

LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE THIS _____ day of October, 2023 between:

Landlord: LANG DEVELOPMENT GROUP with address of 100 Dean Drive, Newark, DE 19711 ("Landlord')

AND

Tenant(s): _____, joint and several ("Tenant')

Address: _____, Newark Delaware 19711 Apt. No. _____ which shall be known as the Demised Premises.

SUMMARY OF TERMS AND CONDITIONS

Term of this Lease Agreement: Eleven and One-Half (11 ½) Months or less if the Demised Premises are ready for occupancy after the Commencement Date;

Commencement Date ("Commencement Date") of this Lease Agreement: June 15,

2024. If the leased Premises are not available for occupancy on the Commencement Date, then Landlord shall notify Tenant of the proposed New Commencement Date by

written notice five (5) days prior to the Commencement of the Term and Tenant shall pay the pro-rated rent from the day the leased premises becomes available for

occupancy in Landlord's sole discretion (The "New Commencement Date"). Landlord

shall not be liable for any costs to Tenant due to the Premises not being available for

occupancy on the Commencement Date stated above. The daily pro rated amount shall

be computed by taking the monthly rental amount and dividing it by thirty (30) days and

is stated as such in Paragraph 21 of this Lease agreement.

Expiration date of Lease: 5/31/25;

Total Base Rent for the entire term \$ _____ (“Base Rent”)

Equal monthly installments of Base Rent \$ _____

Security Deposit of \$ _____ (equal to one months Base Rent)

Appliances furnished to Tenant by Landlord: Washer, dryer, refrigerator, and stove.

Maximum number of occupants of rental unit under this Lease: _____.

1. OFFER TO RENT: Landlord hereby rents to Tenant, and Tenant hereby rents from Landlord, subject to the following terms and covenants of this agreement, the premises at: _____, Newark, DE 19711 Apartment # _____ to be occupied as a residential property and for no other purpose for a term of approximately Eleven and One-Half (11 ½) months commencing on or after 6/15/24 and ending on 5/31/25.

2. RENT: Tenant shall pay to the Landlord over the term of this lease, the sum of _____ Dollars (\$) payable in equal monthly installments of _____ Dollars (\$ _____), the first monthly installment is due on January 15, 2024. The second monthly installment is due on July 1, 2024. Each subsequent monthly installment is due on the first business day of each month at the Landlord’s office, located at 100 Dean Drive, Newark, DE 19711, or wherever the Landlord may designate by notice in writing to Tenant. The time of each and every payment of rent is the essence of the Lease and Tenant shall pay a late charge of five percent (5%) of the monthly Base Rental amount if the rent is not received within five (5) days of the due date. Tenant also agrees to pay an additional fee of \$25.00 for each returned check. Both the late charge and the returned check fee shall be considered as Additional Rent

and may be deducted from Tenant's Security Deposit if not paid in the given month the charges are imposed. If Landlord deducts these amounts from the Security Deposit, Tenant shall be required to pay to Landlord the amount necessary to reestablish the Security Deposit to its original amount. If Base Rent is deemed to be late more than three times during the term of this agreement then Landlord shall have the right at its sole election to terminate this lease agreement and seek all recourse available to it under the law.

3. DEPOSIT: On execution of this Lease, Tenant shall deposit with Landlord one month's rent in advance as security for the faithful performance by Tenant of the terms and conditions of this Agreement. The Security Deposit principal will be held and administered for the benefit of the Tenant, in an escrow account in _____ Bank, _____, Delaware or another bank as Landlord may designate. The Security Deposit principal will be returned to Tenant, less any utility, damage, replacement and or late charges, on the full and faithful performance by Tenant of the provisions of this Lease Agreement within twenty (20) days of the expiration of the Lease, provided Tenant has given Landlord a forwarding address in writing prior to the end of the lease term. If there are multiple tenants to this agreement, then all tenants hereby agree that the security deposit or any portion thereof that is due to the Tenants at the end of the term will be returned to one of the tenants as a representative for all tenants, provided that the tenants have provided a forwarding address for the deposit.

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4. POSSESSION: The Tenant has examined and knows the condition of the property and by taking possession acknowledges that he has received the same in good order and condition except as herein otherwise expressly stated. Tenant agrees to complete the inspection form provided and return it to Landlord within one week (7 days) of the right to occupancy. If Tenant does not complete the inspection form provided and return it to the Landlord in the proper time period, then Tenant shall presume to have accepted the leased premises in "as is" condition. Failure to deliver possession of the premises at the time herein agreed shall not subject Landlord to liability for damages of the Tenant if any.

5. ASSIGNMENT, SUB-LETTING, and ABANDONMENT: Tenant shall not assign this Lease or sub-let the premises or any part thereof. If Tenant vacates or abandons the property, Landlord shall immediately have the right to terminate this agreement.

6. RIGHT OF ENTRY: Upon reasonable notice Landlord shall have the right to enter the rental unit during normal working hours in order to inspect the premises, to make necessary repairs, decorations, alterations or improvements or to supply services as agreed. Landlord may exhibit the leased premises to prospective purchasers, mortgagees or other potential tenants upon reasonable notice.

7. UTILITIES: Electricity, telephone service, gas heat, air conditioning,

cable, internet, sewer service, water and other utilities are not included as part of this Lease agreement. Such expenses are the responsibility of and shall be obtained and paid for directly by the Tenant. Landlord shall not be responsible for any interruption or curtailment of water or sewer service within its control, provided Landlord exercises reasonable diligence to remedy such interruption or curtailment. Landlord shall have no responsibility for any interruption or curtailment of any other utility or service. Tenant agrees not to commit, and shall be responsible for, any unreasonable or excessive waste with regard to the services provided by the Landlord. Tenant shall be responsible to activate all utilities services and subsequently be responsible for said utilities. If Tenant fails to activate utilities services, then such inaction shall be considered a breach of this agreement. Tenant agrees to be responsible for their share of the utilities including water and sewer regardless of whether or not tenant is occupying the premises during the summer months, extended vacation or winter recess.

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8. REPAIRS: Landlord shall be responsible for repairs to the interior and exterior of the building containing the Demised Premises provided however, repairs required through damage caused by the negligence, abuse or misuse of the Tenant and/or his family, invitees, or guests shall be charged to the Tenant. Tenant agrees to pay to Landlord the cost of any repairs charged to Tenant, said costs to be paid within five (5) days after receipt of notice thereof. Tenant, at Tenants' cost, shall maintain the

Demised Premises, including all appliances therein, in the same condition as initially supplied, ordinary wear and tear expected. It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes to the Demised Premises without, in each case, first obtaining written consent of Landlord. All alterations, changes and improvements built, constructed, or placed in the demised premises (with the exception of fixtures) shall be deemed removable without damage to the property and, unless otherwise provided by written agreement between Landlord and Tenant, shall be the property of the Landlord and remain in the Demised Premises after the expiration or termination of this Lease. Landlord may require that Tenant at Tenant's expense to restore the Demised Premises to its original condition, less normal wear and tear.

9. PETS: Tenant shall not be allowed to keep domestic or other animals in or about the property, including but not limited to dogs, cats, fish (and tanks), snakes, spiders, ferrets, etc.. Tenant agrees to pay a fine of five hundred (\$500) dollars per occurrence if any animal is found in the leased premises without Landlord's written consent and agrees to remove such animal immediately.

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10. NOISE: Tenant shall not make or permit to be made any disturbing noises in or about the demised premises which can be heard from outside of the premises including television, stereo, musical instrument, banging of any kind, or voices. Furthermore,

Tenant acknowledge and agrees that if tenant receives two noise violations from the City of Newark, such violations shall be grounds for eviction and Tenant will be held liable for the remaining amount of monies owed pursuant to this lease.

11. WAIVER: A Waiver by Landlord of a breach of any covenant or duty of Tenant under this Agreement is not a waiver of a breach of any other covenant or duty of Tenant, 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 of this Agreement and executed by Tenant and Landlord.

12. TERMINATION: Either party hereto may terminate this Agreement at the end of the aforesaid term by giving the other party written notice thereof at least sixty (60) days prior thereto, but in default of such notice, this Agreement shall continue upon the same terms and conditions for a further period of one (1) month and so on from month-to-month or until terminated by either party hereto giving the other sixty (60) days written notice thereof prior to expiration of the then current term. Tenant agrees to contact the Landlord approximately one (1) week prior to the end of the term or earlier termination hereof, to schedule an appointment for the final inspection and return of the keys. In the event that the Agreement is terminated prior to expiration of said Agreement at the request of the Tenant, the Tenant agrees to reimburse owner, in addition to all other damages properly recoverable, for any and all expenses for placing a new Tenant, including the finder's fee, if applicable.

13. SURRENDER: On the last day of the term or upon earlier termination of this Lease, Tenant shall peaceably surrender the Demised Premises in good condition and repair, reasonable wear and tear excepted. **If the Tenant does not surrender possession of the demised premises to the Landlord upon the Termination or expiration of the Lease, the Tenant will be considered a “hold-over” Tenant and charged DOUBLE the rent due and as well shall be responsible for any other costs that landlord may incur due to the Holdover Occupancy.** Tenant shall remove all of his/her personal property and possessions. Any personal property and possessions remaining in the Premises after the termination of this Lease shall be deemed to have been abandoned and may be disposed of by Landlord without further obligation to Landlord. The cost of disposal of any abandoned property shall be deducted from the tenants' security deposit.

14. INJURIES OR DAMAGE: The Landlord, its agents, and/or employees, shall not be liable to Tenant for any damage or loss to Tenant's personal property. It is agreed that it is the Tenant's responsibility to insure his/her property and Tenant hereby agrees to hold Landlord harmless from any damage occurring as a result of fire, lightning, wind, water, and/or other cause whatsoever. Tenant agrees to be solely responsible for all loss or damage to Tenant's person or property, or any third party's person or property in the Demised Premises during the term hereof, negligence of Landlord, its servants, agents or employees excepted; and Tenant agrees to procure adequate content and

liability insurance on or before Tenant's occupancy to afford protection to himself/herself against the risks assumed hereunder.

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In addition, Tenant agrees to indemnify and save Landlord harmless from any and all loss occasioned by Tenant's breach of any covenants, terms or conditions of this Agreement, or caused by his family, guests, visitors, invitees, agents or employees.

Tenant agrees to provide to Landlord on or before Tenant's occupancy a certificate of insurance naming Landlord as interested party.

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15. COMMON AREAS: Tenants acknowledge and agree Landlord reserves the right to charge every Unit in the building an equal share of any damage to the Common Areas in the Building, which shall include but not limited to hallways, walls, walkways, stairwells, entrances, exits, doors, fire safety equipment and lighting. Tenant agrees to be responsible for their equal share of the cost of the damage regardless of whether or not tenant is occupying the premises.

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16. COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors and assigns (to the extent assignable)

of the parties hereto and all covenants are to be construed as conditions of this Agreement.

17. LANDLORD/TENANT CODE: Tenant hereby acknowledges receipt of a copy of the Delaware Summary of Landlord-Tenant Code as amended October 2019.

18. FALSE STATEMENTS OF CERTIFICATIONS: Tenant covenants and agrees that this Lease Agreement shall terminate, if so elected by Landlord, and Landlord may evict Tenant, for any false statements or any certifications in the Tenant's application previously provided by Tenant to Landlord or in any other document executed or submitted by or on behalf of Tenant.

19. RULES AND REGULATIONS: Tenant agrees to be bound by the provisions of the Rules and Regulations which are attached hereto as Exhibit "A" and are made a part hereof, as the same may be amended from time to time by Landlord as therein provided. Tenant's failure to comply with any Rule or Regulation shall entitle Landlord to terminate this Lease Agreement, at Landlord's sole discretion.

20. RENTAL APPLICATION: Tenant acknowledges that Tenant has delivered to Landlord a rental application. Tenant represents that all information set forth therein is true and correct. Such rental application shall be deemed to constitute part of this Lease and is hereby incorporated herein, and Tenant covenants that it will inform Landlord from time to time of any changes in the information set forth therein promptly as such changes may occur.

21. SMOKE DETECTORS: Tenant covenants to report immediately in writing to Landlord any and all non-functioning smoke detectors. Failure by Tenant to notify Landlord as aforesaid shall relieve Landlord from liability for any and all damages to persons or property caused in whole or in part by fire, smoke and/or water or fire extinguishers.

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22. BED BUGS: Landlord has a comprehensive plan of action when we encounter bedbugs in our building. Following this plan will ensure the issue of bedbugs is mitigated quickly and will protect often residents of our building. Self treatment is NOT permissible and poses extreme damage to fellow residents of the building. We require that Landlord will engage a licensed pest management professional to treat any infested apartments. Tenants will be responsible for the cost of treatment to their individual unit. A Bedbug infestation will be considered an emergency and will allow Landlord the right to immediate access of the unit to treat and monitor the infestation. Tenants agree to fully cooperate with Landlord and its pest management professional. A lack of cooperation from Tenants will result in their being liable for all costs of treatment in addition to their individual unit and possible termination of tenancy under the default provision of this lease. Tenants have a duty to report any infestation immediately to Landlord.

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23. RENT PRORATION: Should Tenant move into the Demised Premises

on a date other than the Commencement Date then Base Rent shall be prorated for that portion of the month that Tenant occupies the Demised Premises based on the Monthly Rent divided by thirty (30) to determine the daily rate.

24. SUBORDINATION: This Lease Agreement is subject to and subordinate to any and all mortgages and encumbrances now or hereafter placed upon the Demised Premises or the property of which it forms a part.

25. EXTENDED ABSENCE: Tenant shall, no later than the first day of such absence, notify Landlord in writing of any anticipated absence from the demised premises for more than fourteen (14) days with the following exceptions- summer break, winter break, and spring break. Tenant shall remain responsible for all utilities including water and sewer as well as its pro-rata share of any damages to the common area of the demised premise during the term of the absence.

26. NO WARRENTY OR GUARANTEE: Tenant acknowledges that neither Landlord nor Agent warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property.

27. NO RELIANCE ON SECURITY DEVICES OR MEASURES: Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant acknowledges that they should not rely on

such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

28. PARKING: Tenant acknowledges no parking is available pursuant to this lease agreement unless the attached Rules and Regulations may include a certain amount of parking spaces in a lot either owned by the Landlord or its Agent. In no event has the Landlord represent or guarantee parking in a lot owned or operated by the City of Newark and that Tenant shall not be entitled by this lease agreement to any free or paid spaces in any such lot.

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29. ROOFTOP ACCESS AND SCREENS: Tenant acknowledges that access to the roof of the building is strictly prohibited and if Tenant does in fact access the roof then Tenant shall be subject to a fine of five hundred dollars (\$500) per occurrence as well as be liable for any and all damages to the roof that could have been caused by the unpermitted access. Tenant also acknowledges that any screen that is found to be broken or missing shall result in a fine of one hundred fifty dollars (\$150) per screen to compensate landlord for the cost to replace such screen.

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30. INTERPRETATION: If two or more persons sign this Lease Agreement, the word "Tenant" shall apply to them jointly and severally wherever the context permits. Where appropriate, the masculine as used herein shall include the feminine and neuter, the

singular, the plural, and vice versa. If any terms or provisions of this Lease Agreement or application thereof to any person or circumstances shall, to any extent to be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and enforceable, shall not be affected thereby and each term and provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

31. DEFAULT BY TENANT

(A) Failure to pay agreed upon Rent, which shall include Base Rent and any Additional Rent due under this agreement.

- (1) The Landlord, or Landlord's agent, may at any time after rent is due, including the time period between the date the rent is due and the date when late fees may be imposed, demand payment of such rent and additional rent, and notify the Tenant in writing that, unless payment is made within five (5) days after notice was given or sent, this Rental Agreement shall be terminated. If the Tenant remains in Default, the Landlord may thereafter bring an action for summary possession of the Premises or any other proper proceeding, action, or suit for possession.
- (2) The Landlord may bring an action for rent and additional rent alone or in conjunction with an action for summary possession at any time after the Landlord's intention to bring such an action has been

notified to Tenant. This action may include late charges and attorney fees, and pre and post judgment interest, which have accrued as additional rent.

- (3) If Tenant pays all rent due before the Landlord has initiated an action against the Tenant for non-payment of rent, and the Landlord accepts such payment subject to a written reservation of rights, then Landlord may then still initiate an action for summary possession or for failure to pay rent.
- (4) If the Tenant pays rent and additional rent due after the Landlord has initiated an action for non-payment or late payment of rent against the Tenant, and the Landlord accepts such payment subject to a written reservation of rights, then the Landlord may continue to maintain that action for past due rent or summary possession.

32. ENTIRE AGREEMENT: The terms and conditions of this Lease are the entire agreement and understanding of the parties. Tenant acknowledges that he has read this Lease and understands all of its provisions and agrees to occupy said premises under the terms of the Lease. This Agreement shall be binding upon Landlord and Tenant, and their respective heirs, successors, assigns (to the extent assignable) and personal representatives.

33. CO-SIGNOR: Tenant and Co-signor(s) acknowledge that they are jointly and severally responsible for the obligations of the attached Lease for the Demised Premises and Lease Term stated above.

IN WITNESS WHEREOF the parties have executed this Lease the day and year written below.

Landlord: LANG DEVELOPMENT GROUP

DATE: _____ BY: _____
LANDLORD

DATE: _____ TENANT: _____

PRINT NAME: _____

DATE: _____ TENANT: _____

PRINT NAME: _____

DATE: _____ TENANT: _____

PRINT NAME: _____

DATE: _____ TENANT: _____

PRINT NAME: _____

DATE: _____ TENANT: _____

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