

**LINDEN GREEN CONDOMINIUMS RESIDENTIAL LEASE**

BY THIS AGREEMENT made and entered into on \_\_\_\_\_ between \_\_\_\_\_ (Lessor), and \_\_\_\_\_ (Lessee).

Lessor agrees to lease to Lessee the residential rental unit situated at \_\_\_\_\_, County of New Castle, State of Delaware together with all appurtenances, for a term of one year, to commence on \_\_\_\_\_, and to end on \_\_\_\_\_.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the rental unit the sum of \_\_\_\_\_ (\$\_\_\_\_\_) per month in advance of the first day of each calendar month beginning on \_\_\_\_\_, at \_\_\_\_\_, or at such other place as Lessor may designate.
2. **Fees.** Lessee agrees to pay a \$30.00 fee for each returned rent payment. Lessee agrees to pay a 5% late fee (\$\_\_\_\_\_) if the rent payment is received after the fifth (5<sup>th</sup>) day of the month. Should rent payment be returned for insufficient funds and is not immediately made good the privilege of paying by check will be terminated. When the privilege is terminated, all future rent payments must be in the form of a money order or certified funds. The occurrence of two (2) returned and/or late rent payments will be grounds for non-renewal of Lease.
3. **Eviction.** If the rent has not been paid by the 10<sup>th</sup> of the due month, then the Lessor shall have the right to file a court action for possession and once granted, to have Lessee, family and all personal possessions, evicted from the premises.
4. **Security Deposit.** On execution of this Lease, Lessee deposits with Lessor an amount equal to one month's rent, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessees of the terms hereof; and deposited in a federally insured banking institution within the State of Delaware. The Security Deposit will be returned to Lessee, without interest, within twenty (20) days after the expiration or termination of the Lease on the full and faithful performance of the terms of this Lease by Lessee. Security Deposit will be returned less deductions, as permitted by the Delaware Residential Landlord-Tenant Code, for such things as returned check fees, late fees, premises keys not returned or lost, rents due for premature termination or abandonment of this Lease by the Lessee, damages caused to the premises, and reimbursement for all reasonable expenses occurred in renovating and re-renting the premises caused by the premature termination of the Lease by the Lessee.
5. **Possession.** Should there be a delay in the delivery of possession by the Lessor, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, Lessee may void this Lease and receive a full refund of all deposits. Lessee shall not be liable for damages for delay in possession.
6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the rental unit for the agreed term.

- 7. Use of Premises.** The rental unit shall be used and occupied by Lessee exclusively as a private single-family residence, and neither the premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the property, during the term of the Lease.
- 8. Number of Occupants.** Lessee agrees that the rental unit shall be occupied by no more than \_\_\_\_\_ persons, consisting of \_\_\_\_\_ adults and \_\_\_\_\_ minor children, without the written consent of Lessor.
- 9. Condition of Premises.** Lessee stipulates that he/she has examined the rental unit, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, safe, clean, and tenable condition except as otherwise stated in writing to the Lessor per the attached "Property Condition Report".
- 10. Assignments and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall at Lessor's option, terminate this Lease.
- 11. Alterations and Improvements.** Lessee shall make no alterations to the buildings on the rental unit or construct any building or make other improvements on the rental unit without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the rental unit by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the rental unit at the expiration or sooner termination of this Lease.
- 12. Appliances.** Lessee agrees to use all such equipment as furnished by Lessor in accordance with the manufacturer's specifications and/or recommendations and the Landlord-Tenant Code. Lessee is fully responsible for damage to appliances caused by Lessee's misuse of negligence.
- 13. Damage to Premises.** If the rental unit, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his/her employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Leased premises may have been untenable; but, if the Leased premises should be damaged other than by Lessee's negligence or willful act of that of his/her employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end, and the rent shall be prorated up to the time of the damage.
- 14. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Also, at no time shall Lessee maintain a waterbed or fish-tank within the rental unit.

- 15. Utilities.** Lessee shall be responsible for arranging for and paying for all utility services and charges required on the premises, except for the following which will be paid by the Lessor: Basic Cable, Heat, Hot Water, Trash/Recycling removal, Sewer and Water.
- 16. Right of Inspection.** Lessor and his/her agent shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the rental unit for the purpose of inspecting the premises and all building and improvements thereon with 48-hours' notice.
- 17. Maintenance and Repair.** Lessee will, at his/her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the heating/ventilation/air conditioning unit(s) clean; keep the electric bells in order, keep the walks free from dirt and debris; and, at his/her sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect of that of his/her employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his/her employee, family, agent, or visitor, shall be the responsibility of Lessor or his/her assigns. Expenses or damage caused by stoppage of waste pipes or overflow of bathtubs, toilets, or washbasins caused by Lessee's conduct shall be the Lessee's responsibility. Lessee will notify Lessor of such maintenance and repair in writing. Lessee agrees that no signs shall be placed, or painting done on or about the leased premises by Lessee or at his/her direction.
- 18. Emergency Repair.** Emergency service calls must be reported to the Lessor immediately. If the Lessee requests the emergency service and the Lessor determines that the requested service was not an emergency the Lessee will be responsible for the full amount of any charges for such service.
- 19. Animals.** Lessee agrees to read and follow all community rules concerning household pets. Lessee shall keep no domestic or other animals on or about the leased premises without prior written permission from the Lessor and the Association Property Manager.

*Property Manager Review – Date and approval initials:* \_\_\_\_\_.

- 20. Display of Signage.** Lessee agrees that NO signage of any kind will be permitted to be placed on doors or in windows of the unit, including the usual "For Sale" or "For Rent" or "Vacancy" signs. During the last 45 days of the lease, Lessee will permit unrestricted access to the unit so that Lessor may show the property to prospective purchasers or tenants. Lessee will be provided with 48-hours advance notice of all showing dates and times.
- 21. Subordination of Lease.** This Lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the rental unit by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
- 22. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

- 23. Keys.** Lessor shall provide Lessee with keys to the property. If Lessee does not return the keys at the expiration of the Lease, or changes the locks, then the Lessee will be charged for the actual costs and a \$25.00 fee for the locks to be changed or re-keyed.
- 24. Termination.** This Lease may be terminated at the expiration of the lease term by giving the other party at least sixty (60) days written notice prior to the termination of the Lease. If Lessee wrongfully terminated this Lease prior to the natural expiration of Lease, Lessor will pursue all available legal remedies to recover all costs. The failure of Lessee or guests to comply with any term of this Lease is grounds for termination, with appropriate notice.
- 25. Early Termination.** Lessor may terminate this Lease before expiration of the original term by (a) giving a sixty (60) day written notice, which sixty-day period shall begin on the first day of the month following the day of the actual written notice; (b) paying all rents, fees and penalties due through date of termination and (c) paying an amount equal to one month's rent.
- 26. Holdover by Lessee.** Should Lessee remain in possession of the rental unit with the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 60 days' 'written notice served by either Lessor or Lessee on the other party, which sixty day period shall begin on the first day of the month following the day of the actual written notice.
- 27. Default.** If any default occurs in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default occurs in the performance of or compliance with any other term or condition hereof, the Lease, at the option of the Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
- 28. Abandonment.** If at any time during the term of this Lease Lessee abandons the rental unit or any part thereof, Lessor may, at his/her option, enter the rental unit by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his/her discretion, as agent for Lessee, re-let the rental unit, or any part thereof, for the whole or any part of the then expired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the expired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.
- 29. Diplomatic Clause.** Lessor has the right to terminate this Lease with Lessee by notifying Lessee in writing, ninety (90) days in advance of the Lessor intentions to re-occupy the residence as the Lessor personal residence, or upon offering the property for sale due to a reassignment to another location by the Lessor employee.

- 30. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease. No oral statements and/or agreements shall be binding. It is the intention of all parties here in that if any party of this Lease is invalid, for any reason, such invalidity shall not void the remainder of the Lease.
- 31. Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings \_\_\_\_\_ in these areas: \_\_\_\_\_. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 32. Lead Paint Disclosure.** "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." Lessor has no knowledge, reports or records of lead-based paint and/or lead-based paint hazards at the premises.
- 33. Notices.** Lessee agrees to send Lessor all notices required by this Lease in writing and shall be delivered by first class mail, certificate of mailing and/or via email.
- 34. Property Loss.** Lessor shall not be liable for damages to Lessee property of any type for any reason or cause whatsoever, where such is due to Lessor gross negligence. Lessee acknowledges that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, visitors, guests, etc.
- 35. Insurance.** Lessor is not responsible for any loss or damage to property owned by Lessee or guests unless resulting from Lessor intentional or negligent acts. Lessee is responsible to purchase renter's insurance for fire, extended coverage, and liability to cover accidental injury and damage or loss of personal property due to fire, theft and other similar events.
- 36. Indemnification.** Lessee releases Lessor from liability for and agrees to indemnify Lessor against losses incurred by Lessee as a result of (a) Lessee failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about residence or premises to the Lessee invitees or licensees or such person's property; (c) Lessee failure to comply with any requirements imposed by any governmental authority or agency; (d) judgment, lien, or other encumbrance filed against Lessee as a result of Lessee action.
- 37. Liens.** Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the premises and shall keep the premises free from any liens caused by Lessee failure to meet Lessee obligations.
- 38. Attachments.** Lessee agrees that they have been provided with a copy of each of the following:

- \* State of Delaware Landlord-Tenant Code Summary
- \* NCC Tenants Rights & Responsibilities Guide
- \* EPA Pamphlet “Protect Your Family From Lead in Your Home”
- \* Linden Green Community Rules
- \* Linden Green Residential Rental Agreement Addendum
- \* Property Condition Report

**39. Disclosures.** Lessee acknowledges that the Lessor has made the following disclosures:

- \_\_\_ Lead-Based Paint Disclosure EPA Pamphlet
- \_\_\_ Radon Gas Disclosure

**40. Community Property Manager.** The property manager for Linden Green Condominium is:

*COMMON CENTS PROPERTY MANAGEMENT, INC.*  
 501 SILVERSIDE RD, STE 38  
 WILMINGTON, DE 19809  
[info@cpmde.com](mailto:info@cpmde.com)  
 (302) 439-0545

**41. Read this entire Lease.** Lessee has read all the stipulations contained in the Lease, agrees to comply, and has received a copy thereof.

**42. Notice:** State law establishes rights and obligations for parties to rental agreements. This Lease is required to comply with the Truth in Renting Act or the applicable State Landlord Tenant Statute. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

IN WITNESS WHEREOF, the parties have executed this Lease the date first written above.

LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

LESSEE \_\_\_\_\_ DATE \_\_\_\_\_

LESSEE \_\_\_\_\_ DATE \_\_\_\_\_