

RENTAL AGREEMENT

Tenant	Elizabeth O. Secundy and Robert H. Biden
Landlord	Patterson-Schwartz & Associates, Inc., Agent for Owner of Record
Property Street Address	117 Carpenters Row
City, State, Zip Code	Greenville, DE 19807
Occupancy Date	July 6, 2018
Start Date of Rental Agreement	August 1, 2018
End Date of Rental Agreement	July 31, 2019
Annual Rent	\$26,400.00
Monthly Rental Payment	\$2,200.00
Security Deposit	\$2,200.00
Refundable Pet Deposit	None
Type of pet	No pets permitted
Rent Pro-ration	\$1,845.16
Utilities Included	None
Special Clauses	1) No smoking permitted 2) No pets permitted 3) Tenant responsible for all utilities including electric, gas, water, sewer, cable, internet, phone 4) Tenant must obtain renters insurance and show proof at time of occupancy 5) Tenant must abide by the Carpenters Row covenants 6) Tenant must use floor protectors or rugs on hardwood floors 7) No alterations to home or landscape without express written permission from owner 8) Tenant responsible for lawn and garden care, including cost of required mulching and HOA-mandated care
Additional Occupants	Robbie & Lilly Secundy (children)

1. **AGREEMENT.** Landlord agrees to lease and Tenant agrees to rent the above referenced property, to be occupied as a personal residence during the dates stated above for the number of occupants listed above and for no other purpose. Tenant agrees to comply with all applicable laws, regulations, and ordinances governing the use of the property. Tenant understands that as Landlord, Patterson-Schwartz & Associates is the agent of the Owner of record and Patterson-Schwartz & Associates does not own the property.

2. **RENTAL PAYMENT POLICY.** All rental payments are due the first day of each month and must be accompanied by the property address. Cash will not be accepted at any time. If two (2) "Non Sufficient Funds" (NSF) checks are received within a twelve month period then all future rent payments must be in certified funds. NSF checks will not be re-deposited and must be replaced by certified check, Treasurer's check, or other form of guaranteed funds within twenty-four (24) hours of the Property Manager's notification of Tenant. Tenant shall pay a \$40.00 fee for each returned check. Additional rent in the amount of 5% of the monthly rent, as late charge, is due if the payment is received after the fifth (5th) day of the month. Repeated late monthly rental payments will be grounds for non-renewal of lease. Payments are to be mailed to Landlord's usual business address:

Patterson-Schwartz & Associates, Inc.
Property Management Department
7234 Lancaster Pike, Suite, 220B
Hockessin, Delaware 19707

The Hockessin office of Patterson-Schwartz & Associates is the only rental office. Rent payments and notices to the Landlord shall not be deemed received until actually received at the Hockessin office of Patterson-Schwartz & Associates.

3. **SECURITY DEPOSIT.** Tenant must deposit an amount equal to one month's rent as a security deposit to assure the faithful performance of the terms of this agreement by Tenant. The security deposit will be returned to Tenant without interest upon peaceful termination of the lease and surrender of possession less any deductions as permitted by the Delaware Residential Landlord-Tenant Code such as actual damages caused to the premises by the tenant which exceed normal wear and tear, or which cannot be corrected by painting and ordinary cleaning; rental arrearage due including late charges, returned check fees, and rental due for premature termination or abandonment of the rental agreement by the tenant; and reimbursement for all reasonable expenses incurred in renovating and rerenting the premises caused by the premature termination of the rental agreement by the tenant. Such security deposit shall be held in an account with WSFS Bank, a federally insured banking institution in the State of Delaware.

4. **POSSESSION.** Tenant has examined and knows the condition of the property and by taking possession acknowledges that the property is in good order and condition except as otherwise stated.

5. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this agreement. Tenant shall not sublet the premises without the prior written consent of Landlord. The consent by Landlord to one sub-letting shall not be deemed a consent to any subsequent sub-letting.

6. **EXTENDED ABSENCE AND ABANDONMENT.** Tenant shall notify Landlord in writing of any anticipated extended absence from the property no later than the first day of such absence. "Extended absence," as defined in Section 5141(g) of the Delaware Residential Landlord-Tenant Code, shall mean any absence of more than seven (7) days. If Tenant fails to comply with this requirement, Tenant shall indemnify

Landlord for any harm resulting from such absence. Landlord may, during any such extended absence of Tenant, enter the property as is reasonably necessary for inspection, maintenance, and safekeeping. If Tenant wrongfully quits the rental unit, and unequivocally indicates by words or deeds Tenant's intention not to resume tenancy, such action by Tenant shall entitle Landlord to proceed as specified within the Delaware Residential Landlord-Tenant Code, including Landlord's right to terminate this agreement immediately. Landlord shall also have the right to bring a summary possession action under the Delaware Residential Landlord-Tenant Code. In such case, Tenant is liable to Landlord for such amounts as provided in the Residential Landlord-Tenant Code of Delaware. In addition, as provided by the Residential Landlord-Tenant Code of Delaware, if Tenant does not appeal a judgment granting summary possession of the rental unit to Landlord, Landlord may immediately remove and store, at Tenant's expense, any and all items left on the premises by Tenant; and seven days after the appeal period has expired the property shall be deemed abandoned, and may be disposed of by Landlord without further notice or liability.

7. **RIGHT OF ENTRY.** Tenant shall not unreasonably withhold consent for the Landlord to enter into the rental unit in order to inspect the premises, make necessary repairs, decorations, alterations, or improvements, supply services as agreed to or exhibit the rental unit to prospective mortgagees, or tenants. In case of emergency, Landlord shall have the right to enter the property at any time, whether or not Tenant is there. By separate addendum, Tenant has expressly waived the right to forty-eight (48) hours prior notice under the Delaware Residential Landlord-Tenant Code as to the right of the Landlord to show this property seven (7) days a week to prospective tenants or purchasers. Landlord agrees to attempt to notify Tenant of such entry by telephoning, faxing, or e-mailing prior to showing the property. Tenant shall also permit Landlord to enter the rental unit at reasonable times in order to obtain readings of meters or appliances for measurement of utility consumption, where Landlord is separately charging and metering Tenant's utility charges to Tenant, in accordance with Section 5312 of the Delaware Residential Landlord-Tenant Code. In accordance with Section 5510 of the Delaware Residential Landlord-Tenant Code, Tenant shall be liable to Landlord for any harm proximately caused by Tenant's unreasonable refusal to allow access.

8. **UTILITIES.** Check the appropriate paragraph:

- a) Electricity, gas, telephone, water, heat and other utilities are not included in this agreement unless otherwise stated above. Utilities are the responsibility of Tenant. Landlord and Tenant acknowledge that the property is separately metered for such utilities. Landlord agrees to furnish sewer service where appropriate. Unless otherwise noted in special clauses: if the property contains an oil and/or propane tank, the level of fuel will be documented upon move in and the tenant must leave an equal or greater amount of fuel upon vacating.
- b) Utilities shall be provided by Landlord and charged separately from the rent. Such utilities are either separately metered or are part of a metering system already in use prior to July 17th, 1996.
- c) Utilities shall be provided by Landlord and included as part of the monthly rental amount, which amount is provided at the beginning of this Rental Agreement.

9. **REPAIRS.** Tenant is responsible for purchasing and replacing consumable items such as batteries, bulbs, and filters. Landlord is responsible for repairs to the property unless the parties sign a separate "Repair and Maintenance Agreement". However, damage caused by the negligence, abuse, or misuse of the property by Tenant and/or family and guests will be charged to Tenant. Tenant agrees not to make any alterations, additions, improvements, or changes in the premises, interior or exterior, or to the equipment and fixtures provided by the Landlord or to install any major appliances in the premises without written consent of Landlord, and all such changes will remain the property of Landlord and will remain in the property at the expiration of this agreement. Landlord will not pay all or any part of these costs unless Landlord agrees to do so in writing before any work is performed. Landlord may require that Tenant restore the property to its original condition less normal wear and tear.

10. **EMERGENCY REPAIRS.** All routine repair requests must be reported to Landlord between 9:00 AM and 5:00 PM Monday through Friday. Emergency service calls should be reported immediately. The number for emergency services may be obtained by calling (302) 234-5240. If Tenant requests emergency service and Landlord determines that the service requested was not an emergency, Tenant will be responsible for the full amount of any charge for such service.

11. **FIRE, CASUALTY, AND INSURANCE.** In case of fire or casualty, the provisions of the Residential Landlord-Tenant Code of Delaware shall control. Unless otherwise required by law, Landlord is not liable to Tenant for any loss. Owner will provide insurance coverage on the structure only. It is required that Tenant obtain a tenant's insurance policy covering damage to personal property and liability. The Landlord shall not be liable for any injuries and/or damages for which Tenant is responsible under the Residential Landlord-Tenant Code of Delaware.

12. **SMOKE DETECTORS, CARBON MONOXIDE DETECTORS.** Tenant shall be responsible for maintaining batteries in all smoke detectors and in all carbon monoxide detectors. Tenant shall be responsible for reporting, in writing, any malfunctions. Tenant will be liable for any and all violations and fees for non-compliance.

13. **APPLIANCES.** Tenant agrees to use such equipment as furnished by the Landlord in accordance with manufacturer's specifications, regulations of Landlord, and the Residential Landlord-Tenant Code of Delaware. Tenant is fully responsible for damage to appliances caused by Tenant's misuse or negligence. Any appliances noted in the "Special Clauses", as being for the Tenant's "use and enjoyment" are not included as part of the property or Rental Agreement. Such appliances are for Tenant's use and enjoyment only and are not warranted or represented to be in any condition other than "as is". Such appliances may not function at all. Landlord is not responsible for maintaining, repairing, replacing, or removing any such appliances.

14. **PETS.** The provisions of either of these paragraphs do not apply if the pet is a duly certified and trained support animal for a disabled person who is a resident of the rental unit. Otherwise, check the appropriate paragraph:

- a) Tenant shall pay Landlord a Pet Deposit equal to one month's rent under this Rental Agreement. Any pet that constitutes a nuisance or causes damage as determined by the Landlord will not be permitted to remain on the premises. Tenant agrees to keep the pet under leash at all times when outside the rental unit and will curb their pet away from the neighbors property and in such a manner as to not constitute a nuisance to others. Tenant will be responsible for the cost of all repairs necessitated by damage done by the pet both in the house and on the grounds. Tenant agrees to have property professionally exterminated for fleas with a sixty (60) day warranty and to have the carpets professionally steam cleaned and deodorized with a sixty (60) day warranty before vacating and show such proof on move-out date. *Tenant agrees to keep pet crated during the day or else be present at the property to allow safe access for repairs during the term of the lease and for showings to procure new tenant once 60 day notice is given.*

b) X No pets are permitted on this property, including visiting pets, and allowing a pet on the property is a breach of this lease. Tenant is responsible for all damage caused by any animal kept on the property, regardless of ownership, and Tenant agrees to restore the property to its original condition.

15. **NUISANCE.** Tenant may not commit waste on the property or maintain, or permit to be maintained a nuisance, or use the property in an unlawful manner.

16. **ABANDONMENT OR BREAKING A RENTAL AGREEMENT.** If, for reasons other than those allowed by the Delaware Residential Landlord-Tenant Code, the Tenant moves from the rental unit before the Rental Agreement expires, the Tenant shall be liable for all damages and remedies provided to the Landlord under the Delaware Residential Landlord-Tenant Code as well as any court costs and/or fees charged by collection agencies engaged to collect monies owed by tenant. The parties agree that the reasonable commission to be paid by Tenant to Patterson-Schwartz & Associates for re-renting the unit shall be the equivalent of one (1) month's rent.

17. **TERMINATION.** This agreement may be terminated at the end of the term by giving the other party at least sixty days written notice prior to the termination, and if no notice of termination, renewal, rental increase, or alteration of terms and conditions is given then this agreement shall continue on the same terms and conditions for one month periods, or until one party gives the other party sixty days written notice prior to termination, which sixty-day period shall begin on the first day of the month following the day of actual notice. Tenant agrees to return keys within 24-hours of termination date. After termination date, the property manager will perform a final inspection and a security deposit report will be sent within 20 days to the forwarding address provided by tenant. If Tenant wrongfully terminates this agreement prior to the end of the original term, Landlord may pursue all available legal remedies.

18. **DIPLOMATIC CLAUSE.** Landlord, on behalf of Owner, has the right to terminate this Rental Agreement with Tenant by notifying Tenant, in writing, ninety (90) days in advance of Owner's intention to re-occupy the residence as Owner's personal residence, or upon offering the property for sale due to re-assignment to another location by Owner's employer. [] Applicable [X] Not Applicable

19. **MULTIPLE TENANTS.** If more than one Tenant signs this Rental Agreement, each Tenant is fully and personally obligated to keep all of the promises made in this Rental Agreement, including the promise to pay any amount owed the Landlord. Landlord may enforce its rights under this Rental Agreement against each Tenant individually or against all Tenants together. Any one person signing this Rental Agreement may be required to pay all of the amounts owed under this Rental Agreement.

20. **TRASH AND CLEANLINESS** Unless trash is indicated as included at the beginning of the Rental Agreement in the space marked "Utilities Included", Tenant shall pay for the cost of trash collection directly to the provider. Tenant agrees to maintain grounds in a reasonable and prudent manner and to comply with all applicable government regulations regarding the property's grounds and the removal of trash. Tenant agrees to provide such receptacles, with lids, and to keep such receptacles in concealed areas (in other words, off of curbs, streets, or driveways) except on those days when necessary for trash collection. Tenant shall maintain all interior and exterior areas, including lawn/grounds, of the leased premises in a clean and sanitary condition, free from debris, trash and physical hazards. Tenant agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes, but is not limited to vacuuming any carpeting, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances and fixtures. Tenant is required to use the exhaust fan (if available) when bathing/showering and keep the shower curtain inside the tub/shower and/or fully close the shower door (if applicable). When finished bathing/showering leave the bathroom door open and allow the exhaust fan to run until all moisture on the mirrors, bathroom walls and other surfaces has evaporated. You may need to manually dry these surfaces as well. Dry any excess moisture on bath/shower and sink fixtures. Tenant is not permitted to place trash in any common areas, basements, garages or attics. Landlord cannot and does not guarantee dryness in any basement.

21. **PRO-RATION.** Tenant is responsible for the rent pro-ration if tenant occupies the property prior to the beginning date of this Rental Agreement.

22. **KEYS.** Landlord shall provide Tenant with keys to the property. If Tenant does not return the keys at the end of this Rental Agreement, Tenant will be charged for the actual cost for the locks to be changed or re-keyed, which charge shall be deducted from the security deposit.

23. **TRANSFER OF EMPLOYMENT.** If Tenant is transferred to a new work location more than thirty miles from Tenant's current work location, Tenant will be released from this agreement upon thirty days written notification and presentation of a letter signed by Tenant's employer, effective on the first day of the following month. This clause does not apply to a voluntary or involuntary change of employers. If Tenant vacates prior to the expiration of the lease, Tenant shall reimburse Landlord for all reasonable expenses incurred in renovating and re-renting the premises caused by this premature termination of the Rental Agreement by Tenant, providing that reimbursement caused by such termination shall not exceed one month's rent. Such expenses and/or reimbursement shall be deducted from the Security Deposit, pursuant to Section 5514(c)(3) of the Delaware Residential Landlord-Tenant Code.

24. **HEATING REMINDER.** It is the Tenants responsibility to clean or replace any HVAC filters monthly or quarterly per the filter manufacturer's instructions. Check your heater breaker if your heating system fails. The breaker must be switched to the "on" position and may be completely reset by turning it off and then on again. DO NOT turn off the heat during the cold weather. Damage to the property caused by turning off the heat in cold weather is Tenant's responsibility. If you are vacating during the winter months do not turn off the electricity until the day you are scheduled to turn the property over to the Property Manager. Please schedule with the Property Manager at least seven (7) days prior to moving so that continuation of service can be scheduled. If you have oil heat the oil switch must be in the "on" position and there must be oil in the tank. If the heat does not work call the oil company that services the heater. If a service call is placed as a result of Tenant's failure to comply with the terms of this paragraph the Tenant will be responsible for the cost of the service call.

25. **WINTERIZATION NOTIFICATION.** In preparation for the winter months Tenant is required to: close all outside hose bibs at the inside shut off valve, while leaving the outside spigot slightly open for drainage; report any and all gutters or downspouts which contain debris; maintain the heat at not less than 55 degrees; maintain electric and/or gas service unless Landlord is given 72 hours notice of the proposed shut off; keep walks and parking areas free from snow and ice, unless otherwise agreed; in temperatures below 25 degrees keep all faucets located on the outside walls dripping slightly.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in this Rental Agreement, which means that all parties must strictly adhere to all date and time deadlines.

27. **WAIVER.** No provision of this agreement which may be waived by Landlord or by Tenant under the Residential Landlord-Tenant Code of Delaware shall be deemed waived unless the waiver is in writing, signed by the party waiving the provision.

28. **DISCLOSURES.** The parties by the signature(s) on this Rental Agreement have acknowledged the following disclosures:

a. **FAIR HOUSING:** Our ASSOCIATION OF REALTORS ensures equal professional services to all REALTORS' clients and customers without regard to race, color, national origin, religion, creed, sex, marital status, familial status, source of income, age, sexual orientation, gender identity, national origin, disability, occupation, or because the tenant or person has a child or children in the family, according to all laws of this land. Landlord shall comply with all provisions of the Delaware Fair Housing Act and with the Fair Housing provisions of Section 5116 of the Delaware Residential Landlord-Tenant Code.

b. **Language required by the Delaware Real Estate Commission:** With respect to agent for Lessor: This broker, any cooperating broker, and any salesperson working with either, are representing the Lessor's interest and have Statutory responsibilities to the Lessor, but are obligated to treat all parties with honesty. The broker, any cooperating broker, and any salesperson working with either, without breaching the statutory responsibilities to the Lessor, may, among other services, provide a potential Lessee with information about the attributes of properties and available financing, show properties, and assist in preparing an offer to lease. The broker, any cooperating broker, and any salesperson working with either, also have the duty to respond accurately and honestly to a potential Lessee's questions and disclose material facts about properties, submit promptly all offers to lease and offer properties without unlawful discrimination.

29. **SUBORDINATION.** Tenant agrees that this Rental Agreement shall be subordinate to any mortgages which may now be in effect or hereafter be placed upon the property, and to any all advances made or to be made thereunder.

30. **ATTORNMENET.** If title to the property is transferred and Patterson-Schwartz & Associates will no longer be managing the property as Landlord, the following provisions apply: If title to the property is transferred, Tenant shall recognize and hereby attorns to the new Owner as Landlord, and the new Owner becomes the Landlord obligated to fulfill the Landlord's obligations. Tenant shall be notified as to the location and holder of the security deposit. Effective immediately and without the need to sign any other paperwork, upon transfer of title to the property, Tenant releases Patterson-Schwartz & Associates from any further obligations under this rental agreement.

31. **INFORMATION.** By initialing at **each individual line below**, Tenant acknowledges receipt of the following items from Patterson-Schwartz & Associates, Inc., Landlord. An item that is left blank or marked N/A does not apply.

- _____ Summary of the Residential Landlord-Tenant Code
- _____ New Castle County Tenants' Rights and Responsibilities Guide
- _____ Condition Report for resident protection (if this form is not returned within ten days after occupancy, Tenant has acknowledged acceptance of the condition of the property)
- _____ Tenant insurance information
- _____ Addendum regarding Tenant's waiver of notice to show property to prospective tenants or purchasers
- _____ Lockbox addendum
- _____ Utilities information
- _____ Online payments information

32. **ENTIRE AGREEMENT.** The terms and conditions of this agreement are the entire agreement and understanding of the parties and shall be binding upon and benefit the parties' heirs, personal representatives, executors, successors, and assigns. Tenant acknowledges and agrees to occupy the property under the terms of this agreement.

Elizabeth O. Secundy, Tenant

Date

Robert H. Biden, Tenant

Date

Maggie Mesinger, Landlord/Property Manager

Date

Tenant : Elizabeth O. Secundy and Robert H. Biden
Landlord : Patterson-Schwartz & Associates, Inc. (PSA)
Property Street Address : 117 Carpenters Row
City, State, Zip Code : Greenville, DE 19807

WAIVER OF NOTICE ADDENDUM TO RENTAL AGREEMENT

I/We hereby EXPRESSLY WAIVE(S) my/our right to forty-eight (48) hours notice prior to Landlord’s/Property Manager’s entry into the premises for the purpose of showing the property to prospective tenants or purchasers; this waiver applies only in the sixty (60) days prior to the end of the lease. Landlord/Property Manager agrees to notify me/us of such entry by phone or e-mail 24 hours prior to showing the property.

Elizabeth O. Secundy, Tenant

Date

Robert H. Biden, Tenant

Date

LOCKBOX ADDENDUM/ACKNOWLEDGEMENT TO RENTAL AGREEMENT

“Where a tenant occupies the property, Patterson-Schwartz & Associates, Inc. (Agent for Owner of Record) will obtain Tenant’s written acknowledgement for a lockbox to be used to access the property once notice to vacate has been received/given.”

I/We acknowledge(s) that Owner has 1) granted Patterson-Schwartz & Associates, Inc. its Salespersons and Members and Affiliates of the New Castle County Board of Realtors permission to use a house key to access the property; and 2) authorized Patterson-Schwartz & Associates, Inc. to place a lockbox on the property in connection with marketing the property for rent or sale.

I/We recognize(s) that persons not under the control of Patterson-Schwartz & Associates, Inc., such as other Brokers’ Salespersons, prospective new tenants, inspectors and repair persons will come into the house, without Patterson-Schwartz & Associates, Inc. supervision, through the use of the lockbox and key. I/We have been cautioned to safeguard my/our valuable possessions to avoid theft or damage. Except for damages or claims for damages arising out of negligence of Patterson-Schwartz & Associates, Inc. or Salespersons associated with Patterson-Schwartz & Associates, Inc., Patterson-Schwartz & Associates, Inc. shall not be liable for any loss or damage to my/our property.

Elizabeth O. Secundy, Tenant

Date

Robert H. Biden, Tenant

Date

Maggie Mesinger, Landlord/Property Manager

Date