

# **MARYLAND PARK APARTMENTS**

## **Rental Agreement**

**BY THIS AGREEMENT** , "Tenant" named on the front (page 1), and Maryland Park Apartments, hereinafter called "Landlord".

**1. OFFER TO RENT:** Landlord hereby rents to Tenant, subject to the following terms and covenants of this Agreement, the premises at the address named on the front (page 1).  
Wilmington, DE 19805.

Said rental premises is to be occupied as a residence for the intended tenants only and for no other purpose.

**2. RENT:** Tenant shall pay to the Landlord as annual rent, the sum named on the front (page 1) per month, payable and due on the first of each month. The rent shall be paid at the Maryland Park Apartments office at 699 Robinson Lane, Wilmington, Delaware 19805 on the first (1<sup>st</sup>) but late after the 5<sup>th</sup> of each month. The time of each and every payment of rent is the essence of the Lease, and Tenant shall pay a late charge of 5% of the rent – (or \$25) whichever is less if the rent is received after the fifth (5<sup>th</sup>) day of the month. Tenant also agrees to pay an additional fee of \$35.00 for each returned check for NSF or any other reason. Both the late charge and the returned check fee will be considered as rent. The failure to pay rent on time will result in the initiation of summary possession proceedings upon notice as required by section 5502 of the Landlord-Tenant code. Four (4) or more late rent payments will be considered as grounds for termination and/or non-renewal of lease agreement.

**3. SECURITY DEPOSIT:** On execution of this Rental Agreement, Tenant deposits with Landlord amount stated on front (page 1) in advance, as security for the faithful performance by Tenant of the terms and conditions of this Agreement. This deposit is to be returned to Tenant, less any damage charges, without interest, on the full and faithful performance by Tenant of the provisions of this Agreement, and in no way shall be applied by the Tenant against any rentals due. It is the Tenant's obligation to provide to the Landlord a forwarding address in writing upon the termination of the rental agreement in order to receive the return of any unused portion of the security deposit. The security deposit is held at PNC Bank.

**4. POSSESSION:** The Tenant has examined and accepts the condition of the property and by taking possession acknowledges that he/she has received the same in good order and condition except as herein otherwise stated. Tenant agrees to keep said premises and appurtenances including grounds, landscaping, trees, shrubs, etc., in a neat, clean and sanitary condition. At the conclusion of the tenancy, the Tenant will return the rental premises in as good condition and repair as when received (reasonable and ordinary wear and tear excepted). The Tenant shall be liable to the Landlord for all damages to the rental premises beyond normal wear and tear. Failure to deliver possession of the premises at the time herein agreed shall not subject Landlord to liability for damages beyond the amount of security deposit received from Tenant.

**5. ASSIGNMENT, SUB-LETTING, ABANDONMENT:** Tenant shall not assign this Lease nor sub-let the premises or any part thereof, without the written prior consent of Landlord, consent not to be unreasonably withheld. The consent by Landlord to one assignment or sub-letting shall not be deemed to be a consent to any subsequent assignment or sub-letting. If Tenant vacates or abandons the property fifteen (15) days non-occupation being deemed an abandonment, Landlord shall immediately have the right to terminate this Agreement and take possession.

**6. RIGHT OF ENTRY:** Landlord shall have the right to enter the rental unit during normal working hours in the event of work order to make necessary repairs. Landlord shall have the right to enter upon 48 hours written notice in order to inspect the premises, alterations or improvements. In the case of emergency or request for repair by the tenant, the landlord may enter at any time. Tenant shall not withhold or refuse access to the rental premises.

(A) **KEYS:** In the event that Tenant wishes to change the locks, a written request must be given to the Landlord, with approval not to be unreasonably withheld. In the event that the Landlord approves the change so the locks, the Tenant must provide a key to the Landlord. The failure of the Tenant to return the keys to the Landlord upon completion of the rental term will subject Tenant to a charge to change the locks.

**7. UTILITIES:** Electricity, telephone service, heat (electric heat, paid by tenant), cable (television, computer, DSL, etc.) and other utilities are not furnished as part of this Agreement. Such expenses are the responsibility of and shall be at the expense of the Tenant and shall be placed in the Tenant's name. Landlord agrees to furnish reasonable water usage, trash pickup and sewer service.

**8. REPAIRS/ALTERATIONS:** Landlord shall be responsible for repairs to the interior and exterior of the building, provided however, repairs required through damage caused by the negligence, abuse or misuse of the Tenant and/or his family or guests shall be charged to the Tenant and be considered rent. It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes in the leased property without, in each case, first obtaining written consent of Landlord. All alterations, changes and improvements built, constructed, or placed in the leased property with the exception of fixtures removable without damage to the property, and movable personal property shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of the Landlord and remain in the leased property after the expiration or termination of this Lease. Landlord may require that Tenant, at Tenant's expense, restore the unit to its original condition, less normal wear and tear.

(A) **TVANTENNA, SATELLITE DISH:** No antenna or satellite dish may be installed by Tenant or by any persons, business, establishment or company at the direction of the tenant. Tenant shall be fully liable for any damages to the rental premises if a satellite dish or antenna is installed without Landlord's knowledge or permission. Tenant agrees to be responsible for all costs associated with or repairs made to the rental premises to restore it to the original condition once an unauthorized dish or antenna is removed by Landlord. No existing antenna or dish may be altered, removed or replaced without the prior written approval of the Landlord. Landlord reserves the right to remove all satellite dishes or tv antennas that may exist and Landlord will not be held liable or responsible for any contracts that tenant may have signed with any business associated with or connected to the installation of such. **See Addendum "Satellite Dish / TV Antenna" which is a part of this lease agreement.**

(B) **PAINTING:** Tenant understands that painting the apartment must be approved by Maryland Park. Paint must be a FLAT paint. ALL Ceilings are NOT permitted to be painted by anyone other than Maryland Park and it's assignees. Tenant agrees to compensate Maryland Park for any prohibited painted areas (such as any cabinets, appliances, floors, sprinkler heads etc), spills or damage due to tenant's painting. Tenant must pay **minimum \$200** for each Sprinkler Head that acquires any amount of paint by tenant, including minute droplets. Tenant must paint back to white any painted walls. Tenant agrees to acquire the white paint from Maryland Park. All Charges outlined within the lease agreement will be incurred to tenant. Please see "Damage and Replacement Parts" list in this lease agreement.

**9. PETS:** Tenant shall keep *no* domestic or other animals in or about the property or on the premises unless a "Pet Application" has been submitted to the Landlord, along with a pet deposit (determined by the Landlord) and has been approved in writing by the Landlord. Tenants may be subject to a minimum fine of \$100 and legal action for eviction if prior approval has not been given by Landlord.

**10. NOISE, RULES:** Tenant agrees to 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. No excessive noise shall be permitted. No tenant shall disturb the quiet and enjoyment of any other unit or the owner's residence. No visitors shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. The attached rules and regulations addendum is part of this lease. Violations of the rules and regulations can result in the termination of the lease and the Landlord seeking possession of the rental unit in Court.

(A) **HALLS:** Halls and stairways in apartment houses shall be used for ingress and egress only; children shall not be permitted to play therein, nor shall the halls and stairways be used for permanent or temporary storage of any articles of personal property or any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the halls or stairways by Tenant or their guests. Any and all articles removed from the halls an/or stairways or property of the Landlord shall be charged to the Tenant and considered rent.

**11. WAIVER:** A Waiver by Landlord of a breach of any covenant or duty of Tenant under the 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 said term by giving the other party written notice thereof at least sixty (60) days prior thereto. Rent may be increased at the end of said term upon 60 days written notice. Leases may be renewed for one year terms, in writing and by providing such information and certifications required by the Landlord and any other State or Federal agency/subsidy program as required by law. Such notice will be effective on the first of the month following the month in which notice is given. Tenant agrees to contact the Landlord approximately one (1) week prior to the move, 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 damaged property recoverable including rent until another Tenant is located, for any and all expenses for placing a new Tenant, including the finders' fee, advertising and related expenses. If the Tenant holds over beyond the date of termination without the Landlord's consent, the Tenant shall be responsible for double the per diem rent until possession is returned to the landlord, as well as any other losses as determined before any court of competent jurisdiction. Tenant must provide to landlord in writing a forwarding address upon termination of the lease for purposes of forwarding information about the security deposit. All early terminations will be subject to loss of any security deposit held by Landlord.

**13. GARBAGE:** Tenant shall be responsible to place all garbage in proper disposal units. Tenant shall not permit garbage or other household refuse or the storage of items to remain outside of the rental unit or hallway or deck. Any items found to be outside the rental unit or not placed in the dumpster, if refuse, shall subject the Tenant to a maintenance fee of \$25 per bag or item. Any such maintenance fee shall be considered rent.

**14. INJURIES OR DAMAGE:** The landlord shall not be liable for any damages occasioned by failure demised premises in repair, and shall not be liable for any damages done or occasioned by or from plumbing done or occasioned by or from gas, water, steam, or other pipes, sewage bursting, leaking or running of any cistern, tank, wishbone, water closed or waste damage occasioned by water, snow, or ice, being upon or coming through the roof, sky-light, trap door or otherwise, not for any damages arising from acts of neglect of co-tenants or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property; provided that this paragraph shall not exculpate the Landlord from any liability by its negligence. Tenant agrees to pay all damages caused by tenant or cotenants, occupants, or invitees to tenants apartment or surrounding apartments where involved, if damage is due to neglect or found to be the fault of the tenant.. It is agreed that it is the Tenant's responsibility to insure their property, and to hold management or the Owner harmless for any damage occurring as a result of resident's negligence, fire, lightning, wind, water and/or other causes. The Owner will provide fire and extended insurance coverage on the structure only. It is recommended that Tenant secures a **RENTER'S INSURANCE** policy covering loss or damage to contents, and liability.

**15. COVENANTS:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representative and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

**16. APPLIANCES:** A refrigerator and stove are provided for the tenant's use. Tenant shall be charged for specific parts and labor to repair any appliance Landlord provides due to overuse OR damage to their appliance. Other appliances such as a freezer, dehumidifier unit, and air conditioner may be provided by the tenant for their personal use. Air Conditioners may not be placed in any window of a room that only has one window. It is a lease violation and it will be removed by Landlord. It is the Tenant's responsibility to maintain any appliance that they supply and to properly maintain the refrigerator and stove. The Tenant is strictly forbidden to have a washer and/or dryer in the rental premises and it is considered a lease violation to place either in the unit. Tenant will have 7 days to remove and if it is not removed or is removed but is again brought into the unit, Landlord will file for eviction.

**17. TRANSFER OF EMPLOYMENT:** Should the current employer of the Tenant transfer him to a new work location and requires a change in the location of the Tenant's residence in excess of 30 miles, Tenant will be released from this Agreement providing he/she furnishes a thirty (30) day written vacating notice, effective on the first of the following month only. This clause does not apply to a voluntary or involuntary change of employers, which requires a change of residence. Execution begins upon receipt of a valid letter from the employer only.

**18. ENTIRE AGREEMENT:** The terms and conditions of this Agreement are the entire agreement and understanding of the parties, Tenant acknowledges that he has read this Agreement and addendums and understands its provisions and agrees to occupy said premises under the terms of the Agreement.

(A) All damages to the rental premises are the responsibility of all who have signed this lease regardless of who committed the damage. All parties to this lease are *jointly and severally* liable for liabilities including rent and damages arising out of the terms and provisions of this lease agreement and addendums.

In witness, the parties have executed this Agreement the day and year as written above.

**19. SPECIAL CLAUSES:**

*The named tenant(s) below will be the only occupant(s)*

**Name(s) of Occupant(s):**

_____	_____	____/____/____
Name of Occupant	Relationship	Birth Date
_____	_____	____/____/____
Name of Occupant	Relationship	Birth Date
_____	_____	____/____/____
Name of Occupant	Relationship	Birth Date
_____	_____	____/____/____
Name of Occupant	Relationship	Birth Date

_____	____/____/____	_____	____/____/____
Tenant Signature	Date	Tenant Signature	Date
_____	____/____/____	_____	____/____/____
Tenant Signature	Date	Tenant Signature	Date

\_\_\_\_\_  
Maryland Park Management

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**The following addendums are attached and are a part of this lease agreement :**

- A. Fire Extinguisher/Alarm
- B. Anti – Drug
- C. Parking Tenant /Visitor
- D. Rules and Regulations
- E. Damage and replacement parts list
- F. Satellite Dish / TV Antenna
- G. Pet Application
- H. Bed Bug Addendum

**FIRE EXTINGUISHER/ALARMS**  
ADDENDUM LEASE ATTACHMENT

Your apartment has been equipped with a fire extinguisher. It is installed in the kitchen is accessible you in the event of a fire emergency. You, the tenant, are responsible for the fire extinguisher. Please do not tamper with it. It is to be use for emergencies ONLY. Below lists the rules and regulations regarding the usage of it, as well as procedures to follow in the event of an emergency.

1. If a CONTAINED fire occurs:
  - a. If it is contained in a small area, use the fire extinguisher to put it out.
  - b. Call Maryland Park @ 302-655-0274 during office hours to relate the event.
  - c. Maryland Park must be notified on the next business day, if the fire extinguisher was used or not for you to avoid the cost of recharging. (see below) We will at that time inspect any damages and assess the event.
  
2. If a SPREADING fire occurs:
  - a. Evacuate the building.
  - b. Call "911"
  - c. Call Maryland Park Immediately

Deliberately setting the alarms off as well as tempering with alarms, smoke detectors is against the law! We will prosecute to the full anyone violating the law. We will also pay a CASH REWARD for information leading to the arrest and conviction of someone deliberately setting the alarms off or tampering with them.

**If you use your fire extinguisher and do not report it to Maryland Park immediately after said usage, you will incur charges to recharge. If your fire extinguisher is damage or missing during your tenancy or after you move out you will incur charges to replace. Please sign below to signify your acknowledgement.**

**Recharging or replacing charge.....\$35.00**  
**Bracket Replacement.....\$10.00**  
**Parts replacement.....\$5.00**

Tenant Signature	/ /	Tenant Signature	/ /
	Date		Date
Tenant Signature	/ /	Tenant Signature	/ /
	Date		Date
Maryland Park Representative	/ /		
	Date		

**ANTI-DRUG and FIRE ARMS ADDENDUM  
LEASE ATTACHMENT**

As a resident of Maryland Park Apartments, I agree to strive to maintain a community free of drugs for my family and myself. To further commit to my desire to live in a development, which is decent, safe and sanitary, I do agree to abide by the following provisions, which are an attachment to my lease agreement. I do fully understand that failure to abide by this is considered a serious material violation of my lease and grounds for termination of my Rental Agreement.

1. As required by the Delaware Residential Landlord Tenant Code, in fulfillment of 25 Del. C. 5118, be advised: Resident, any member of the resident's household, or guest or other person under resident's control or other person related to or affiliated in any way with the tenant or occupants shall not engage in criminal activity, including drug-related criminal activity, on property premises but not limited to property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

2. Resident, any member of the resident's household, guest or other persons affiliated with the tenant shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on but not limited to property premises.

3. Residents or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest invitee.

4. Resident, or members of the resident's household, or guest, or other persons affiliated in any way to the tenant shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful possession or discharge of firearms on property premises but not limited to property premises. This includes acts or threats of violence to other residents of the complex, employees and management staff of the complex and any contractors hired by the management.

5. Violations of the above provisions shall be a material violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this addendum shall be deemed a serious violation and be good cause for eviction.

6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

7. This Lease Addendum is incorporated into the lease and executed or renewed this day between Landlord and Tenant.

Tenant Signature	/ / Date	Tenant Signature	/ / Date
Tenant Signature	/ / Date	Tenant Signature	/ / Date
Maryland Park Representative	Date		

**PARKING  
LEASE ADDENDUM**

Tenant shall not permit nor cause to permit any person to wash, clean or repair any motor vehicle in the parking area or in any other area of the complex. Tenant shall not park, nor store or suffer to permit to be parked or stored any trailer, truck, boat, or disabled motor vehicle on the property anywhere. All untagged, abandoned or long-term disabled vehicles shall be towed at owners expense. Parking is to be in designated areas only. Bicycles or motorcycles are not permitted anywhere within the building hallways and must be kept in parking areas. Violators shall be towed at owner's expense.

All motor vehicles need to be legally registered to the tenant in order to get a resident parking permit. Current license and registration must be made available to the office to register motor vehicle with our complex. Residential permit would not protect your motor vehicle from getting towed or ticketed by the New Castle County Police if vehicle registration and/or tag is expired or the vehicle is illegally parked or any other reason.

The motor vehicles are limited to ONE PERMIT per lease signer to be registered by the property. Commercial motor vehicles are not permitted on property. Any vehicle parked on our property without a permit WILL BE TOWED AT OWNER'S EXPENSE!

Tenant is responsible for advising guest of parking regulations. We have no guest parking areas.

I (we) hereby have read, understand and agree to all the stipulations under this addendum. I (we) and all who reside within my apartment shall comply with all of the rules and regulations as stated above and accept completely all consequences for non-compliance for each as Maryland Park Apartment deems necessary.

I (we) understand that Maryland Park is not responsible if my vehicle is towed due to any violation of the above rules and regulations.

Tenant Signature	____/____/____ Date	Tenant Signature	____/____/____ Date
Tenant Signature	____/____/____ Date	Tenant Signature	____/____/____ Date

\_\_\_\_\_  
MARYLAND PARK REPRESENTATIVE

\_\_\_\_\_  
DATE

**RULES AND REGULATIONS  
ADDENDUM**

- \* RENT PAYMENT** Strictly enforced  
Rent is due on the 1<sup>st</sup> of each month. Late charges apply after the 5<sup>th</sup> on all over due payments. All rental payments must be made by money order or check made out to "Maryland Park Apartments". No CASH will be accepted!!!  
Always be sure to receive and keep all your receipts including your money order stubs as your proof of payment.
- \*NO LOITERING** Strictly Enforced – 24 hour recorded surveillance security cameras monitor many many outside areas.  
There means that there is to be standing around the stairways, streets, grounds, parking lots and other common areas belonging to Maryland Park. We will not tolerate those who ignore this rule. We will prosecute all violators to the fullest extent of the law.
- \*NO OPEN ALCOHOL** Strictly Enforced- 24 hour recorded surveillance security cameras may record many outside areas.  
There is to be no drinking of alcohol anywhere outside of your apartment. This means that no alcohol drinking in the streets, stairways, grounds. parking lots and all other common areas belonging to Maryland Park. We will call police and prosecute all violators of this rule to the fullest extent of the law. If repeated violations occur, we will begin eviction process.
- \*NO TRESPASSING** Strictly Enforced  
We will not tolerate trespassing on the grounds of Maryland Park Apartments. If you become aware of someone on the property that does not belong, you must contact the office or the Police. Please remember that you are responsible for all your visitor's conduct and actions. When your visitors leave your apartment, they must leave our property. All trespassers will be prosecuted.
- \*NO TRASH** Strictly Enforced  
We will not tolerate trashing of our complex. We try to keep our areas clean. We waste much time picking up after children and those who stand around and throw trash on the ground. We will prosecute and fine those who violate this rule. **Individual garbage containers are not permitted** to be used in the halls or anywhere outside of rental unit. Tenant shall be given a warning to remove.  
  
If not removed by the tenant within the period specified, Maryland Park shall remove it at the tenant's expense.  
1<sup>st</sup> Offense: Tenant shall receive a written warning of lease violation and shall pay a fine of \$25.00 per item and/or bag, due within 30 days of offense.  
2<sup>nd</sup> Offense: Tenant shall receive written notifications of 2<sup>nd</sup> Offense of lease violation and actions for eviction shall begin, Tenant shall also pay a fine of \$25.00 per item and/or bag due within 30 days of offense.
- \*NO DRUGS** Strictly Enforced  
In order to ensure the safety of our children and others we will NEVER tolerate any type of drug activity. Zero Tolerance! See Anti-Drug Addendum.

**\*EXTERMINATION** Strictly enforced

Apartments are exterminated on a rotating basis. All tenants must comply with exterminating process, allowing access to your apartment. Any tenant not ready or does not allow extermination by any means:

1<sup>st</sup> Offense: Tenant shall receive a written warning of lease violation.

2<sup>nd</sup> Offense: Shall pay a fine up to \$100.00 due within 30 days of offense.

3<sup>rd</sup> Offense: Tenant shall receive a written notification of 3<sup>rd</sup> offense of lease violation for non-compliance and actions for eviction shall begin.

**\*MOVING IN INSTRUCTIONS** Strictly enforced

Resident must move all packages, cases, barrels, boxes and other containers used in moving. Moving or delivery trucks are not permitted to cross curbs, walks, or lawns and must load and unload from the street parking areas any damage caused by violating this rule shall be at the expense of the tenant responsibility.

**\*MOVING OUT INSTRUCTIONS** Strictly Enforced

Tenants moving out must remove all belongings from the apartment, provide a forwarding address and return keys to the office on or before lease termination date. Apartment must be completely cleaned and all garbage must be completely removed. Garbage is to be placed in dumpster provided.

Mattresses and other large furniture items shall be responsibility of the tenant to remove from property. Such large items left in apartment or placed in dumpsters or elsewhere on the property shall be removed at the expense of the tenant. Tenant agrees to pay all charges incurred by failure to comply with these instructions.

**\*DISTURBANCES** Strictly Enforced

Pursuant to the provisions of Part VII, Title 7, Chapter 71 of the Delaware Code, tenants shall not make or permit to be made any disturbing noises in or about the rental unit, nor engage in behavior that is socially unacceptable or which is likely to confer substantial risk or physical harm to other occupants, or illegal conduct, loud boisterous behavior or conduct which interferes with the rights, comforts and convenience of other residents; nor play or permit to be played any musical instruments, television, radio, or other noise creating equipment at any time. All disturbances shall be reported to the police and lease violations notices will be issued to the tenant at fault. 2<sup>nd</sup> offenses shall result in eviction proceedings.

**\*HAZARDS** Strictly Enforced

Tenants shall not bring or permit to be brought into or keep upon the rental unit or building of which rental unit is part, any explosives obnoxious substances, or harmful or hazardous material. Tenants who violated this rule shall be notified in writing. If corrective measures are not taken by tenant eviction proceedings.

**\*THEFT OF SERVICES** Strictly Enforced

The use of our dumpsters is strictly for tenant's personal garbage use of daily Household refuse. Large items, furniture, mattresses etc is not allowed to be dumped into our dumpsters nor in areas around dumpsters. Tenants will pay for the removal of said items if they are placed.

Anyone reporting abuse of our dumpsters, illegal dumping etc to the Landlord providing Landlord with specific information to identify the abusers leading to the arrest and conviction of such abusers, will be compensated or rewarded.

**\*VEHICLES**

Strictly Enforced

Tenants shall not permit nor cause to permit any persons to wash, clean or repair any motor vehicle in the parking area or in any other area of the complex. Tenant shall not park, nor store or suffer to permit to parked or stored any trailer, truck boat, or disabled motor vehicles on the property anywhere. All untagged, abandoned or long-term disable vehicles shall be towed at owners' expense. Parking is to be in designated areas only. Bicycles or motorcycles are not permitted any where within the building hallways and must be kept in parking areas. Violators shall be towed at owner's expense. See Parking Addendum.

**\*GUESTS**

Strictly Enforced

All residents are responsible for the conduct and actions of themselves, their family, friends, guests and other persons affiliated in any way with the Tenant. Tenants shall be responsible for all restitution of any damages or charges incurred whether monetarily or otherwise. You must obtain a guest parking pass at the office during office hours for any guests parking on our property.

**\*PROPERLY MAINTAINED** Strictly Enforced

Tenants are responsible to maintain the premises inside and out in a good state of preservation and cleanliness including deck areas. Good housekeeping is expected and tenant understands and agrees to periodic inspections of unit by management to insure compliance. Failure to comply with this rule shall constitute a violation of this lease agreement and subject to fines and eviction. Corrective measures ignored or not taken for any reason shall result in immediate eviction.

**\*WATER USAGE**

Tenant agrees to be conservative and cautious regarding water usage. Water hoses are prohibited. Tenant agrees to not use or attach a water hose to any water system in the apartment for any reason. Excessive water usage will result in charges to the tenant and tenant agrees to pay those charges (minimum \$50 per usage of a hose or any other avenue in which there is excessive water usage.)

**\*APPLIANCES**

Strictly Enforced

Washers and dryers & dishwashers are prohibited in all rental units and fines of up to \$500 per month may be assessed to any apartment possessing a washer or dishwasher. Privately owned refrigerators and/or stove/ovens must be approved by management before placed in apartment. Air-drying of clothes or other articles outside the rental unit or from windows, or on the ground, clothesline, rack, or other device prohibited. If tenant discards appliance on Maryland Park's property, tenant agrees to pay for removal. Eviction proceedings for non-compliance.

I (we) hereby have read, and understand and agree to all the stipulations under this addendum. I (we) and all who reside within my apartment shall comply with all of the rules and regulations as stated above and accept completely all consequences for non-compliance for each as Maryland Park Apartments deems necessary.

**Tenant AGREES TO and acknowledges the rules and regulations as stated.**

_____	____/____/____	_____	____/____/____
Tenant Signature	Date	Tenant Signature	Date
_____	____/____/____	_____	____/____/____
Tenant Signature	Date	Tenant Signature	Date

\_\_\_\_\_  
Maryland Park Apts. Rep.

## DAMAGE AND REPLACEMENT PARTS LIST

Maryland Park Apartments is responsible for all maintenance in your apartment. All service calls are to be placed through the rental office and are handled as efficiently and promptly as possible. However, it is your responsibility to report all repairs needed. Therefore, if any item is damaged or not in good condition due to negligence or irresponsibility on your part or your guests during your occupancy or found by landlord after you vacate the apartment, you will be charged as follows:

Apt. Front door	\$350.00
Change Entry Door Lock	\$80.00
Replaced Interior Doors	\$75.00 each
Replaced Bi-Fold Doors or Sliding Closet Doors	\$75.00 each
Sprinkler head damage (any paint on head)	\$200 minimum charge per head
Repainting Per Room other than One Coat White	\$100.00
Remove Contact, and/or Wallpaper	\$25.00 minimum charge.
Replace Electrical Switch Or Outlet Covers	\$5.00
Replacement of Kitchen Floor Tile/Linoleum	\$200.00 minimum charge.
Carpet Replacement	\$35.00 Per Sq. Ft.
Carpet Shampooed PER ROOM	\$75.00
Drywall Repair Hallway and/or Rental Unit	\$50.00 Per Sq. Ft.
Broken Window	\$100.00
Window Screens	\$25.00 Per screens
Replace Light Fixture	\$50.00
Replacement of Light Covers	\$20.00
Replacement of Toilet Seat	\$20.00
Soap Dish, Towel Bar(s) or Toothbrushes Holders	\$25.00
Stopped-Up Toilet (foreign objects-sanitary products, etc.)	\$25.00 each unless foreign object
Foreign object or Grease pipe clog	\$200.00 - \$1000.00
Repair/Replace Counter and Vanity Tops	\$200.00 minimum charge
Appliances with Stickers and/or Marks	\$10-100.00
Crisper in Refrigeration	\$30.00
Crisper Cover	\$30.00
Charge to Clean Cabinets and Closets	\$20.00
Charge to Clean Bathtub	\$75.00
Charge to Clean Sink, Toilets & Floors	\$25.00
Charge to Remove Trash Left In Apartment	\$25.00 Per Bag/item min chg.
Charge to Clean Range, Hood, And Oven	\$75.00
Charge to Clean Refrigerator	\$75.00
Light Bulbs Replacement	\$3.00 each
Medicine Cabinet replacement	\$60.00
Replacement of Door Knob	\$20.00
Drip Pans Replaced	\$5.00
Bake Element in Oven	\$35.00
Damage to Refrigerator or Freeze	\$50.00 minimum charge.
Remove Bicycle from Hallway	\$25.00
Fluid Master Pump	\$20.00
Handle For Toilet	\$5.00
Remove Trash From Hallways	\$25.00 per bag
Damage to Window Frame (exterior aluminum wrapping)	\$200.00 minimum charge
Hallway Railing Repair/Replacement	\$70.00 minimum charge
Non-Extermination Charge	\$100.00
Toilet Stoppages/maintenance plunging charge after hours	\$25.00 minimum charge
Replace Smoke Detector	\$25
Lock-Out Charge After 4:00PM	\$25.00 CASH
Monday thru Friday, all day Saturday, Sunday and holidays	to be paid upon entry directly to maintenance person.

Other Charges not listed on this lease addendum will be handled on a case-by-case basis.

Charges will be based upon: Rental of Equipment, Labor and Materials.

Lessee understands and accepts the above charges and agrees to pay and/or agrees to a deduction from security deposit, whichever applies of damages are due to neglect or irresponsibility on his/her/their part or the part of his/her/theirs guest during occupancy and/or when vacating said unit.

\_\_\_\_\_ Tenant's Initials

\_\_\_\_\_ Tenant's Initials

\_\_\_\_\_ Tenant's Initials

\_\_\_\_\_ Tenant's Initials

\_\_\_\_\_ Maryland Park Rep.

SATELLITE DISH / TV ANTENNA ADDENDUM

Effective March 2015

The Federal Communications Commission (FCC) has provisions that allow residents the choice of satellite service but there are specific guidelines and limitations as to the installation methods. In compliance with FCC regulations, Maryland Park Apartments does allow satellite dishes when installed in specific areas in compliance with these FCC guidelines. To view the FCC guidelines please see: [www.fcc.gov/mb/facts/otard.html](http://www.fcc.gov/mb/facts/otard.html)

Whereas the FCC gives rights to residents of apartment complexes to have access to satellite service, they do not grant that right to all residents in all circumstances. Some apartments are **not positioned** to receive a satellite signal. Maryland Park Apartments does not allow satellite dishes when their installation would not comply within specific guidelines.

This notice contains Maryland Park’s policy on Satellite Dishes based upon the FCC guidelines. Please review these guidelines if you are considering purchasing or committing yourself to a financially obligatory contract for 1 year or even longer. Please contact our office to determine if your apartment can receive satellite signal in compliance with the FCC guidelines and if a dish can be installed according to Maryland Park’s guidelines as stated below.

PLEASE NOTE – IF YOU INSTALL A DISH AND IT DOES NOT COMPLY WITH THE FCC GUIDELINES AND MARYLAND PARK’S POLICY, YOU WILL BE REQUIRED TO BRING YOUR INSTALLATION INTO COMPLIANCE OR REMOVE YOUR DISH. IF YOUR DISH IS INSTALLED IMPROPERLY AND BECOMES A FIXTURE ATTACHED TO MARYLAND PARK’S PROPERTY, IT BECOMES THE PROPERTY OF MARYLAND PARK AND IT **WILL BE REMOVED**.

**Non-Acceptable and Acceptable conditions for a satellite dish:**

1. The dish can be no more than a meter in diameter.
2. The dish is kept entirely within the perimeter of the occupant’s exclusive space (meaning either inside the apartment or in a occupant owned container on occupant’s private porch or deck.
3. No sidewalks, walkways or in-ground installation of any kind allowed.
4. No overhangs. No digging of Maryland Park’s property. No drilling of any type.
5. No attachments of any kind allowed to any property of Maryland Park’s.
6. Nothing, including cables, is to be attached to the outside of any building or fixtures on any building, including porches, patios, decks, handrails, wood of any kind, any exterior material of any kind or windows.
7. No drilling through an exterior wall, door or window is permitted.
8. A “flat” coaxial cable under a door or window sill in a manner that does not physically alter your dwelling or does not interfere with the proper operation of the door or window nor does not present a hazard or danger to any person is acceptable. Flat coaxial cables can be installed through a window or door without drilling ANY holes through any property or materials. It can be easily bent to put under the door jam or window sill. It comes with connectors and a self-adhesive strip for securing in place. It is inexpensive.

By signing below you agree to comply with Maryland Park’s Satellite Dish and TV Antenna policy. You also agree that if you improperly install or have installed by a 3<sup>rd</sup> party any dish or antenna, Maryland Park has the right to remove at your expense and you will also pay for any and all repairs for damages due to the improper installation. Maryland Park is not responsible for any contracts you may have a financial obligation to due to your disregard for these guidelines and policy

_____	____/____/____	_____	____/____/____
Tenant Signature	Date	Tenant Signature	Date
_____	____/____/____	_____	____/____/____
Tenant Signature	Date	Tenant Signature	Date

\_\_\_\_\_ Maryland Park Rep.



Maryland Park Apartments  
699 Robinson Lane  
Wilmington, DE 19805  
302-655-0274

Pet Application & Addendum to the Lease Agreement

Our Policy: We at Maryland Park will promote and reward responsible pet ownership. This application is a request for pet ownership, it is not an approval. You will be notified of an approval or denial. One application per pet.

Tenant Name: \_\_\_\_\_ Apt#: \_\_\_\_\_

Is requesting to keep a \_\_\_\_\_ as a pet in the apartment .

The breed of the animal is \_\_\_\_\_. The weight of the animal is \_\_\_\_\_.

The age of the animal is \_\_\_\_\_ months / years.

Puppies 6 months of age or under are NOT allowed.

\_\_\_\_ Please attach a picture of the animal with this application. We cannot approve any requests without a clear picture of the animal.

\_\_\_\_ Please provide a copy of current shot records, including rabies. Please provide a copy of the animals neutering or spaying certificate or receipt from either a veterinarian or SPCA or other reputable organization. Animals not spayed or neutered are NOT allowed.

Applications without an authentic certificate or receipt of neutering or spaying or proof of current shot records will not be approved.

\_\_\_\_ Please provide a copy of the current Delaware license for this pet.

This request is subject to approval from management. Tenant will be notified of approval by phone, email or letter within a reasonable time period.

Please list your current phone number:

\_\_\_\_\_

Please list an email address:

\_\_\_\_\_

You will receive an answer by either means above or by mail directly to your apartment.

If approved, a deposit will be required to be paid by the tenant.

This amount will be determined by Maryland Park management and will depend on the type, size, and age of the animal. ALL ANIMALS MUST BE NEUTERED OR SPAYED. The tenant understands and agrees that this deposit may be forfeited if the above pet has damaged the unit or Maryland Park property or grounds in any way. The tenant also understand and agrees to be completely and solely responsible for any and all damages that occurs from the pet and agrees to pay any additional fees or costs for said damages that the pet deposit does not cover including, but not limited to forfeiting of the apartment security deposit paid for the apartment lease. The apartment will be subject to inspections upon the discretion of Maryland Park management at any time within the term of the lease agreement with a 48 hour notification to the tenant. If there are no damages to the unit, property or grounds or any extra ordinary cleaning charges upon move-out at the end of the lease agreement, the pet deposit will be refunded.

X \_\_\_\_\_ (Initial) Date: \_\_\_\_\_

The tenant agrees to clean up and properly dispose of all animal waste and other messes on Maryland Park property created by the animal. Tenant agrees to clean the property grounds of all animal waste at the time of each occurrence. If tenant does not properly clean after the animal, Maryland Park will charge the tenant \$50 for each occurrence.

Tenant will receive a warning along with an invoice which would be due immediately. If tenant does not comply with the warning or does not properly clean up animal waste at the time of each occurrence, Maryland Park will require the removal of the pet from the rental unit within 7 days of notice and the approval for the pet will thus be revoked.

Tenant agrees to keep the animal quiet and to not disturb others in the surrounding apartments or area in general. The promoting of animal fighting will never be tolerated. The police will be called on every instance of known or suspected fighting. **Maryland Park will file for your immediate eviction in the case of any animal fighting incidents.**

Animals being walked outside must be on a reasonably short leash and never allowed to roam the grounds or hallways unattended. Animals are not allowed to be loosely leashed, tied up or chained outside of the apartment in the grass, on the decks or anywhere on Maryland Park property. Tenant agrees to have proper collars on all dogs with current tags displaying the dogs ID (pet's name, owner's name, address and phone number.)

Shot records must be up to date, including rabies shots and proof provided to Maryland Park. Tenant confirms that the animal has had all necessary shots and is current with all visits to a reputable veterinarian and will provide to Maryland Park proper proof. Tenant agrees to provide FLEA medication for all pets. Tenant agrees to be financially responsible for any flea infestation within the apartment and will treat the infestation by professional means. Tenant agrees to compensate Maryland Park for any treatments Maryland Park must arrange as necessary within the apartment on behalf of the tenant.

Tenant confirms that the animal is not in any way vicious or showed any signs of being vicious or dangerous to others in any manner nor has been a threat to anyone. Tenant agrees to be completely responsible for the animal's behavior, conduct and actions and accepts full responsibility in the event of intentional or unintentional harm to anyone caused by the animal. Tenant agrees and will permanently remove the animal if the animal shows any signs of aggression to others. Tenant agrees to do all possible to ensure the safety of every person and animal that comes in close contact to your animal. Long leashes (over 5 feet) are prohibited.

Tenant relieves Maryland Park from any liability regarding the animal. Tenant also agrees to fully assume all responsibility in the event of a lawsuit and completely absolve Maryland Park of any responsibility including but not limited to, attorney's fees, court fees and any money awarded to anyone for anything.

Complaints from other tenants for any reason related to the animal may be grounds for a rescinding of an approval to keep the animal in the unit. Maryland Park reserves the right to demand removal of the animal for any reason deemed appropriate and necessary and tenant agrees to do so within 7 days of notification.

Tenant agrees to care for the animal including feeding and providing shelter within the rental unit. Tenant is not allowed or authorized to keep any animal outside either on a rope or chain or allow the animal to roam freely. Tenant agrees to treat the animal humanely and without any verbal or physical abuse. Maryland Park reserves the right to contact Animal Control, the Delaware Humane Society or the SPCA for any complaints of abuse or for any disturbing reports of mistreatment or neglect of the animal.

X \_\_\_\_\_ (Initial) Date: \_\_\_\_\_



**Maryland Park Apartments  
Bed Bug Addendum**

This Bed Bug Addendum Agreement is entered between:

Tenant  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2<sup>nd</sup> Tenant  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

and

Landlord: Maryland Park Apartments  
Address: 699 Robinson Lane - Office  
Wilmington, DE 19805

This Bed Bug Addendum is designed to protect the quality of the rented unit's environment from the effects of bed bugs by providing enough information and instructions. Also, the Tenant's responsibilities will be clearly stated.

The Tenant hereby acknowledges that they have received and read the pamphlet "Do Not Let the Bedbugs Bite" which outlines how to detect bed bugs, how they spread how to prevent bed bugs, pest management, preparation for pest management and the overall responsibilities of the Tenant, Landlord and the pest management professional.

The Tenant acknowledges that the Landlord has inspected the unit and is not aware of any bed bug infestations. Tenant agrees that the unit has no evidence of bed bug infestation. Tenant is accepting the unit free of bed bug infestation.

The Tenant agrees that all the furnishings and personal properties that will be moved into the premises will be free of any bed bugs.

The Tenant hereby agrees to prevent and control the possibility of infestation by adhering to the following list of Tenant responsibilities:

1. The Tenant shall check for any hitch-hiking bed bugs. For example, if you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment.
2. The Tenant shall report any issues immediately to the Landlord.
3. The Tenant shall cooperate with all pest control efforts. If your unit or neighbor's unit is infested with bed bugs a pest management professional may be used to eradicate the bed bug issue. Your unit will have to be properly prepared for pest control treatment. The
4. Tenant comply with all recommendations and requests from Maryland Park and the pest control management specialist prior to professional treatment or be fined no less than \$500 for noncompliance.
5. The Tenant hereby agrees to reimburse the Landlord for expenses including but not limited to attorney fees and pest management fees that the Tenant may incur as a result of any infestation of bed bugs in the unit.
6. The Tenant agrees to hold the Landlord harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.
7. It is acknowledged that the Landlord shall not be liable for any loss of property to the resident as a result of an infestation of the bed bugs.
8. The Tenant hereby agrees to have personal property insurance to cover any such losses from bed bugs.

The undersigned Tenant hereby agrees and acknowledges to having read and understand this Bed Bug Addendum.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Maryland Park Management:

\_\_\_\_\_ Date: \_\_\_\_\_