

2523 West 18th Street
Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into on the date reflected below, by and between Michael & Danielle Nowaczyk (hereinafter (landlord full name) "Landlord") and _____ (hereinafter "Tenant"). For purposes of this Agreement, and with specific reference to all rental payments due under this agreement, Landlord's mailing address is _____ (landlord address). Landlord can be reached via telephone at (302) 778-3830 (landlord phone).

WHEREAS, Landlord is the fee owner of certain real property being, lying, and situated in New Castle County, Delaware, such real property having a street address of **2523 West 18th Street** (hereinafter referred to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sums and tenancy set forth herein, the covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of 6 MONTHS, such term beginning on (date) December 1, 2022 (lease start date), and ending at 12 o'clock midnight on (date) May 31, 2023 (lease end date).

2. **RENT.** The total rent for the term hereof is the sum of \$ 15,600.00 due (entire term rent = monthly rent * # months) and payable on the 1st day of each month of the term, in equal installments of \$ 2,600.00, the (monthly rent) first installment to be paid on the date of execution of this agreement. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. **DAMAGE DEPOSIT.** Tenant shall deposit with Landlord the sum of \$ 2,600.00, (deposit amount) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. In that the parties are continuing their relationship from the prior year, Landlord shall continue to maintain the deposit established at the execution of the prior lease agreement terminating May 31, 2023 (lease end date). Such deposit shall be returned to

Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. Landlord hereby notifies Tenant that said damage deposit shall be held in a "PNC Bank, NA" account. Further, a **pet damage deposit** shall be maintained by Landlord under the identical terms as the damage deposit, in the amount of **\$ 2,600.00**.
(pet deposit)

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let, or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, subletting, or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations (including painting) to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, or improvements built, constructed, or placed on the Premises by Tenants shall, unless otherwise provided by written agreement between Landlord and Tenants, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **INABILITY TO OCCUPY.** If Landlord is unable to give the Tenant actual possession of the Property at the beginning of the Lease for any reason not caused by Tenant, the Tenant shall have the choice of (1) ending the Lease and recovering rent and/or security deposit (without charge or interest) or any other consideration already paid, or (2) delaying the Lease up to thirty (30) days, until the Landlord is able to give possession.

9. **HAZARDOUS MATERIALS.** Tenants shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. It is expected that the gas, electric, and phone bills will be in

the name of the Tenant as of 12:01 AM, (lease start date) December 1, 2022.
(lease start date)

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Avoid littering in the Premises or on its grounds and promptly remove from the Premises all garbage and debris and place in trash cans, on designated trash days (Tuesdays and Fridays);
- (c) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (d) Not obstruct or cover the windows or doors;
- (e) Not leave windows, doors, or skylights in an open position during any inclement weather;
- (f) Provide all necessary maintenance to the lawn;
- (g) Be responsible for removing snow and ice from the sidewalk in front of and to the side of the Premises, as well as the front steps and porch area;
- (h) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony, nor air or dry any of same within any yard area or space;
- (i) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (j) Keep all air conditioning filters clean and free from dirt;
- (k) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (l) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb neighbors of the Premises;
- (m) Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with the peace and quiet of the Landlord, other tenants, or persons in the neighborhood;
- (n) Use safely all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in the Premises;
- (o) Do nothing to destroy, deface, damage or remove any part of the Premises or grounds;
- (p) Promptly notify Landlord of conditions which need repair;
- (q) Keep the Premises and any other part used by the Tenant as clean and safe as possible, make and pay for all necessary repairs due to abuse of facilities or neglect;
- (r) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto, which may be adopted or

promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenants up to the time of such injury or destruction of the Premises, Tenants paying rentals up to such date and Landlord refunding the security deposit and rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises his right to repair such untenable portion, the rental shall abate in the proportion that the injured part(s) bear to the whole Premises, and such part(s) so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement, and any renewal thereof, to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions, or alterations, as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and his agents shall further have the right to exhibit the Premises and to display the usual "for sale," "for rent," or "vacancy" signs on the Premises at any time within sixty day (60) days of the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules, or regulations affecting the Premises.

14. **INSURANCE PREMIUMS.** The Tenant agrees to do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance. If the Tenant causes an increase in insurance premiums on the Premises, and/or the building of which the Premises is a part, Tenant agrees to pay as "additional rent" such increase. Nonpayment of additional rent gives the Landlord the same rights against the Tenant as if the Tenant failed to pay the rent.

15. **KEY RETURN.** Upon vacating, Lessee must return all keys to the Lessor within 24 hours, or the first business day following vacating. Failure to do so will result in a penalty of \$25.00 per day for each successive day in which keys are not returned.

16. **SMOKE DETECTORS.** Tenant is responsible for testing, maintaining, and periodically testing the smoke detectors, including changing batteries when necessary.

17. **SUBORDINATION OF LEASE.** This Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances, and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances.

18. **TENANT'S HOLD OVER.** If Tenants remain in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy measured month-to-month shall be created between Landlord and Tenants which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at (\$ 2,700.00)
(month-to-month rent) per month and except that such tenancy shall be terminable upon sixty (60) days written notice served by either party.

19. **END OF TERM; TERMINATION OF LEASE.** At the end of the term or if permitted, earlier termination of this lease, the Tenant shall (a) leave the Premises clean, (b) remove all of the Tenant's property, (c) repair all damage caused by moving and (d) return the property to the Landlord in the same condition as it was at the beginning of the term except for normal wear and tear. Sixty (60) days written notice must be given to Landlord if the Tenant(s) intend to terminate the lease at the end of the year term.

20. **ANIMALS.** In the event that Tenants intend to keep animals or pets on or within the Premises, Tenants shall obtain the written consent of Landlord prior to bringing said pets or animals onto the Premises.

21. **QUIET ENJOYMENT.** Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

22. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenants, Tenants' family, guests, invitees, agents, employees, or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.

23. **INSURANCE AND LIABILITY.** Landlord is not responsible for any loss, injury, or damage to any person or property unless the loss, injury, or damage was caused by the Landlord's intentional act or negligence. Tenant shall insure Tenant's own property.

24. **DEFAULT.** If Tenants fail to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenants by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenants fail to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

25. **LATE RENTAL PAYMENTS AND RETURNED CHECKS.** Rental payments, which are remitted after the 5th of the month must be covered by certified check or money order. Returned checks cannot be re-deposited; they must also be covered by certified check or money

order. If a check is returned from the bank again, Lessor will require that Lessee remit future rent payments by certified check or money order. A "late fee" of Forty Dollars (\$40.00) shall be imposed upon Tenant for any payment hereunder that is not made within five (5) days of when due to Landlord. Tenant shall also pay an "additional fee" to Landlord in the amount of Forty Dollars (\$40.00) for any check that is returned to Landlord due to insufficient funds.

26. **LANDLORD REMEDIES.** If Tenant fails to pay rent or any other charges when due, or if Tenant violates any term or condition of this Lease, Landlord or Landlord's Agent may:

- (a) Terminate this Lease by giving the Tenant five (5) days written notice to vacate the Premises (this waives a Tenant's right to longer notice under Delaware's Landlord/Tenant Law);
- (b) Sue Tenant in court to recover possession of the Premises and evict Tenant(s) from the property at that time;
- (c) Sue Tenant in court for all damages including unpaid rent or any other charges due and owing, including all court costs and attorney's fees.

27. **ABANDONMENT.** If at any time during the term of this Agreement Tenants abandon the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenants for damages or for any payment of any kind whatsoever. Landlord may, at Landlord's discretion, as agent for Tenants, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenants liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenants, then Landlord shall consider any personal property belonging to Tenants and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

28. **COURT COSTS.** Should it become necessary for Landlord to employ an attorney, or to expend his own time and resources as an attorney, to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenants agree to pay any and all court costs, expenses and attorney's fees incurred by Landlord.

29. **RECORDING OF AGREEMENT.** Tenants shall not record this Agreement on the Public Records of any public office. In the event that Tenants record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

30. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through, and under the Laws of the State of Delaware.

31. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

32. **CONDEMNATION.** The government has the right to take private property. In the event the government takes this property from the Landlord, the Lease may end at the time the Landlord loses ownership of the Premises. If only part of the Premises is taken, the Tenant must vacate the Premises when notified. In the event this occurs, no further rent will be due.

33. **SALE OF THE PREMISES.** If the Landlord transfers the Premises, upon completion of the sale, Seller shall give written notice to Tenant specifying:

- (a) the name of the new Landlord;
- (b) address of new Landlord and/or Agent, if any;
- (c) telephone number of new Landlord and/or Agent;
- (d) where rent is payable;
- (e) that the security deposit, if any, has been assigned and transferred to the new Landlord. If such information is not available, check for security deposit shall be made out to Tenant and Buyer and sent to Tenant.

The Landlord and Landlord's representatives will then be released from all liability under this Lease as to events occurring after settlement and notice to the Tenant, including all liability to return the security deposit. If Landlord does not give the Tenant notice, Landlord shall be liable for any damage suffered by Tenant that is caused directly by the failure to give notice.

If Landlord transfers the Premises, Landlord shall require that any buyer or transfer agree in writing to assume all obligations of the Landlord under this Lease.

34. **TENANT EVICTION.** In the event Tenant is taken to court and evicted from the Premises, or in the event Tenant vacates the Premises voluntarily, Tenant will remove all property and return keys to the Landlord. In the event Tenant fails to remove all personal property within 30 days of the date of eviction, any personal property that remains will be considered abandoned by the Tenant. Landlord may then dispose of the personal property.

35. **SECURITY DEPOSITS.**

- A. At the time of the signing of the Lease, the undersigned Tenant shall pay to Landlord the sum equivalent to one month's rent as a security deposit to be held as security for damages or rental. After the second anniversary of this Lease, Tenant shall be entitled to interest on sums in excess of \$100 at the rate charged by savings and loan banks in the area, less a (1%) percent service charge. The security deposit and interest will be paid in accordance with state law provided the Tenant has complied with his/her/their obligations under this Lease.

When Tenant vacates the Premises and returns keys and other property of the Landlord, he/she/they should provide Landlord with the address of their new residence in writing.

- B. The security deposit will be returned to the Tenant no later than thirty (30) days from the date of the termination of this Lease provided that the Tenant has fully complied with all the terms and conditions of this Lease and has left the apartment in good, satisfactory and well-cleaned condition, wear and tear excepted.

- C. If the Landlord intends to deduct for physical damage to the Premises, Landlord shall provide to Tenant, not later than twenty (20) days from the end of this Lease, a list of physical damages and send the amount of the difference, if any, between the amount of the security deposit and the cost of repairing the physical damage.
- D. Tenant agrees to accept the dwelling and all of the furnishings and appliances as being in good and satisfactory condition unless a written statement of any objections is delivered to the Landlord within five (5) days after Tenant moves in. Tenant agrees that failure to file such a statement shall be proof that there were no defects in the Premises.

36. **NUISANCE BY TENANTS.** Tenant shall not permit any condition to exist, which allows for the breeding of roaches and/or similar bugs, insects, and rodents. Tenant shall be responsible for the cost of any repair made necessary by any act of the Tenant or Tenant's invitees and shall reimburse the Landlord within ten (10) days after Landlord submits a bill for the cost of such repair.

37. **CREDIT INFORMATION.** The credit information provided by Tenant shall be made part of this Lease. Any misrepresentation in these financial statements shall be considered a breach of this Lease for which an eviction action to recover possession may be started.

38. **CRIMINAL ACTS OF THIRD PARTIES.**

- A. Landlord is not responsible for physical security of the Premises or for the intentional or criminal acts of third parties on or near the Premises. Landlord does not accept responsibility to provide security guards, bars on the windows, or other similar security devices.
- B. All security problems should be immediately reported to the police.
- C. Residents are expected to act in a manner necessary to protect their own security or the security of their guests or families and may be responsible to other tenants and/or to the Landlord for acting in a manner, which jeopardizes the safety of other tenants, their guests, and/or invitees.

39. **ACCESS TO PREMISES/ LOCKS.**

- A. The Landlord and his employees and agents may enter the Premises upon giving reasonable notice to the Tenant for: 1) inspection, maintenance, repairs and improvements; 2) to show it to possible buyers, mortgage lender, contractors, and insurers; and 3) to show it to rental applicants.
- B. Tenant shall provide Landlord with a telephone number that he/she/they can be reached at during the day and evening. Tenant shall also provide Landlord with a telephone number of a relative or friend with whom Landlord can contact in the event of an emergency. It shall be adequate notice if Landlord shall leave a written request at the Premises at least twenty-four (24) hours prior to entry. It shall also be understood that a request for repair shall be authorization to enter the Premises to make that repair. At all times, Tenant shall provide Landlord with

key or keys to the Premises. Additional expenses incurred by Landlord as a result of Tenant's failure to provide keys and/or access to the Premises, included but not limited to additional scheduling costs, shall be the responsibility of the Tenant and shall also be seen as a breach of this Lease and grounds for eviction.

- C. The Tenant shall not change any locks or install any additional locks, nor make any alterations or changes to the existing door locks or hardware without the express written permission of the Landlord.
- D. The Landlord and his employees and agents may enter the Premises at any time, without notice to the Tenant, in the case of an emergency.
- E. At all reasonable times, Landlord, by himself or his duly authorized agents, may make repairs, alterations and additions to the premises or to the building of which the Premises is a part.

40. **ILLEGAL SUBSTANCES.** Any resident found to be in possession of, using, or selling any illegal substances or related paraphernalia may be subject to immediate eviction.

41. **LEAD-BASED PAINT.** "Every lessee of any interest in residential 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, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real property is required to disclose to the lessee the presence or absence of any lead-based paint and/or lead-based paint hazards. A comprehensive lead inspection or risk assessment for possible paint and/or lead-based paint hazards is recommended prior to lease."

The paragraph above means within ten (10) days from the final signing of this Lease, the Tenant can pay for a complete lead inspection and risk assessment of the rental property by a certified lead inspector. If the inspection reveals that lead-based paint or lead-based paint hazards are present in the rental property, the Tenant has:

- (a) Two (2) business days after receiving the report to end this Lease; AND
- (b) Tenant will get back all rents and security deposits paid to the Landlord.

If the Tenant does not end this Lease within two (2) days after getting the report, then the Tenant gives up the right to end this Lease.

42. **BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. In the event of the death of either the Landlord or Tenant, this Lease shall continue to the benefit of any heirs, executors, personal representatives, and successors of the parties.

43. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

44. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

45. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

46. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

47. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Michael & Danielle Nowaczyk .
(landlord name)
714 Blackshire Road .
(landlord street)
Wilmington, DE 19805 .
(landlord city, state, zip)

and same may be contacted via telephone at (302) 778-3830 (the provision of this telephone number does not authorize telephonic notice where written notice is otherwise required by this Agreement).

If to Tenant to:

(tenant name)

(tenant street)

(tenant city, state, zip)

48. **ENTIRE AGREEMENT.** This Lease represents the final and complete agreement between the Landlord and the Tenant. Any other agreements must be made in writing and signed by both the Landlord and the Tenant in order to be enforceable.

As to Landlord:

_____	_____
_____	_____
Michael & Danielle Nowaczyk	Date

As to Tenant:

_____	_____
Signature	Date

Tenant Name (print)	