

DELAWARE RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This Residential Lease Agreement (“Agreement”) is made on the undersigned date by and between:

Landlord’s Name: _____

Mailing Address: _____

Tenant’s Name: _____

Mailing Address: _____

2. **PROPERTY.**

Property Address: _____

- Type: Apartment House Condo Other: _____
- Bedroom(s): _____
- Bathroom(s): _____

3. **TERM.**

Standard Lease: Start Date: _____, End Date: _____.

Month-to-Month Lease: Start Date: _____ Termination: _____ Days’
Notice

4. **RENT.**

Monthly: \$ _____ due on the _____ day of each month

5. **SECURITY DEPOSIT**

None Deposit: \$ _____ returned within _____ days
after lease end.

6. **LATE FEE.**

None Fixed: \$ _____ per occurrence day

Interest: _____ % per annum.

7. **NSF FEE.**

None NSF Fee: \$ _____

8. **EARLY MOVE-IN.**

None Date: _____ Prorated Rent: \$ _____

9. **UTILITIES.**

Landlord pays: None _____

10. PETS.

None Allowed: _____ pets, Deposit: \$ _____
refundable non-refundable.

11. SUBLETTING.

Prohibited Allowed with Landlord's consent.

12. NOTICES.

Landlord: Address in Section 1 _____

Tenant: Property Address _____

13. OTHER TERMS AND DISCLOSURES.

- Lead Paint Disclosure Form - if built before 1978.
- Owner Identification - All agreements must state the name and address of person in charge.
- Abandonment – Tenants must give the landlord a notice if absent from property for a long period of time.

Additional Terms: _____.

14. MOVE-IN INSPECTION.

Not Required Move-In Inspection Required (document property condition at move-in)

15. PARKING.

None _____ Space(s) No Fee Fees: \$ _____.

16. APPLIANCES.

Included: Refrigerator Stove/Oven Washer/Dryer Other:

17. FURNISHINGS.

Not Furnished Furnished: Bedroom Kitchen Living Room

Other: _____.

18. RENTAL INSURANCE.

Not Required Required: Minimum Coverage \$_____

19. SMOKING POLICY.

No Smoking Smoking is Allowed

20. MAINTENANCE.

Landlord responsible for major repairs. Tenant responsible for minor repairs and reporting damages immediately.

21. DEFAULT.

If Tenant defaults on rent or other terms, Landlord may terminate the lease and take legal action.

22. TERMINATION.

Lease terminates on end date unless renewed.

Month-to-month with _____ days' notice for termination.

23. DISPUTE RESOLUTION

Any disputes will be resolved through binding arbitration.

24. MISCELLANEOUS

Tenant cannot make alterations without Landlord's consent. Both parties agree to comply with local laws.

25. RIGHT OF ENTRY

Landlord may enter the property with _____ hours' notice for maintenance, inspections, or emergencies, in accordance with Alabama law.

26. QUIET ENJOYMENT

Tenant has the right to enjoy the property peacefully, without interference from the Landlord or other tenants, provided local noise ordinances and property rules are followed.

27. SALE OF PROPERTY

In the event the property is sold, the lease will transfer to the new owner, and tenants will be notified of the new contact information.

28. MILITARY CLAUSE

If the tenant is active military and receives orders to relocate or is deployed for more than 90 days, they may terminate the lease without penalty, in line with the Servicemembers Civil Relief Act.

29. HAZARDOUS MATERIALS

Tenant agrees not to store hazardous or flammable materials (e.g., gasoline, fireworks) on the premises.

30. RESIDENTIAL USE ONLY

The property is for residential use only. No business may be operated from the premises without prior written consent from the Landlord.

31. ENTIRE AGREEMENT

This document constitutes the entire lease agreement between the parties. No other agreements, verbal or written, shall be binding unless included here or in an addendum signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord Signature: _____ Date: _____

Print Name: _____ Date: _____

Tenant Signature: _____ Date: _____

Print Name: _____ Date: _____

Tenant Signature: _____ Date: _____

Print Name: _____ Date: _____

AMOUNT DUE AT SIGNING

First (1st) Month's Rent: \$ _____

Security Deposit: \$ _____

Early Move-in (Proration Amount): \$ _____

Pre-Payment of Rent: \$ _____

Parking Fee: \$ _____

Pet Deposit: \$ _____

Total Amount Due: \$ _____

DELAWARE DISCLOSURE FORMS

1. **Landlord-Tenant Code** – A copy of the “Summary of the Delaware Residential Landlord-Tenant Code,” created and shared by the Consumer Protection Unit of the Delaware Attorney General.
2. **Lead-Based Paint Disclosure Form** – If the residential unit was built before 1978, you must state whether or not it has lead-based paint.
3. **Owner/Agent Disclosure** – The landlord must include the property owner’s information in the lease.
4. **Bed Bug Disclosure** – Landlords/owners must disclose any bed bug infestations and any bed bug treatments within the 60 days before the lease start date.
5. **Right to Legal Representation** – If tenants have the right to use a “Coordinator,” it means they can access volunteer legal services.