

RESIDENTIAL RENTAL AGREEMENT

1. BASIS OF AGREEMENT: This agreement is made **Tuesday, November 09, 2010**, between **LJ Investments LLC**, hereinafter called "Landlord," and John and Jane Doe hereinafter called "Tenants."

Landlord hereby rents to Tenants, subject to the following terms and conditions of this agreement, the premises and associated property located at **21 E Cleveland Ave Newark, DE 19711** for a term of **12** months beginning **06/06/2011** and ending **05/31/2012**.

2. RENT: Tenants shall pay the Landlord a monthly rent in the amount of **\$0.00 per month**, to be collected quarterly due on the first day of the month in one personal check or money order at the Landlord's address listed below. If the Landlord does not receive the rent by the fifth day of the month, a 5% late fee shall be added to the rent due and payable for that month. Such late fee is considered as rent and must be paid to satisfy rent payment for that month. Rent is considered late if the personal check is returned. If the entire rent is not received by the fifth day after notice from the Landlord that rent is in default and must be paid, this rental agreement will be terminated if the Landlord so chooses.

3. JOINT AND SEVERABLE LIABILITY: All Tenants named on this agreement are jointly and severably liable for rents and damages.

4. SECURITY DEPOSIT: Upon signing and execution of this rental agreement, Tenants shall deposit with the Landlord the sum of **\$0.00**. This security deposit is for the faithful performance by the Tenants of the terms and conditions of this agreement. Security deposit will be returned to Tenants within twenty (20) days of termination of this rental agreement less any damage charges or cleaning fees, without interest, and in no way shall be considered as being applied by the Tenants against any rents due. Any of the following are justified reasons for deduction from the security deposit: any damage to said property not stated on the property inspection worksheet at the time of taking possession of property, any unpaid late charges, any unpaid utilities bills, maintenance costs due to negligence on the part of the Tenants (for example: backed up toilets or drains, insects, water damage, party damage), premises not left clean, and any unpaid fines caused by the Tenants to the Landlord or just similar cause. Failure to give minimum notice of 60 days beginning on the first of any given month to vacate the property will result in the Tenants' forfeit of total security deposit. Tenants must provide forwarding address upon vacating property in order to receive returned security deposit.

5. CONDITION AT POSSESSION: Tenants agree that they will examine all aspects of the property upon first walking through it at the day of taking possession of premises and bring to the attention of the Landlord any damages or items not in good repair, if any. Exclusive of the those items noted during the property inspection, Tenants stipulate, represent, and warrant by their signatures on this agreement that the premises are in good order, in good repair, and in a safe and clean condition.

6. NO ASSIGNMENT OR SUB-LETTING: Tenants shall not assign this rental agreement nor sub-let the premises or any part thereof without the written prior consent of the Landlord. The consent by the Landlord to one assignment or sub-letting shall not be deemed to be consent to any subsequent assignment or sub-letting

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7. LIMITATION ON OCCUPANTS: The rented premises shall be occupied by the following persons only: Above-named Tenants and their immediate family, or in any case, a maximum of 4 unrelated persons, in accordance with the laws, regulations and zoning of the City of Newark. Landlord gives no permission, express or implied, that more than 4 unrelated persons may occupy the rented premises, and Tenants shall be responsible for any violations of city ordinances to that effect. No other persons shall occupy the rented premises without the advance written consent of the Landlord. The authorized occupants may only use the property for residential purposes and may not utilize the premises for commercial or business purposes. Garage is off limits to this lease.

8. ABANDONMENT: If at any time during the term of this agreement Tenants abandon the premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the premises in the manner provided by law, and without becoming liable to Tenants for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenants, relet the premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenants liable for any difference between the rent that would have been payable under this agreement during the balance of the unexpired term, if this agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the premises by Tenants, then Landlord shall consider any personal property belonging to Tenants and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

9. DEFAULT: If Tenants fails to comply with any of the material provisions of this agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenants by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the rental agreement by reason thereof, Landlord may terminate this agreement.

10. UTILITIES: Tenants are responsible for the payment of all utilities and services unless otherwise stated herein. Electricity, oil, water, sewer, telephone service, snow removal, cable TV, internet access, and other utilities are not furnished as part of this agreement. Trash removal is provided by the City of Newark one time per week. These intervals will be provided in your welcome package.

Tenants agree to maintain electricity and sufficient heat in the premises, at all times, to prevent damage to the premises from frozen pipes or other causes.

If applicable - Tenants shall be responsible for refilling the oil tank back to its original amount at time of move in. Tenants acknowledge that the oil tank is to be automatically filled by a local oil company as needed, based on "degree days." **Tenants are responsible for any damages or maintenance to the heater caused as a result of the oil tank becoming empty.** Tenants agree to maintain electricity and sufficient heat in the premises, at all times, to prevent damage to the premises from frozen pipes or other causes.

11. CARE OF YARD, WALKWAYS, AND GROUNDS: Tenants agree to maintain the grounds in a reasonable and prudent manner. This responsibility includes weeding of flowerbeds, picking up litter, and watering of trees during periods of drought. Overgrowth of weeds are subject to fines by the City of Newark for which the Tenants are responsible for paying if these are assessed. Tenants agree to remove snow from all walkways per City of Newark ordinances. Grass will be maintained by tenant as well and should be cut no less than every 2 weeks during the growth seasons. If the grass exceeds 6" landlord will have the lawn mowed at the tenants expense.

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12. LANDLORD'S RIGHT OF ENTRY AND INSPECTION: Landlord shall have the right to enter the rental unit during reasonable hours in order to inspect the premises, or make necessary repairs, alterations and improvements, or to supply services as agreed. Landlord may exhibit the rental unit to prospective purchasers, mortgagers, or prospective Tenants upon reasonable notice.

13. REPAIRS: Landlord shall be responsible for repairs to the interior and exterior of the building, due to ordinary every day use, weathering and aging. Tenants must take care of the rented premises and all equipment and fixtures contained therein. Tenants are liable for damages caused by their acts or neglect and any acts and neglect of their family, invitees, guests, or agent. Tenants must make all repairs when it results from their act or neglect. If Tenants are not skilled to make repairs, they shall hire the services of a competent professional. Repairs made by Tenants or their hired workmen must be acceptable to Landlord. If Tenants fail to make a needed repair or replacement, Landlord may do it and add the expenses to the rent.

14. MAINTENANCE RESPONSIBILITIES: Tenants are responsible for ordinary maintenance of the living area and for provision of proper services to maintain the property in a reasonably good inhabitable condition. The sewer system shall be kept free of any drain stoppages. Tenants are responsible for maintaining a good operating domestic sewer system and bear the cost of any plumber's fees to remove proximal stoppages. Distal stoppages such as those caused by defective plumbing or tree roots in the sewer line to the street are the responsibility of the Landlord. The property is to be maintained free of domestic pests such as those associated with spilled food or waste products (cockroaches, flies, house ants, wasps, and mice). Tenants are responsible for pest control fees for domestic pests. Any insects doing structural damage such as termites or large carpenter ants shall be reported immediately to the Landlord who assumes responsibility for structural pest control. The property shall be maintained in a reasonably clean condition to prevent pest problems and deterioration to surfaces or structure. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of entry and exit only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- (i) And Tenants' family and guests shall at all times maintain order in the premises and at all places on the premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents; and
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided, and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas.

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15. ALTERATIONS AND IMPROVEMENTS: Tenants must obtain Landlords' prior written consent to paint or wallpaper the rented premises or to install any paneling, flooring, partitions, railings, or make any other alterations. Tenants must not alter the plumbing, ventilation, heating, air conditioning (if any), heating or electric systems. All the alterations, installations and improvements shall become property of the Landlord when completed and paid for, and shall be surrendered as part of the rented premises at the end of the term. Landlord is not required to pay for any of the work performed under this section unless they have agreed to pay as indicated in their prior written consent.

16. RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO RENTED PROPERTY: In the event the premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, this agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental property provided for herein shall then be accounted for, by and between Landlord and Tenants up to the time of such injury or destruction of the premises, Tenants paying rent up to such date and Landlord refunding rent collected beyond such date. Should a portion of the premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this rental agreement. In the event that Landlord exercises the right to repair such untenable portion, the rent shall abate in the proportion that the injured parts bears to the whole premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the agreement continue according to its terms.

17. PETS OR OTHER UNCAGED ANIMALS: Tenants shall keep no domestic or other uncaged animals in or about the property or on the premises without the prior written consent of Landlord. If the Landlord grants consent to keep a pet, Tenants shall make an additional pet security deposit of \$TBD to Landlord for each pet prior to bringing any pets into the rented premises. The additional pet security deposit, less any damages, shall be refundable at the end of the rental agreement, or within 30 days of Tenants ceasing to keep pets in the rented premises and notifying Landlord of such. Tenants' liability for damages caused by pets is not limited to the amount of the pet security deposit. Tenants agree to cease keeping or maintaining pets in the rented premises if excessive damages, noise, or public nuisance result.

18. NEIGHBORHOOD RELATIONS: Tenants shall make reasonable efforts to maintain good relations with neighbors. Tenants shall provide to adjacent neighbors their names, telephone number(s), address of rented premises, and names and telephone number of Landlord within 15 days of occupancy. Tenants are encouraged to obtain similar information from neighbors.

19. NOISE LIMITATIONS: A quiet residence is to be maintained so as not to interfere with the peace and comfort of the neighbors. Any fines caused by the Tenants to the Landlord for any reason shall be passed on to and paid by the Tenants. If Tenants are convicted for more than one violation of the City of Newark's Noise and/or Disorderly Premises Ordinances (Chapter 20A, Noise, or Section 22-74.1 of the City of Newark Municipal Code) during the term of the agreement, Tenants will be evicted as required by the Newark Code.

20. AGREEMENT TO ABIDE BY LOCAL LAWS AND ORDINANCES: Tenants must, at Tenants' expense, comply with all laws, ordinances, and requirements of all municipal, county, state, and federal authorities that are effective during the term of the rental agreement, pertaining to the use of the rented premises. Tenants are hereby informed that ordinances of the City of Newark require mandatory eviction, in the case of two convictions per household in a twelve-month period, for violations such as excessive noise, over occupancy, underage consumption of alcohol, or violation building ordinances caused by Tenant.

21. LEGAL AND PROFESSIONAL FEES: Fees incurred by the Landlord due to the Tenants' non-payment of rent, for recovery of monies owed to the Landlord, for gaining legal possession of the rented property, or for any other costs incurred by the Landlord as the result of Tenants' failure to abide by the terms and conditions of this rental agreement will be charged to the Tenants and recovered from the Tenants insofar as allowed by law.

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22. RESPONSIBILITY FOR FIRE PREVENTION: Fire alarms are to be operational at all times and their batteries are not to be disconnected except for replacement. Due to high-risk fire hazard, no candles shall be lit on the premises. The electrical system shall not be unduly stressed, overloaded with improper use of appliances, or taxed by improper excess of extension cords. Smoking is not allowed inside the property.

23. TENANTS' RECEIPT OF LANDLORD TENANT CODE: Tenants acknowledge receipt, by their signature below, of the 1996 Summary of the Delaware Residential Landlord Tenant Code (9 pages) at no cost to the Tenants.

24. SIGNATURES:

TENANT _____ Date

Guardian (if applicable) _____ Date

TENANT _____ Date

Guardian (if applicable) _____ Date

TENANT _____ Date

Guardian (if applicable) _____ Date

TENANT _____ Date

Guardian (if applicable) _____ Date

LANDLORD _____ Date

LANDLORD INFORMATION
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