

RENTAL AGREEMENT- SAMPLE LEASE

THIS RENTAL AGREEMENT executed on the ____ day of _____, 20____ by and between **UNIVERSITY** of Delaware (hereinafter called **UNIVERSITY** and **((First Name))((Last Name))**(hereinafter called **LESSEE**.)

OFFER TO RENT: **UNIVERSITY** hereby rents to **LESSEE**, subject to the following terms and conditions of this Agreement, the premises at **((Rental Address))**, Newark, DE 19711 to be occupied as a residence and for no other purpose for a term of twelve (12) months beginning _____, 20____ and ending on _____, 20____.

TERMINATION OF LEASE. The lease runs for the full term as specified above. The only exception is in the event **LESSEE** purchases a residence or is no longer employed by **UNIVERSITY**. **UNIVERSITY** requires proof of purchase. **LESSEE** shall notify **UNIVERSITY** in writing at least 60 days in advance of **LESSEE'S** intention to vacate the premises.

RENT: **LESSEE** shall pay to **UNIVERSITY** the total for rent for the lease term of **((Annual Words))** dollars **(\$((Annual Rent)).00)** payable in equal monthly installments of **((Monthly Words))** dollar **(\$((Monthly rent)).00)**. Rent will be collected through payroll deduction. Your rent will be automatically deducted from your paycheck in two equal payments on the 15th and 30th of each month.

RENT PRORATION: Should **LESSEE** move into the property before the end of the month, the rent will be prorated on a daily basis starting on _____, and payable on _____.

DEPOSIT: On execution of this Rental Agreement, **LESSEE** deposits with **UNIVERSITY** a security deposit for the faithful performance by **LESSEE** of the terms and conditions of this Agreement. This deposit is to be returned to **LESSEE**, less any damage charges, without interest, on the full and faithful performance by **LESSEE** of the provisions of this Agreement, and in no way shall be applied by **LESSEE** against any rentals due. **SECURITY DEPOSIT** in the amount of **(\$ ((Deposit)).00)** shall be paid upon signing of this lease.

POSSESSION: **LESSEE** has examined and knows the condition of the property and by taking possession acknowledges that they have received the same in good order and condition except as herein otherwise stated. Failure to deliver possession of the premises at the time herein agreed shall not subject **UNIVERSITY** to liability for damages.

ASSIGNMENT, SUBLETTING, ABANDONMENT: **LESSEE** shall not assign this Lease nor sub-let the premises or any part thereof, without the prior written consent of

UNIVERSITY. The consent by **UNIVERSITY** to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. If **LESSEE** vacates or abandons the property, **UNIVERSITY** shall immediately have the right to terminate this Agreement.

RIGHT OF ENTRY: UNIVERSITY shall have the right to enter the rental unit during normal working hours in order to inspect the premises, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. **UNIVERSITY** may exhibit the rental unit to prospective purchasers, mortgagees, or lessees upon reasonable notice.

UTILITIES: Electricity, gas, and/or oil, telephone service, snow removal, cable TV, and other utilities are not furnished as part of this Agreement unless otherwise indicated herein. Such expenses are the responsibility of, and shall be obtained at the expense of **LESSEE**. **UNIVERSITY** agrees to furnish water/sewer service up to the minimum fee, where appropriate. If demised premises has oil heat or other oil utilities, **UNIVERSITY** shall have oil tank filled at the commencement of **LEASE**. Likewise at **LEASE** termination, **LESSEE** shall be responsible for cost of refilling oil tank.

MAINTENANCE, REPAIRS OR ALTERATIONS: LESSEE shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. **LESSEE** may not make any alterations to the leased premises without the consent in writing of **UNIVERSITY**. **UNIVERSITY** shall be responsible for repairs to the interior and exterior of the building. If the property includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, **UNIVERSITY** makes no warranty as to the repair or replacement of units if one or all shall fail to operate. **UNIVERSITY** will place fresh batteries in all battery operated smoke detectors when **LESSEE** moves into the premises. After the initial placement of the fresh batteries it is the responsibility of **LESSEE** to replace batteries when needed. A monthly " cursory " inspection is required for all fire extinguishers to make sure they are fully charged.

LAWN CARE: LESSEE agrees to maintain the grounds in a reasonable and prudent manner. This responsibility includes pruning of all hedges, shrubs and small trees, weeding of flower beds, and watering of grass during periods of drought. **UNIVERSITY** shall be responsible to keep the lawns mowed.

PETS: LESSEE shall keep no domestic or other animals in or about the property or on the premises without the written consent of **UNIVERSITY**, subject to any additional fees, which shall be attached to this Agreement. **LESSEE** is responsible for all damage that any animal causes, regardless of ownership of said animal and agrees to restore the property to its original condition at **LESSEE's** expense.

NOISE/WASTE: LESSEE agrees that he will not commit waste on the premises or maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises

to be used, in an unlawful manner. **LESSEE** further agrees to abide by any and all City of Newark noise ordinances.

COMPLIANCE WITH LAW: **LESSEE** agrees that during the term of the lease, that they shall promptly comply with any present and future laws, ordinances, orders, rules, regulation, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against **LESSEE, UNIVERSITY** or both.

WAIVER: A Waiver by **UNIVERSITY** of a breach of any covenant or duty of **LESSEE**, under the Agreement is not a waiver of a breach of any other covenant or duty of **LESSEE**, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment agreement and executed by **LESSEE** and **UNIVERSITY**.

FURNISHED UNIT: If said property is furnished, an inventory shall be attached hereto and made a part hereof, and signed by **LESSEE**. **LESSEE** agrees not to furnish any unit with a waterbed.

INDEMNIFICATION: **UNIVERSITY** shall not be liable for any damage or injury to **LESSEE**, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and **LESSEE** agrees to hold **UNIVERSITY** harmless from any claims or damages unless caused solely by **UNIVERSITY's** negligence. It is recommended that renter insurance be purchased at **LESSEE's** expense.

COVENANTS: 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 the Agreement.

OCCUPANTS: This unit is to be occupied as a strictly private dwelling by no more than 3 persons and no others, except by prior written approval by **UNIVERSITY**.

LANDLORD - TENANT: **LESSEE** hereby acknowledges receipt of a copy of the Delaware Summary of Landlord-Tenant Code, Rental Handbook, and booklet of the EPA titled "Protect Your Family From Lead in Your Home."

NOTICES: Any notice which either party may or is required to give, may be given by mailing the same, by registered mail, to **LESSEE** at the premises, or to other places which may be designated by the parties from time to time and to **UNIVERSITY** as follows: Gary H. Stokes, Director, Office of Rental Housing, 220 Hullihen Hall, Newark, DE 19716.

SPECIAL PROVISIONS: N/A

ENTIRE AGREEMENT: The terms and conditions of the Agreement are the entire agreement and understanding of the parties. **LESSEE** acknowledges that he has read this Agreement and understands its provisions and agrees to occupy said premises under the terms of the Agreement. In witness, the parties have executed this agreement on the day and year written below:

DATE: _____

LESSEE: _____

UNIVERSITY OF DELAWARE

DATE: _____

BY: _____

For Additional Information:

**University of Delaware
Rental Housing
220 Hullihen Hall
Newark DE 19716**

**302-831-1447 Phone
302-831-4120 Fax**