

# Harbor Club Apartments

[www.harborclubapts.net](http://www.harborclubapts.net)

## RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made the \_\_\_ day of \_\_\_, 2009\_ by and between Harmony Mill L. P. / Harbor Club Apartments; 26 Cheswold Blvd. Apt. 2A, Newark DE 19713 (Hereinafter called "Landlord")

AND

\_\_\_\_\_ Hereinafter called ("Tenant")

WITNESSETH THAT: Landlord does hereby demise and let unto Tenant the apartment flat located in Building # \_\_\_\_\_ Unit # of the complex known as Harbor Club Apartments, Cheswold Blvd., Newark, DE 19713, containing \_ Bedroom(s) and Bathroom(s) to be used and occupied as living apartment only by a maximum of persons and for no other purpose for a

TERM OF Months \_\_\_\_\_ and \_\_\_\_\_ Days

COMMENCING on the \_\_\_\_\_ Day of \_\_\_\_\_ 2007 and

EXPIRING on the \_\_\_\_\_ Day of \_\_\_\_\_ 2008 \_\_\_\_\_ for the

TOTAL RENTAL of the entire term of \$ \_\_\_\_\_ which is the sum of

PRORATED RENT for the period from \_\_\_\_\_ to \_\_\_\_\_ of \$ \_\_\_\_\_ AND

12 EQUAL monthly installments of \$ \_\_\_\_\_ which are due and payable on the first day of each month.

A SECURITY Deposit in the amount of \$ \_\_\_\_\_ has been paid by Tenant to Landlord.

Utilities Furnished and paid by Landlord: Heating Fuel, Water, Hot Water, Sewer.

Utilities Furnished and paid by Tenant: Electricity, Telephone, Cable TV. Service.

Appliances furnished by Landlord: Refrigerator, Dishwasher, Range, Range Hood, Garbage Disposal, Microwave Oven; all of which shall remain the property of Landlord and Tenant agrees to leave same clean and in operational order, normal wear and tear excepted, upon termination of this Rental Agreement and/or any renewal or extension thereof.

This Rental Agreement contains Addendum which are attached to and made a part of this agreement in accordance with the terms and conditions herein contained.

**1. DESCRIPTION AND USE OF RENTAL UNIT** - Landlord has let the rental unit set forth on this rental agreement in its present condition and is under no duty to make any repairs or alterations except as provided in this rental agreement or required by law. Tenant shall use this rental unit only as a residence and for no other purpose.

**2. TERMS OF RENTAL AGREEMENT** - Unless further extended or sooner terminated as hereinafter provided, the term of this rental agreement shall be as set forth on page one (1) of this rental agreement. Either Landlord or Tenant may terminate this rental agreement at the end of said term by giving to the other party written notice thereof at least sixty (60) days prior thereto, but in default of such notice, this rental agreement shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof for a further period of one (1) month, and so on from month to month unless or until terminated by either party giving the other sixty (60) days written notice of termination previous to expiration of the then current term; provided, however, that should this rental agreement be continued for a further period under the terms herein above mentioned, any allowances given Tenant on the rent during the original term shall not extend beyond such original term; and further provided, however, that if Landlord shall have given such written notice prior to the expiration of any term hereby created, of its intent to change the terms and/or conditions of this rental agreement, and Tenant shall not, within Thirty (30) days from the date of such notice, notify Landlord of Tenant's intention to vacate the rental unit at the end of the then current term, Tenant shall be considered as Tenant under the terms and conditions mentioned in such notice for a further term as provided, or for such further term as may be stated in said notice.

**3. RENTAL PAYMENT** - Tenant shall pay rental for the entire term of this rental agreement in equal monthly installments, as set forth on page one (1) of this rental agreement, without demand at the office of the Landlord or at such other place as the Landlord may hereafter designate. The first month's rental shall be apportioned so as to fall on the first day of each month, and henceforth the rental shall be due on that date.

As additional rent, Tenant shall pay a late service fee equal to Five (5%) percent of the monthly rent upon failure to pay the rental installment within Five (5) Days after the same is due. If a check or bank draft rendered by the Tenant as payment of rent is returned by the bank unpaid for any reason, the Tenant will pay a returned check fee of TWENTY FIVE (\$25.00) DOLLARS for each returned check or bank draft, plus any late service fees which may become due.

**4. CHARGES PAYABLE BY TENANT AS ADDITIONAL RENTAL; UTILITIES** - (a) Upon presentation of bills therefore by Landlord, Tenant agrees to pay Landlord additional monthly rental reflecting increases in expenses and/or taxes for the rental project as a whole under the following guidelines:

1. Expenses (which include, but not limited to water, sewer, electricity, fuel oil, natural gas, labor, supply, contract, and maintenance costs) shall be those usually taken under generally accepted accounting principles, excluding any depreciation charges or income taxes attributed to the rental project or the revenue therefrom.

2. Increases in the monthly rental expenses shall be based on the Tenant's proportionate share of the total increase in the costs of expense items based upon the ratio of the rental paid for this rental unit to the total rental roll for the rental project of which the rental unit is a part.

3. Increases in the monthly rental due to increase in taxes shall be based on the prorated share of any increase in real estate taxes over the current year within which this rental agreement commenced, based upon the ratio of the rental paid for this rental unit to the total rental roll for the rental project of which said rental unit is a part.

4. Landlord shall be the exclusive judge as to whether or not any increase in the cost of expense items or real estate taxes is sufficiently substantial to justify any such increase in rents, and also to the extent of the increase.

(b) Tenant shall be responsible for any service calls to said unit by Landlord for (but not limited to) replacement of fuses or resetting of circuit breakers, stopped-up drains or sewers, lost keys, or any other expense incurred by Landlord as a result of Tenant's action or negligence.

(c) Landlord has furnished the rental unit with facilities to provide tenant with those utilities and appliances as set forth on the first page of this rental agreement. It is understood and agreed that Tenant shall pay all charges for said utilities and appliances operation during the term of the rental agreement and that Landlord shall not be responsible for any interruption or curtailment of any such utilities provided that Landlord exercises reasonable diligence to remedy any such failure.

**5. SECURITY DEPOSIT** - Tenant is obligated to pay, in advance, a security deposit in the amount set forth on the first page of this rental agreement, which shall be held in a security account in PNC Bank, Wilmington DE and applied by Landlord in accordance with the law. In the event that the rental agreement is assigned by the Landlord, the Landlord shall have the right to transfer the security deposit to the assignee and Landlord will notify Tenant, in writing, of any such assignment.

**6. NO SUBLETTING OR ASSIGNMENT OF RENTAL AGREEMENT** - Tenant shall not sublet, assign, mortgage, or pledge this rental agreement, nor permit any person, firm, or corporation to occupy the rental unit other than those persons set forth on the rental application and/or the first page of this rental agreement.

**7. NOTICE OF EXTENDED ABSENCE** - Tenant shall, no later than the first day of any such absence, notify the Landlord, in writing, of any anticipated absence from the rental unit for more than five (5) days.

**8. NO LIABILITY FOR LOSS OR DAMAGE TO TENANT'S PERSON OR PROPERTY; INDEMNITY OF LANDLORD** - Tenant agrees to be solely responsible for any and all loss or damage to Tenant's person or property or to the property of any other person, or property which may be situated in the rental unit during the term of this rental agreement or any renewal or extension thereof, including (but not limited to) any loss by water, fire, or theft in and about the rental unit and storage areas (if any), negligence of Landlord, its servants, agents and employees. Tenant further agrees to procure and maintain adequate content and liability insurance to afford protection to himself against the risks herein assumed. In addition, Tenant agrees to indemnify and save Landlord harmless from any and all loss occasioned by Tenant's breach of any of the covenants, terms and conditions of this rental agreement, or caused by Tenant's family, invites, guests, visitors, agents or employees.

**9. SUBORDINATION** - This rental agreement is subject to and subordinate to any rental agreement or other arrangement or right to possession under which Landlord is in control of the rental unit or the building of which the rental unit is a part, to the rights of the owner(s) thereof, to the rights of the Landlord's Landlord (if any) and to any and all mortgages and other encumbrances now or hereafter placed upon the rental unit or the building of which the rental unit is a part; and Tenant hereby expressly agrees that if Landlord's tenancy, control, or right of possession shall terminate or expire, by forfeiture or otherwise, then this rental agreement shall thereupon immediately terminate and the Tenant shall thereupon give immediate possession and agrees to waive any and all claims for damages or otherwise by reason of such termination.

**10. NO WAIVER BY LANDLORD** - Neither the failure of the Landlord to insist upon the strict and prompt performance of all of the terms and conditions of this rental agreement, nor the acceptance by the Landlord of such performance thereafter shall be considered or construed as a waiver or relinquishment of Landlord's rights and Landlord may enforce same in strict accordance with the rental agreement in the event of any continuing or subsequent default on the part of the Tenant.

**11. SURRENDER OF THE RENTAL UNIT** - On the last day or sooner termination of this agreement, Tenant shall surrender the rental unit in good condition and repair (reasonable wear and tear and damage by acts of God or fire excepted). If the Tenant, upon removing himself and other occupants from the rental unit at the termination of this rental agreement, fails to remove all of Tenant's property from the rental unit or storage areas which may have been gratuitously provided by Landlord, Landlord shall have the right to remove and store the same at Tenant's expense for a maximum of thirty (30) days. At the end of said thirty (30) period, if Tenant has failed to claim said property and to reimburse the Landlord for the expense of removal and storage, said property and possessions shall be deemed abandoned and may be disposed of by the Landlord without further notice or obligation to the Tenant. In addition, Tenant agrees to pay Landlord a sum equal to twice the monthly rent under the previous rental agreement, computed and prorated on a daily basis, for each day he or his property remain in the rental unit or storage areas.

**12. CONDEMNATION** - (a) In the event that the rental unit, or any part thereof is taken or condemned for a public or quasi-public use, this rental agreement shall, as to the part so taken, terminate as of the date title to or possession of the rental unit shall vest in the condemnor, whichever date Landlord may elect, and rent shall abate in proportion to the square feet of leased space so taken or condemned, or shall cease if the entire rental unit is so taken. In the event of any total or partial taking Tenant waives all claims as against the Landlord and as against the condemning authority, and Tenant agrees not to make any claim for the value of the leasehold by reason of such complete or partial taking. It is further agreed that Tenant shall not be entitled to any notice whatsoever from Landlord for the partial or complete termination of this rental agreement by reason of such taking or condemnation.

(b) If the rental unit herein demised, or any part thereof or the building of which the rental unit is a part or any part thereof, are condemned or declared unsafe by any duly constituted authority having the power to make such condemnation or such declaration or are the subject of a violation notice or a notice requiring repairs or construction by any such authority, Landlord, at Landlord's sole election, may cancel and terminate this rental agreement, and in the event Landlord elects to so cancel and terminate this rental agreement, Tenant shall, upon notice from Landlord, immediately surrender said rental unit to Landlord and this rental agreement shall terminate and the rent reserved shall be apportioned as of the date of such terminating. In such event, Tenant waives all claims as against Landlord and as against the authority or party making said condemnation or declaring said rental unit or any part thereof, or the building of which the rental unit is a part or any part thereof, unsafe, or giving the violation or other notice as aforesaid, and it is agreed that Tenant shall make no claim by reason of the required surrender of said rental unit.

**13. RENTAL APPLICATION INCORPORATED INTO RENTAL AGREEMENT** - Tenant acknowledges that he has delivered to Landlord, prior to date hereof a rental application. Tenant represents that all information set forth therein is true and correct to the best of his information and belief, and Tenant further agrees that said rental application, (copy hereto attached), shall be deemed to constitute part of this rental agreement as if set forth herein, and that Tenant will inform Landlord from time to time of any changes in the information set forth therein promptly as such changes may occur.

#### **14. ENTIRETY OF RENTAL AGREEMENT AND SEVERABILITY**

This rental agreement, and the rental application incorporated by reference and attached, represent the entire agreement between the

parties hereto, and shall be binding upon the respective heirs, executors, administrators, successors, assigns and agents of the Landlord and Tenant. There are no collateral or oral agreements or understandings, and this rental agreement shall not be modified in any manner whatsoever except by an instrument in writing executed by the parties. If any term or provision of this rental agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this rental agreement, or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each term and provision of this rental agreement shall be valid and be enforced to the fullest extent permitted by law.

**15. LANDLORD'S RULES AND REGULATIONS** - Tenant agrees to abide by the Rules and Regulations of Landlord concerning the use, occupancy, and maintenance of the rental unit attached hereto and made a part hereof as Exhibit "A", and such modifications thereof or additions thereto which, in the sole judgment of the Landlord, may be necessary, desirable, or expedient for promoting the convenience, safety, quiet and private enjoyment or welfare of the Tenants of the property, or for the preservation of the Landlord's property from abusive use, or for the fair distribution of services and facilities held out for the Tenants generally. Such rule or regulation when communicated by Landlord to the Tenant in writing shall become a part of this rental agreement. If by reason of failure of Tenant to comply with any of the provisions of such Rules and Regulations, the Landlord shall suffer or incur any expense or increase in insurance premiums. Tenant shall, in addition to promptly correcting such noncompliance, forthwith reimburse and pay, as additional rent, to Landlord such expense and such increased premiums. It is further understood that Tenant's failure to comply with any such Rule or Regulation shall entitle Landlord to terminate this rental agreement upon thirty (30) day written notice from the Landlord to the Tenant of Landlord's intent to take such action.

**16. SUMMARY OF LANDLORD-TENANT CODE / NEW CASTLE COUNTY TENANTS' RIGHTS & RESPONSIBILITIES GUIDE** Tenant, in executing this rental agreement, hereby acknowledges receipt of a summary of the Landlord-Tenant Code prepared by the Attorney General of the State of Delaware, said summary of which is attached hereto and made a part hereof as Exhibit "B". It is agreed by the Landlord and Tenant that the rights, obligations and remedies contained in this Code are hereby incorporated by reference into this rental agreement, and shall be binding upon the parties. Tenant further acknowledges receipt of the New Castle County Tenants' Rights and Responsibilities Guide. Landlord agrees to keep copies of the entire Landlord-Tenant Code at the office of Landlord and to make them available for consultation by Tenant during Landlord's normal office hours.

**17. TENANT / HOMEOWNER INSURANCE** - Tenant shall obtain and maintain, for the entire term of the rental agreement and any subsequent extensions or renewals thereof, a Tenant/Homeowner insurance policy with sufficient coverage to provide adequate protection against loss of Tenant's personal property and personal injury claims which may be brought by guests, invites, visitors, servants, agents, or employees of Tenant.

Tenant, by his/their signature below hereby acknowledges that Tenant has received, and read, the above Lease agreement, Exhibit "A" (Rules and Regulations), Exhibit "B" (Summary Landlord Tenant Code), New Castle County Tenants' Rights and Responsibilities Guide, and further understands and agrees that any violation of the terms and conditions or rules and regulations shall entitle Landlord to terminate the foregoing rental agreement in accordance with the terms and conditions therein contained.

Landlord and Tenant agree for themselves, their respective heirs and successors and assigns to the terms and conditions set forth herein and, in witness whereof, this rental agreement has been duly executed by Landlord and Tenant the day and year first above written.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Landlord/Agent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant/Co-Signer

## EXHIBIT "A"

### LANDLORD'S RULES AND REGULATIONS CONCERNING USE, OCCUPANCY, AND MAINTENANCE OF THE RENTAL UNIT, APPURTENANCES THERETO, AND THE BUILDING(S) AND GROUNDS OF WHICH THE RENTAL UNIT IS A PART.

Tenant agrees that Tenant, members of his family, guests, invites, agents, servants, or licensees shall:

- (1) Use the Laundry and drying equipment and/or facilities on such days and at such hours as Landlord may from time to time designate. Such equipment shall be used only for washing and drying of clothes. The drying or airing of clothes or other articles outside of the rental building(s), from windows, on the grounds, in the corridors, on racks or otherwise is prohibited. The use of tints or dyes in the equipment is also prohibited. Mutual cooperation among all residents is urged.
- (2) Comply with moving hours and conditions as established by the Landlord. All packing cases, barrels, boxes and other containers used in moving must be removed by Tenant in accordance with Landlord's instructions and in no event shall these items be placed in the regular trash dumpsters which are placed throughout the complex. Moving or Delivery vans, trucks, cars and/or other vehicles are not permitted to cross the curbs, sidewalks, or lawns, and must load and unload from the streets, cartways or parking areas.
- (3) Abide by the directions of Landlord for the proper operation of heat, ventilation and air conditioning equipment.
- (4) Dispose of garbage, trash, and waste matter in such manner and at such places as Landlord may direct. Individual trash and garbage containers are not permitted to be placed in any common corridor, laundry room, or outside of the rental buildings. No Tenant shall dispose of garbage, trash, and other waste except in those containers provided by Landlord at various locations on the property.
- (5) Not play or permit to be played any musical instrument, television, radio, stereo, or other noise creating device between the hours of 10:30 P.M. and the following 8:30 A.M. if same shall disturb or annoy other residents or neighbors.
- (6) Not obstruct the corridors, walks, passages, stairways, porches, entrances, or any other place, in the buildings of which the rental unit is a part, in any way whatsoever or obstruct the sidewalks or entrances in front of or leading to the buildings of which the rental unit is a part.
- (7) Not exhibit or cause or allow to be exhibited the name of the Tenant in any place except as may be provided by the Landlord for such purpose.
- (8) Not place any sign, notice, legend or advertising of any manor whatsoever on any part of the buildings of which the rental unit is a part or upon any door or window thereof.
- (9) Not make or permit to be made any disturbing noises in or about the rental unit, common areas, and grounds, nor engage in behavior which is socially unacceptable or which is likely to confer risk of physical harm to other occupants, or illegal conduct of any sort, or loud, boisterous behavior, or conduct which interferes with the rights, comforts or convenience of other residents or neighbors.
- (10) Not bring anything to or keep anything in the rental unit or the building(s) of which the rental unit is a part, or commit or allow to be committed any act objectionable to the fire or other hazard insurance companies whereby the fire or other insurance on the rental unit or any part thereof or the building(s) of which the rental unit is a part shall become void, suspended, or rated as a more hazardous risk than the date of the execution of this rental agreement.
- (11) Not make any alteration, improvement, or addition to the rental unit or the building(s) of which the rental unit is a part without the prior written consent of the Landlord, and any alterations, improvements, or additions made with the Landlord's written consent shall be removed by Tenant and the rental unit restored to the same good order and condition in which it now is, all at the sole cost and expense of the Tenant. Should Tenant fail to do so, Landlord may do so and collect the cost and expense thereof from Tenant as additional rent.
- (12) Not bring into or keep upon or permit to be brought onto or kept in the rental or the building(s) of which the rental unit is a part any explosive or obnoxious substance.
- (14) Not shake or hang from any window, door or balcony, any carpet, rug, bed clothing, or any article whatsoever, or sweep any dirt, refuse or other matter from the rental unit into or onto any public area, entrance, or corridor: or throw or permit to be thrown any article whatsoever into or onto any exterior area of the building(s).
- (15) Not install any awnings, venetian blinds, shades or other window coverings unless approved in writing by the Landlord.
- (16) Not use any area of the building(s) or grounds, outside of the rental unit for storing of personal items.

(17) Not erect any outside aerials, wires or equipment in connection with any radio or television or make any outside installation whatsoever without the prior written consent of the Landlord.

(18) Not add, remove, alter, or change any locks without the prior written consent of the Landlord. In the event that said consent is obtained from Landlord, Tenant shall be responsible for providing a copy of the key to any additional lock(s) to the Landlord's on site Management office. Should Tenant fail to provide said key(s) to Landlord, Tenant shall assume all responsibility for direct, indirect, and consequential damages which may arise from the Landlord's inability to obtain access to the rental unit in the event of an emergency such as, but not limited to, escape of water or fire.

(19) Not erect or cause or permit to be erected or maintained any window boxes or any installation whatsoever on any window sills on the interior or exterior of the rental unit or the building(s) of which the rental unit is a part.

(20) Not place or deposit or cause or permit to be placed or deposited any cleaning or other equipment whatsoever outside of the rental unit or of the building(s) of which the rental unit is apart.

(21) Not cause or permit any person to repair, maintain, wash, clean, or polish any motor vehicle in or on the parking areas, driveways, cartways, or any other area or portion of the apartment complex.

(22) Not park or store or permit to be parked or stored in any parking area, driveway, road, or any other area of the apartment complex, any trailer, truck, commercial vehicle, or any disabled, unlicensed, derelict, or abandoned vehicle of any type, nor any vehicle which is leaking excessive fluids of any kind.

(23) Not use cooking equipment in such manner as to permit noxious odors to permeate the building or otherwise interfere with the rights of other Tenants; No gas, charcoal, electric, or other outside cooking grills or devises of any kind are permitted to be used, kept or stored in the rental unit or anywhere in the building(s) or on the grounds of the apartment complex.

(24) Not permit the delivery of any property or packages of any kind, other than directly into the rental unit or leave any articles of any nature for collection by others, and Landlord will not be held responsible for any loss or damage to any such property, nor will Landlord be responsible for any article left with any employee or in any part of the building(s) of the apartment complex.

(25) Not cause or permit any baby carriages, velocipedes, bicycles, sleds, play pens, lawn furniture, trash cans, boots, shoes, clothing, umbrellas, or any other article(s) to be placed, kept, or stored in the halls, passageways, entrances, front walks, lawns or any other ares outside of the rental unit. Newspaper deliveries must be made directly to the entrance door of the rental unit and may not be left uncollected overnight.

(26) Maintain the rental unit in a good state of preservation and cleanliness.

(27) Not use the water closets, sinks, tubs, showers and other apparatus for any purpose other than that for which they were constructed and intended, nor place any sweepings, rubbish, rags, paper towels, sanitary napkins, tampons, disposable diapers, or other improper articles therein, and any damage resulting from such misuse shall be borne by Tenant.

(28) Not permit children to play in public halls, stairways, laundry rooms, entrances, nor use or permit to be used those common areas around the buildings for outside games, sports, and recreational activities except in those areas specifically designated by Landlord.

(29) Not mar, damage or in any way deface walls, ceilings, floors, railings, doors, carpet, or any portion of the building(s) of which the rental unit is a part.

(30) Not lean upon, deface, remove, or alter screens, windows, storm windows, or doors, not to cause or permit the removal of any screens, windows, storm windows, or doors, and Tenant shall be responsible for any damage or injury resulting from any such act or removal.

(31) Not cause or permit any vehicle to be parked in any area of the apartment complex except in those areas where parking is specifically permitted. Vehicles of Tenant and guests may Not be parked in driveways, cartways, or on sidewalks, or in a manner which interferes with the flow of other vehicular or pedestrian traffic.

(32) Not connect or install any electrical appliance, equipment or devise which Landlord may deem to be beyond the proper location and or safe capacity of the electrical system. In the event of any prohibited installation, Landlord may require, or may cause the removal of same at Tenant's expense.

(33) Not keep or permit to be kept any Dog or other pet or animal, without the prior written consent of the Landlord.

(34) Not to use contact paper or any glued covering on walls or shelves or in cabinets or drawers.