'S REMEDIES RELATING TO BREACH OF RULES AND COVENANTS. Per 25 Del.C. § 5513:

- A. If Tenant breaches any rule or covenant which is material to this Agreement, Landlord shall notify Tenant of such breach in writing, and shall allow at least seven days after such notice for remedy or correction of the breach. This section shall not apply to late payment of rent which is covered under 25 Del.C. § 5502.

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

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

- iii. If Tenant's 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, Landlord may terminate this Agreement and bring an action for summary possession.

- B. When a breach by Tenant causes or threatens to cause irreparable harm to any person or property, or 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, Landlord may, without notice, remedy the breach and bill Tenant as provided in subsection (A) of this section; immediately terminate this Agreement upon notice to Tenant and bring an action for summary possession; or do both.

- C. Upon notice to Tenant, Landlord may bring an action or proceeding for waste or for breach of contract for damages suffered by Tenant's willful or negligent failure to comply with Tenant's responsibilities under the preceding section. Landlord may request a forthwith summons.
24. **EXTENDED ABSENCES.** Per 25 Del.C. § 5506, Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days no later than the first day of such absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
25. **ABANDONMENT.** Per 25 Del.C. § 5507:
- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant wrongfully quits the Premises and unequivocally indicates by words or deeds Tenant's intention not to resume tenancy.
- B. **Mitigation of Damages.** If Tenant abandons the Premises, Tenant shall be liable for the *lesser* of the following:
- i. the entire rent due for the remainder of the Agreement Term and expenses for actual damages caused by Tenant (other than normal wear and tear) which are incurred in preparing the Premises for a new tenant; or
 - ii. all rent accrued during the period reasonably necessary to re-rent the Premises at market rate; plus the difference between such market rate and the rent agreed to in this Agreement; plus expenses incurred to re-rent; plus repair damage caused by Tenant (beyond normal wear and tear); plus a reasonable commission, if incurred by Landlord for the re-renting of the Premises. In any event, Landlord has a duty to mitigate damages.
- C. **Personal Property.** If there is no appeal from a judgment granting summary possession under subsection (A), Landlord may immediately remove and store, at Tenant's expense, any and all items left on the Premises by Tenant. Seven days after the appeal period has expired, the property shall be deemed abandoned and may be disposed of by Landlord without further notice or liability.
26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per 25 Del.C. § 5509, Tenant shall not unreasonably withhold consent for Landlord to enter into the Premises in order to inspect the Premises; make necessary repairs, decorations, alterations or improvements; supply services as agreed to; or exhibit the Premises to prospective purchasers, mortgagees, or tenants. Landlord shall not abuse this right of access nor use it to harass Tenant. Landlord shall give Tenant at least **48 hours' notice** of Landlord's intent to enter, except for repairs requested by Tenant, and shall enter only between 8:00 a.m. and 9:00 p.m. As to prospective tenants or purchasers only, Tenant may expressly waive in a signed addendum to the rental

agreement or other separate signed document the requirement that Landlord provide 48 hours' notice prior to the entry into the Premises. In the case of an emergency Landlord may enter at any time. Tenant shall permit Landlord to enter the Premises at reasonable times in order to obtain readings of meters or appliances for measurement of utility consumption in accordance with 25 Del.C. § 5312. Per 25 Del.C. § 5510, Landlord shall be liable to Tenant for any theft, casualty, or other harm proximately resulting from an entry into the Premises by Landlord, Landlord' employees or agents, or with Landlord's permission or license:

- A. when Tenant is absent and has not specifically consented to the entry;
 - B. without the Tenant's actual consent when Tenant is present and able to consent; and
 - C. in any other case, where the harm suffered by Tenant is due to Landlord's negligence.
27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Per 25 Del.C. § 5508, Landlord's consent shall not be unreasonably withheld. In any proceeding under this section to determine whether or not consent has been unreasonably withheld, the burden of showing reasonableness shall be on Landlord. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release. Tenant may terminate this Agreement before the end of the Agreement Term per 25 Del.C. § 5314.
29. **PROTECTION FOR VICTIMS OF DOMESTIC ABUSE, SEXUAL OFFENSES AND/OR STALKING.** Per 25 Del.C. § 5316, Landlord may not pursue any action for summary possession, demand any increase in rent, decrease any services, or otherwise cause Tenant to quit a rental unit where Tenant is a victim of domestic abuse, sexual offenses, or stalking, and where Tenant has obtained or has sought assistance for domestic abuse, sexual offenses, or stalking from any court, police, medical emergency, domestic violence, or sexual offenses program or service. If Tenant is otherwise delinquent in the payment of rent, Tenant may not take advantage of the protection provided in this section.
30. **GROUNDS FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental

application;

- iii. the Premises is a single room in certain buildings and Tenant violates a rule or regulation, per 25 Del.C. § 5512;
- iv. Tenant causes or threatens to cause irreparable harm to any person or property, or Tenant is convicted of a class A misdemeanor or felony during the term of this Agreement, per 25 Del.C. § 5513(a)(3); or
- v. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. Landlord fails to substantially conform to this Agreement, or if there is a material noncompliance with any code, statute, ordinance, or regulation governing the maintenance or operation of the Premises, per 25 Del.C. § 5302;
- ii. there exists any condition which deprives Tenant of a substantial part of the benefit or enjoyment of Tenant's bargain, Tenant has notified Landlord in writing of the condition, and Landlord did not remedy the condition within 15 days following receipt of notice, per 25 Del.C. § 5306;
- iii. Landlord fails to provide hot water, heat, water, or electricity to Tenant, or fails to remedy any condition which materially deprives Tenant of a substantial part of the benefit of Tenant's bargain, per 25 Del.C. § 5308;
- iv. the Premises or any other property or appurtenances necessary to the enjoyment thereof are damaged or destroyed by fire or casualty to an extent that enjoyment of the Premises is substantially impaired, and such fire or other casualty occurs without fault on the part of Tenant, per 25 Del.C. § 5309;
- v. Landlord removes or excludes Tenant from the Premises except under color of a valid court order, per 25 Del.C. § 5313;
- vi. Tenant qualified for early termination, per 25 Del.C. § 5314; or
- vii. Landlord makes repeated demands for unreasonable entry or any actual entry which is unreasonable and not consented to by Tenant, per 25 Del.C. § 5510; or
- viii. otherwise provided by law.

31. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord

shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
37. **ATTORNEY'S FEES.** Per 25 Del.C. § 5111, no provision in this Agreement may provide for the recovery of attorneys' fees by either party in any suit, action, or proceeding arising from the tenancy.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Per 25 Del.C. § 5105, Landlord shall

provide Tenant with an executed copy of this Agreement.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}