

# DELAWARE LEASE AGREEMENT

## I. THE PARTIES

This Residential Lease Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Landlord:** \_\_\_\_\_ ("Landlord"), with a mailing address of:

\_\_\_\_\_  
\_\_\_\_\_

AND

**Tenant(s):** \_\_\_\_\_ ("Tenant").

## II. THE PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property ("Premises"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: Delaware Zip Code:

\_\_\_\_\_

Unit Number (if applicable): \_\_\_\_\_

The Premises consists of:

☐ A Single-Family Home

☐ An Apartment

☐ A Condominium

☐ A Townhouse

☐ Other: \_\_\_\_\_

### III. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term.** The lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the end of the term, this Agreement shall:

☐ Terminate.

☐ Convert to a month-to-month tenancy.

☐ **Month-to-Month.** The lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continue on a month-to-month basis until terminated by either party with proper notice required by Delaware law (Title 25, Section 5106).

### IV. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

\_\_\_\_\_ per month.

The rent is due on the \_\_\_\_\_ day of each month.

Rent shall be paid by the following method(s):

☐ Cash

☐ Check

☐ Electronic Transfer

☐ Other: \_\_\_\_\_

Rent payments shall be sent to the following address (if different from Landlord's address above):

\_\_\_\_\_  
\_\_\_\_\_

## **V. SECURITY DEPOSIT**

Pursuant to Delaware Residential Landlord-Tenant Code Title 25, Section 5514:

The Tenant shall pay a security deposit in the amount of \$

\_\_\_\_\_ .

(Note: For leases of one year or more, this amount may not exceed one month's rent).

### **Escrow Account Disclosure:**

In accordance with Delaware law, the security deposit will be held in a security deposit escrow account at a federally insured banking institution with an office that accepts deposits within the State of Delaware. The location of this account is:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

The Landlord shall return the security deposit to the Tenant within twenty (20) days after the expiration or termination of the lease, less any deductions for damages or unpaid rent, accompanied by an itemized list of damages.

## **VI. LATE CHARGES**

Pursuant to Delaware Residential Landlord-Tenant Code Title 25, Section 5501(d):

If rent is not paid within five (5) days after the due date, the Tenant shall pay a late fee. The late fee shall be:

\$ \_\_\_\_\_ (Note: This amount shall not exceed 5% of the monthly rent).

## **VII. UTILITIES AND SERVICES**

The parties agree that the responsibility for utilities and services shall be as follows:

### **Electricity:**

☐ Landlord   ☐ Tenant

### **Water:**

☐ Landlord   ☐ Tenant

### **Sewer:**

☐ Landlord   ☐ Tenant

**Gas/Heat:**

☐ Landlord   ☐ Tenant

**Trash Removal:**

☐ Landlord   ☐ Tenant

**Cable/Internet:**

☐ Landlord   ☐ Tenant

**Snow Removal:**

☐ Landlord   ☐ Tenant

**Lawn Care:**

☐ Landlord   ☐ Tenant

**VIII. OCCUPANTS**

The Premises shall be occupied only by the Tenant and the following individuals:

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Guests staying more than \_\_\_\_\_ days without the  
Landlord's written consent shall be considered a breach of this Agreement.

## **IX. PETS**

☐ **No Pets Allowed.**

☐ **Pets Allowed.** The Tenant is permitted to have the following pets:

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If pets are allowed, the Tenant shall pay a pet deposit of \$

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(Note: Pursuant to Title 25, Section 5514(i), a pet deposit may not exceed one month's rent, unless the tenant has a pet that causes damage to the property).

## **X. USE OF PREMISES**

The Tenant shall use the Premises for residential purposes only. The Tenant shall not use the Premises for any illegal activities or any purpose that violates any local, state, or federal laws.

## **XI. MAINTENANCE AND REPAIRS**

**Landlord's Obligations:** The Landlord shall maintain the Premises in good repair and habitable condition in accordance with Delaware Title 25, Section 5305, including maintaining electrical, plumbing, sanitary, heating, ventilating, and air-conditioning systems.

**Tenant's Obligations:** The Tenant shall keep the Premises clean and sanitary and shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises.

## **XII. RIGHT OF ENTRY**

Pursuant to Delaware Residential Landlord-Tenant Code Title 25, Section 5509:

The Landlord shall have the right to enter the Premises to inspect, make necessary repairs, or show the Premises to prospective tenants or buyers. The Landlord shall provide the Tenant with at least forty-eight (48) hours' notice prior to entry, except in cases of emergency or if it is impracticable to do so. Entry shall occur between 8:00 a.m. and 9:00 p.m.

### **XIII. LEAD-BASED PAINT DISCLOSURE**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

- ☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure form).
- ☐ In 1978 or later.

### **XIV. SUMMARY OF LANDLORD-TENANT CODE**

Pursuant to Delaware Title 25, Section 5118, the Landlord hereby provides, and the Tenant acknowledges receipt of, a summary of the Delaware Residential Landlord-Tenant Code as prepared by the Consumer Protection Unit of the Attorney General's Office.

### **XV. DEFAULT**

If the Tenant fails to pay rent or violates any other term of this Agreement, the Landlord may terminate this Agreement in accordance with Delaware law.

1. **Failure to Pay Rent:** If rent is unpaid, the Landlord may send a written notice allowing the Tenant at least five (5) days to pay or vacate (Title 25, Section 5502).
2. **Other Violations:** For violations other than non-payment of rent, the Landlord may provide

seven (7) days' written notice to cure the violation or the lease will terminate (Title 25, Section 5513).

#### **XVI. ADDITIONAL TERMS AND CONDITIONS**

Additional terms of this Agreement are:

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#### **XVII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, specifically the Residential Landlord-Tenant Code (Title 25, Part III).

#### **XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing and signed by both parties.

#### **XIX. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



**LANDLORD:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT (Second Tenant, if applicable):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

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**NOTARY ACKNOWLEDGMENT\*\***

State of Delaware

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,

\_\_\_\_\_ (Name of Notary), the undersigned Notary Public,

personally appeared \_\_\_\_\_ (Name of Landlord) and

\_\_\_\_\_ (Name of Tenant(s)), known to me (or proved to me

on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Seal)