

IVY HALL L.L.C.
IVY HALL APARTMENTS
400 Wollaston Avenue
Bldg E Office
Newark, DE. 19711

THIS RENTAL AGREEMENT , MADE THE _____ DAY OF _____, 20____, BETWEEN IVY HALL L.L.C., IVY HALL APARTMENTS 400 WOLLASTON AVE NEWARK, DELAWARE 19711 (HEREAFTER CALLED "LANDLORD")

AND

(Names inserted by Ivy Hall)

(Names inserted by Ivy Hall)

(HEREAFTER CALLED "TENANT")

WITNESSETH that the Landlord, for and in consideration of the covenants hereinafter mentioned to be kept and performed by the Tenant, does hereby demise the premise hereinafter described unto the Tenant, and the Tenant does hereby take the demised premise from the Landlord, that certain apartment or house known as:

IVY HALL APARTMENTS
400 WOLLASTON AVE
APT # _____ Room # _____
NEWARK, DELAWARE 19711

in New Castle County, State of Delaware, to be occupied as a strictly private room by ____ Adult and **0** children and **NO OTHERS** except with written approval of the Landlord, for the term of _____. Lessees are renting a room and not an entire apartment. Landlord reserves right to enter common area of the apartment at any time.

BEGINNING DATE: _____

ENDING DATE: _____

TOTAL AMOUNT OF RENT: \$ _____

SECURITY DEPOSIT PAID: \$ _____

MONTHLY RENT INSTALLMENTS: \$ _____

TOTAL MONTHLY INSTALLMENTS DUE: \$ _____

to be paid in advance in monthly installments, due on the first of each month. **This lease is expressly subject to the availability of the unit designated above at the commencement of the lease term. In the event that the current occupant of the unit wishes to renew the existing lease the landlord reserves the right to substitute the unit for one that is reasonably acceptable to the tenant. In the event that an acceptable alternative is not available, the tenant may void this lease agreement, have all funds paid to date returned and have no further obligations under this agreement.**

The Tenant in consideration of the said demise, and for his heirs, executors, administrators and assigns, covenants, and agrees with the Landlord, its successors and assigns, as follows:

_____ EPA Guidebook & Initial Page (included in this lease.)

1. NOTICE TO TERMINATE. In the absence of written notice given the Landlord to the Tenant or the Tenant to the Landlord at least (60) Sixty Days **prior to the expiration** of the Lease agreement this Rental Agreement will be automatically renewed at the termination thereof on a month to month basis, subject to the same covenants, conditions, agreements and regulations as are herein set forth, and so on until such notice by given by the Landlord at the demised premise for by the Tenant at the regular place of business of the Landlord or his Agent.

2. PLACE TO PAY. To pay rent at the time and in the manner, herein provided, at the office of the Leasing Agent, at:

IVY HALL APARTMENTS
400 WOLLASTON AVENUE Bldg E - OFFICE
NEWARK, DELAWARE 19711

without demand and on the day when due.

3. UTILITIES. The following utilities are provided with this rental unit, and no others expressed or implied:

ELECTRIC, GAS, WATER, SEWER, GARBAGE COLLECTION

Tenant shall not cause nor permit any waste or unreasonably excessive use of any utilities or services furnished with the rental of these premises. **Management reserves the right to install restrictive measures on utilities.**

4. KEYS/PARKING PASSES. Landlord shall furnish one mail box key and one Fitness Center key fob per apartment. Landlord shall furnish one apartment key and one building key per person named on the lease. Tenant is to return same at the termination of the Rental Agreement in good order or pay to Landlord as follows for each key not returned at the end of the lease agreement: Mail box key - \$15, Apartment key - \$25, Building key - \$50. Copies may be made of apartment keys at tenant's expense, other keys cannot be copied. If said keys are lost during tenancy, tenant agrees to pay rate determined by office. Landlord shall also furnish to tenant one parking permit for a 1 bedroom apartment and two parking permits for a 2 bedroom apartment. Additional permits may be issued at a rate determined by the office. Tenant agrees to abide by all rules and regulations associated with parking permit. (See attached addendum "Tenant Parking Rules & Regulations.")

5. APPLIANCES. The following appliances and fixtures are provided with this rental, in good mechanical working condition: STOVE, REFRIGERATOR. All repairs required thereto, or replacement thereof, made necessary by neglect or abuse, shall be at Tenants expense.

6. CARE OF PREMISES. The Tenant has examined and knows the condition of the demised premises and has received the same in good order and repair, and no representations as to the conditions thereof have been made by the Landlord prior to, or at the execution of this Rental Agreement, that are not herein expressed or endorsed hereon; and the Tenant will keep said premises and appurtenances, including grounds, landscaping, trees and shrubs, in a clean, neat and sanitary condition during the term of this Rental Agreement, in any way, will yield up the demised premise to the Landlord, in as good condition and repair as when received (loss be fire, and reasonable ordinary wear and tear excepted), any law or usage's or anything herein contained to the contrary thereof notwithstanding. The Tenant shall be liable to the Landlord for all damages to the demised premises and property, willful act, or otherwise, caused by the Tenant or the Tenant's family, guest, servants, and invitee. In the event Tenant fails to repair, replace or make good said damages, he shall pay all the expenses thereof to the Landlord.

7. DAMAGES TO COMMON AREAS/PROPERTY. Each Tenant agrees to monetary compensation, as additional rent, for any and all damages done to common area of rented room, apartment or hallways, including walls, doors and windows within the building in which Tenant resides whereupon it is the result of Tenant or Tenant's guest, invitee, or visitor's willful act or negligence. See attached addendum "Damages and Replacement Parts List".

8. **NEGATIVE COVENANTS.** The Tenant will not allow the demised premises to be used for any purpose other than as a private dwelling, and will not assign this Rental Agreement nor sublet the demised premises, not any part thereof, without, in each case, the written consent of the Landlord first had and obtained; and will not permit said premises to be used for any unlawful purpose that will injure the reputation of the same of the building of which they are of part; and will not permit the demised premises to remain vacant or unoccupied for more than (10) ten consecutive days except by prior agreement with Landlord.

9. **LOCKS, ACCESS, SIGNS.** Landlord and /or his Agent shall have free access to the demised premises at all times in case of emergency and, for any other reason between the hours of 8:00am and 9:00pm with (2) two days (48 hours) notice to the Tenant. If necessary, in order to gain said access, a key may be used, or locks or doors may be removed. Access to the demised premises shall not be withheld by Tenant under any circumstances. Locks are not to be removed or changed without written permission of Landlord or his Agent. Tenant shall allow to have placed upon said premise at all times notice of "FOR SALE" or "FOR RENT", and will not interfere with same; also, Tenant will allow said premises to be shown without interference to prospective purchasers or tenants between the hours of 9:00am and 9:00pm. Except in the case of emergencies and in so far as it is practicable to do so, Landlord shall give Tenant (2) two days notice of intent to enter the premises pursuant to this provision.

10. **REMOVAL OF RUBBISH.** Upon vacating the premises Tenant is responsible for removal of all personal property, rubbish, garbage, etc and disposed of in proper garbage containers provided. If not removed or disposed of properly, Landlord may have the same removed or disposed of properly and the premises cleaned, with the expense thereof to be paid by Tenant. Fines are assessed to Tenants for placing garbage in the hallways that necessitates removal by the Landlord.

11. **SURRENDER OF KEYS.** The act of surrendering the keys to these premises by the Tenant to the Landlord, without prior termination of this Rental Agreement in the manner herein provided shall not constitute nor be considered an acceptance by the Landlord of possession, not of termination of this Rental Agreement, nor shall any of the covenants herein be waived by surrender of keys.

12. **DAMAGES LESSOR NOT LIABLE.** The Landlord shall not be liable for any Tenant personal property damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking, or running of any cistern, tank, wishbone, water closet or waste pipe, in or above, upon or about said building or premises, nor damage occasioned by water, snow, or ice being upon or coming through the roof, trap door or otherwise, nor 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 excuse the Landlord from any liability occasioned by it's negligence. **Tenant is solely responsible for acquiring and maintaining RENTER'S INSURANCE on all personal valuables.**

13. **HOLD-OVER.** At the termination of this Rental Agreement, by lapse of time or otherwise, the Tenant agrees to yield up immediate possession to the Landlord, but nothing in this provision contained shall be construed as a waiver by the Landlord of any right of entry as herein set forth; nor shall the receipt of said rent, or any part thereof; or any other act in apparent affirmance of the tenancy operate as a waiver of the right to forfeit this Rental Agreement and the terms hereby granted for the period still unexpired, for any breach of any of the covenants herein contained.

14. **DISCHARGE COST, ETC.** The Tenant further covenants and agrees to discharge all reasonable expenses that shall be made and incurred by the Landlord in enforcing the covenants and agreements herein contained arising out of a breach of this Rental Agreement by the Tenant as determined in an appropriate legal proceeding.

15. **LATE/RETURNED CHECK OPTION.** Tenant agrees to pay, as additional rent, a late charge of 5% of the total rent amount for any portion of rent not paid within (5) five days after same becomes due. Tenant also agrees to pay \$45.00 for each check returned from financial institution for any reason.

16. PETS. Tenant shall not keep animals, birds, or pets of any kind (other than a seeing eye dog) in the demised premises for any length of time without specific written permission from Landlord or Tenant will be assessed a fine in the amount of \$100.00 and litigation will result for possession of the apartment. Any damage caused by said pet shall also be paid by Tenant. There are NO PETS allowed in our Shared Unit.

17. FIRE & CASUALTY. If during this term the premises shall be injured by fire or casualty which is not the fault of the Tenant they shall be repaired with all reasonable diligence by the Landlord, and the rent shall continue; but if the premises shall be rendered wholly untenable, as aforesaid, then this Rental Agreement shall terminate, and the Tenant, upon payment of rent to the days the premises are surrendered, shall not be liable for any further rent.

18. SAVE HARMLESS. Tenant shall hold Landlord harmless from all claims for damages of every kind and nature to both person and property arising out of willful acts or negligence of the Tenant, Tenant's guests, agents or invitees.

19. INCREASED FIRE HAZARD, ANNOYANCE, PUBLIC LAWS. Tenant shall not do or permit anything to be done in said premises, or bring or keep anything therein, which will in any way increase the hazard of fire or the rate of fire insurance on said building, or on property kept therein, or obstruct or interfere with the rights of other tenants, or in any other way injure or annoy them, or conflict with the laws relating to fires, or with any insurance policy upon the said building or any part thereof, or conflict with any other public laws, etc. Landlord reserves the right to file for possession of Tenant's apartment if Tenant(s) violate or willfully disregard the laws governed by the State of Delaware or any Federal laws.

20. TEMPORARY SERVICE LOSS. Temporary loss or lack of heat, hot water, sewerage service, utilities or any other service, where such service is to be furnished by Landlord, due to accident, breakdown, or any other cause, shall not constitute breach of this Rental Agreement or grounds for termination thereof.

21. ALTERATIONS & IMPROVEMENTS. No alterations, improvements or additions to the premises nor to any facilities, fixtures or equipment therein shall be made by Tenant without prior written approval by Landlord, and any such alterations, improvements or additions shall become a part of the premises and shall remain for the benefit of the Landlord upon termination of this rental Agreement, unless there is prior written agreement otherwise from the Landlord.

22. T.V ANTENNA/SATELLITE. No antenna or satellite may be installed by Tenant except upon written permission from and in a manner approved by Landlord. Tenant shall be fully liable for any damages resulting to premises therefrom. Any existing antenna is not to be altered or replaced without prior written permission of Landlord.

23. SIGNS. Tenant shall not expose any sign, advertisement, illumination or projection in or out of the windows or exterior, or from the building or upon it in any place without prior written approval of Landlord.

24. PLUMBING. Tenant shall be responsible for the correction of all plumbing stoppages caused by his negligence. A \$25 cash on-the-spot fee will be due upon all plumbing corrections made by maintenance after office hours.

25. HALLS, ETC. 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 same be used in any manner 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. Any and all articles removed from the halls/stairways, or property, by Landlord shall result in a fine to be paid by Tenant
See Exhibit "A" Rules and Regulations.

26. CONDUCT. Reasonable observance by Tenant of the rights, privileges and welfare of any other Tenant in the apartment building or adjacent premises is to be maintained at all times; and in the event the conduct of Tenant is in the opinion of the Landlord prejudicial to the interest of the Landlord or to the rights, privileges and welfare of other Tenants, or if Tenant otherwise breaches this Agreement, then Landlord may terminate this Rental Agreement at any time upon notice to Tenant.

27. SECURITY DEPOSIT. Tenant shall pay to Landlord upon the execution of this Rental Agreement a security deposit in the amount set forth on the first page of this Rental Agreement, to be held by Landlord to pay for damages above normal wear and tear, to pay for unpaid rent. Said deposit is not to be used by Tenant as an advance, or in lieu of final rent. Refund of the security deposit shall be in accordance with provisions of the Delaware Landlord/Tenant Code.

28. HEIRS & ASSIGNEES. All of the covenants and agreements herein contained shall be binding upon and inure to the benefit of the heirs; personal representatives, successors and assigns, of the Landlord and the Tenant, and further, the singular shall include the plural and the male gender include to female, or both male and female, whatever the context shall so require.

29. HEADINGS/APPLICATION. Marginal headings are inserted solely for convenience or reference and shall not constitute a part of the Rental Agreement, affect its meaning, construction or effect. The application is a part of the lease agreement.

30. SEE ATTACHED LEASE ADDENDUMS: **“NOISE DISTURBANCE/PARTIES ”**
 “DAMAGE & REPLACEMENT PARTS LIST”
 “TENANT PARKING: RULES & REGULATIONS”
 “FIRE PROCEDURES / EXTINGUISHERS”
 “INTERNET DISCLAIMER”

EXHIBIT "A" RULES AND REGULATIONS;

- 1). **RENT IS DUE ON THE FIRST OF EACH MONTH. A LATE CHARGE OF 5% OF THE TOTAL RENT AMOUNT IS APPLIED AFTER THE 5TH OF THE MONTH ON ALL OVERDUE PAYMENTS. THERE WILL BE A \$45.00 CHARGE FOR RETURNED CHECKS.**
- 2). **COMPLY WITH ALL MOVING INSTRUCTION. ALL PACKAGES, CASES, BARRELS, BOXES & OTHER CONTAINERS USED IN MOVING MUST BE MOVED BY RESIDENT. MOVING OR DELIVERY TRUCKS ARE NOT PERMITTED TO CROSS CURBS, WALKS OR LAWNS, AND MUST LOAD AND UNLOAD FROM THE STREET OR PARKING AREAS. A \$50 FINE WILL BE IMPOSED FOR PARKING ON ANY PART OF THE LAWN.**
- 3). **DISPOSE OF GARBAGE, REFUSE AND WATER IN CONTAINERS PROVIDED BY OWNER. INDIVIDUAL TRASH CONTAINERS ARE NOT PERMITTED TO BE PLACED OUTSIDE OR IN HALLWAYS OR RENTAL UNIT. FINES WILL BE IMPOSED FOR GARBAGE PLACED IN HALLWAYS \$25 PER BAG AND/OR ITEM.**
- 4). **PROVIDE APPROPRIATE CURTAINS OR SHADES FOR WINDOWS WITHIN A 30 DAY PERIOD FROM THE COMMENCEMENT OF SAID RENTAL AGREEMENT.**
- 5). **NOT OBSTRUCT THE HALLWAYS, WALLS, PASSAGES, STAIRWAYS, ENTRANCES OR OBSTRUCT WALKWAYS IN FRONT OR LEADING TO THE BUILDING OF WHICH THE UNIT IS A PART OF IN ANY WAY OR MANNER. BICYCLES MUST BE KEPT IN RENTAL UNIT OR ASSIGNED RACKS ONLY. MOTORCYCLES ARE NOT PERMITTED ANYWHERE WITHIN THE BUILDING AND MUST BE KEPT IN THE PARKING LOT.**
- 6). **NOT MAKE OR PERMIT TO BE MADE ANY DISTURBING NOISES IN OR ABOUT THE RENTAL UNIT, NOR ENGAGE IN BEHAVIOR WHICH 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 CONVENIENCES OF OTHER RESIDENTS; NOR PLAY OR PERMIT TO BE PLAYED ANY MUSICAL INSTRUMENT, TELEVISION, RADIO OR OTHER NOISE CREATING EQUIPMENT BETWEEN THE HOURS OF 9:00PM AND 8:30AM. TENANT AGREES TO COMPLY WITH THE CITY OF NEWARK CODE REGARDING NOISE AND DISORDERLY PREMISE. (SEE ADDENDUM "NOICE DISTURBANCES - PARTIES").**

- 7). NOT BRING INTO OR KEEP UPON OR SUFFER TO BE BROUGHT INTO THE RENTAL UNIT OR BUILDING OR WHICH RENTAL UNIT IS PART ANY EXPLOSIVE, OBNOXIOUS SUBSTANCES OR HAZARDOUS MATERIALS OR ANYTHING ILLEGAL.
- 8). **NO PETS OR ANIMALS TO BE CARRIED INTO OR KEPT IN THE RENTAL UNIT OR AROUND PROPERTY AT ANY TIME. A \$200.00 FINE WILL BE IMPOSED UPON TENANT.**
- 9). NOT ERECT ANY OUTSIDE AERIALS, WIRES, EQUIPMENT IN CONNECTION WITH ANY RADIO OR TELEVISION OR MAKE ANY OUTSIDE INSTALLATION WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER.
- 10). NOT CAUSE TO PERMIT ANY PERSON TO WASH, CLEAN OR POLISH ANY MOTOR VEHICLE IN THE PARKING AREA OR IN ANY OTHER PORTION OF THE COMPLEX. NOT PARK, STORE OR SUFFER TO PERMIT TO BE PARKED OR STORED ANY TRAILER, TRUCK, BOAT OR DISABLED MOTOR VEHICLE. ANY VIOLATORS WILL BE TOWED AT THE OWNERS EXPENSE.
- 11). ALL RESIDENTS ARE **RESPONSIBLE** FOR THE CONDUCT AND ACTIONS OF THEMSELVES, THEIR FAMILY, FRIENDS AND GUESTS AND **AGREE TO MONETARY COMPENSATION TO LANDLORD FOR ANY DAMAGES** TO RENTAL UNIT, HALLWAYS OR COMMON PROPERTY INSIDE OR OUTSIDE (INCLUDING BUT NOT LIMITED TO BUILDINGS & FIXTURES, MAILBOXES, TREES, SHRUBS ETC...) DUE TO WILLFUL ACTS OR NEGLIGENCE.
- 12). LOITERING IN HALLWAYS, SIDEWALKS, PARKING AREAS OR ANY OTHER UNAUTHORIZED AREA IS STRICTLY PROHIBITED.
- 13). NO ALTERATIONS, CONSTRUCTION, OR PAINTING IS PERMITTED WITHOUT CONSENT AND WRITTEN APPROVAL FROM LANDLORD.
- 14). THE USE OF WASHERS AND CLOTHES DRYERS IN THE APARTMENT (220-VOLT) IS NOT PERMITTED.
- 15). **SOCIAL GATHERINGS MUST BE LIMITED TO A MAXIMUM OF 12 PERSONS. TENANTS IN VIOLATION WILL BE SUBJECT TO MINIMUM FINES OF \$100 AND JUDICIAL ACTION. ALL DAMAGE COSTS AND/OR CLEANUP COSTS OF HALLWAYS, GROUNDS, OR COMMON AREAS IMPOSED BY MANAGEMENT WILL BE THE RESPONSIBILITY OF THE TENANT.**
- 16). TENANTS ARE RESPONSIBLE TO MAINTAIN THE ROOM AND ENTIRE COMMON AREA OF RENTAL UNIT IN A GOOD STATE OF PRESERVATION AND **CLEANLINESS**. ANY AND ALL DAMAGES TO RENTAL UNIT OCCURRING DURING TENANCY ARE UNACCEPTABLE AND ARE VIOLATIONS OF THE LEASE AGREEMENT AND GROUNDS FOR TERMINATION. TENANT AGREES TO APT. AND ROOM INSPECTIONS WITH PRIOR WRITTEN NOTICE FROM THE LANDLORD. UNCLEAN AND UNSANITARY CONDITIONS WITHIN THE COMMON AREA OF THE APARTMENT ARE LEASE VIOLATIONS AND GROUNDS FOR TERMINATION. TENANT WILL CLEAN AFTER EACH USE OF THE KITCHEN AND BATHROOM INCLUDING BUT NOT LIMITED TO ALL APPLIANCES, BATHTUB, TOILET, SINK AND ALL FLOORS.
- 17). **NOT PERMIT ANY ALCOHOLIC BEVERAGES OUTSIDE OF THE RENTAL UNIT AT ANY TIME. TENANT(S) ARE NOT PERMITTED TO STORE OR POSSESS KEGS, BEER BALLS OR OTHER LARGE QUANTITY ALCOHOL CONTAINERS. MANAGEMENT RESERVES RIGHT TO COLLECT WITHOUT RETURNING. OPEN ALCOHOL CONTAINERS OUTSIDE THE RENTAL UNIT IS AGAINST THE LAW AND PROHOBITED.**
- 18). THE AIR DRYING OF CLOTHES OR OTHER ARTICLES OUTSIDE THE RENTAL BUILDINGS, FROM WINDOWS, ON THE GROUND, CLOTHESLINES, RACK, OR OTHER DEVICES IS PROHIBITED.

ANY VIOLATIONS OF THE ABOVE RULES AND REGULATIONS WILL RESULT IN THE TERMINATION OF YOUR LEASE AGREEMENT AND PROCEEDINGS IN MAGISTRATE COURT FOR POSSESSION OF YOUR APARTMENT.

I (we) have read and fully understand the above listed rules and regulations and understand the results should any be violated.

I (we) also understand that in executing this lease, I (we) am accepting legal responsibility for payment of the entire rent although there may be others who are parties to this lease and who may live in the apartment. All parties to the lease and guarantors on application are jointly and severly liable for the entire rent.

If any portion of the rent is late, then a late fee shall be applied to the tenant's account. The tenant's application including co-signer information is a part of this lease and any and all co-signers agreeing to pay rent may be named in any court proceedings. All parties to the lease and guarantors are jointly and severly liable for liabilities and damages arising out of terms and provisions of this lease agreement.

All damages to the room and common unit are the responsibility of those who sign this lease regardless of who committed the damage.

IN THE EVENT OF A VIOLATION OF THIS LEASE AGREEMENT, ONE (1) WRITTEN WARNING WILL BE GIVEN TO TENANTS (WITH COPIES SENT TO ALL CO-SIGNERS) AND FURTHER VIOLATIONS WILL RESULT IN LEGAL ACTION TAKEN BY LANDLORD FOR POSSESSION OF THE APARTMENT.

TENANT _____ DATE _____

TENANT _____ DATE _____

TENANT _____ DATE _____

TENANT _____ DATE _____

IVY HALL L.L.C. REPRESENTATIVE:

_____ DATE _____

I/We Accept A Copy Of The Delaware State Landlord/Tenant Code.

TENANT SIGNATURE: _____

TENANT SIGNATURE: _____

TENANT SIGNATURE: _____

TENANT SIGNATURE: _____

IVY HALL L.L.C. REPRESENTATIVE

NOISE DISTURBANCES – Lease Violation

In accord with the attached Lease Agreement, this addendum is made part of the lease and is effective, and agreed upon, with the signing of the Lease Agreement, by all tenants who sign.

All underage drinking, open alcohol containers outside the rental unit, drug use or any conduct against the law, is a lease violation and will be reported the police.

NO NOISE. There is to be no noise disturbance inside or outside of your apartment, nor illegal conduct, nor any conduct which interferes with the rights, comforts, and conveniences of other tenants, especially after 9:00pm. There will be no loitering, lingering, gathering or congregating in hallways, common areas, sidewalks, parking areas or courtyards. Any violation of this provision will result in the termination of the lease agreement.

The arrest and conviction of a tenant who violates the City of Newark Noise and/or Disorderly Premise of the City of Newark Code more than one time within a one-year period shall be subject to eviction and the Lease Agreement will be terminated upon notification to tenant.

NO DEFACING OF PROPERTY. Destruction of property will not be tolerated. Tenant will keep their unit as well as the hallways, grounds, landscaping, trees and shrubs in a clean, neat and sanitary condition. If Tenant, or Tenant's guests, invitees, family, friends etc... contribute to damages or the need of cleaning or repairing of the above stated areas, any and all charges will be assessed to Tenant in writing and immediately due.

VIOLATION WARNINGS. Violators of this Lease Agreement and all rules and regulations as set forth in attached addendums will be given one (1) written warning sent directly to the tenant (copies will also be sent to all co-signers). Subsequent violations will result in termination of the lease agreement. Monetary compensation will be due for any violations or non-compliance of this Lease Agreement.

Tenants are responsible for the conduct of their family, friends, guests, or invitees who violate this Lease Agreement. Violations against this Lease Agreement and attached addenda will result in legal action taken against Tenant to terminate the Lease Agreement for violations committed by family, friends, guests or invitees wanted or unwanted.

Tenant understands the above consequences for violations of the Lease Agreement concerning “parties or gatherings” and “defacing of property” whether directly by tenant or indirectly by tenant’s family, guests, friends, servants, or invitees.

SOCIAL GATHERINGS MUST BE LIMITED TO A MAXIMUM OF 12 PERSONS

TENANTS IN VIOLATION WILL BE SUBJECT TO A FINE OF \$100 MINIMUM AND JUDICIAL ACTION FOR REMOVAL FROM UNIT. ALL DAMAGE COSTS AND/OR CLEANUP COSTS OF HALLWAYS, GROUNDS, OR COMMON AREAS WILL BE THE RESPONSIBILITY OF THE TENANT AND SHALL BE PAID TO THE LANDLORD IMMEDIATELY.

(Tenant’s Signature)

(Tenant’s Signature)

(Tenant’s Signature)

(Tenant’s Signature)

(Ivy Hall Rep Initials)

DAMAGE AND REPLACEMENT PARTS LIST

Ivy Hall L.L.C.. t/a Ivy Hall 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	\$300.00
Entrance Door to Building replacement	\$550.00
Entry Door Lock	\$60.00 per lock
Mailbox Lock	\$25.00
Interior Doors	\$150.00 each
Bi-Fold Doors or Sliding Closet Doors	\$100.00 each
Repainting Per Room other than One Coat White	\$150.00 min.chg.
Remove Contact, and/or Wallpaper	\$100.00 min chg.
Replace Electrical Switch or Outlet Covers	\$10.00 each
Replacement of Kitchen Floor Tile/Linoleum	\$200.00 min. chg.
Carpet Replacement	\$40.00 per sq.yd.
Carpet Shampooed PER ROOM	\$100.00
Hardwood repair / moisture damage, scratches, gouges etc.	\$100.00 min. chg
Drywall Repair Hallway and/or Rental Unit	\$75.00 per sq. ft.
Broken Window	\$100.00 per pane
Window Screens	\$50.00 per screen
Replace Light Fixture	\$75.00 each
Replacement of Light Covers	\$50.00 each
Replacement of Toilet Seat	\$45.00
Soap Dish, Towel Bar(s) or Toothbrush Holders	\$25.00 each
Stopped-Up Toilet (foreign objects - sanitary products, etc.)	\$25.00 min. chg.
Repair/Replace Counter and Vanity Tops	\$250.00 min. chg
Appliances with Stickers and/or Marks	\$10-100.00
Crisper in Refrigerator	\$50.00
Crisper Cover	\$30.00
Charge to Clean Cabinets and Closets	\$40.00 each
Charge to Clean Bathtub	\$100.00
Charge to Clean Sink, Toilets & Floor	\$100.00
Charge to Remove Trash Left in Apartment	\$25.00 per bag/item min. chg.
Charge to Clean Range, Hood, and Oven	\$100.00
Charge to Clean Refrigerator	\$100.00
Light Bulbs replacement	\$5.00 each
Medicine Cabinet replacement	\$60.00
Replacement of Door Knobs	\$35.00 each
Drip Pans Replaced	\$10.00 each
Bake Element in Oven	\$50.00
Damage to Refrigerator or/Freezer	\$50.00 min. chg.
Remove Bicycle from Hallway	\$25.00
Fluid Master Pump	\$20.00
Handle for Toilet	\$5.00
Fuses	\$5.00
Remove Trash from Hallway	\$25.00 per bag
Damage to Window Frame (and exterior aluminum wrapping)	\$200.00 min. chg.
Ceiling tile	\$30.00 min. chg.
Hallway Railing Repair/Replacement	\$100.00 min. chg
Non-Extermination Charge (Cabinets not emptied out)	\$40.00
Toilet stoppages / maintenance plunging charge after hours	\$25.00 upon correction
Lock-out charge after 4:00 PM, Monday thru Friday, all day Saturday, Sunday and holidays	\$25.00 CASH paid to person upon entry.

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, Materials, and charges incurred by outside companies.

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

	Tenant's Initials		Tenant's Initials
	Tenant's Initials		Tenant's Initials
	Ivy Hall Rep.		

TENANT PARKING RULES & REGULATIONS

Strictly enforced Please read carefully

To park at Ivy Hall you must register your vehicle at the office, during office hours only, and properly display inside the back windshield a valid permit in the vehicle, clearly visible and readable to those on the outside **PRIOR TO PARKING ON THE PROPERTY!**

All cars are to be parked front-end in. Do not back in spaces unless otherwise authorized to do so.

All tenants must park in any numbered space except for spaces 72 through 76. These are reserved for the office only.

DO NOT PARK - IN SPACES 72 THRU 76 (OFFICE SPACES). YOU WILL ALWAYS BE TOWED AND WITHOUT WARNING!

If You Have Guests:

You are responsible to inform all your guests that they cannot park at Ivy Hall unless a permit has been obtained from Ivy Hall office, during office hours, and is properly displayed in the vehicle, clearly visible and readable to those on the outside of the vehicle. These permits are temporary and must be obtained **BEFORE** parking the vehicle on the property. Guest temporary parking permits are not available for distribution during the evenings, weekends or any other time the office is closed. To avoid a difficulty, obtain the guest permit at least several days in advance and during office hours.

If You Have Or Need An Additional Space:

Available on a first come first served basis. Fees are considered additional rent and are due on the 1st of each month.

Parking rental - **\$50** per month or as agreed upon.

If You Change Your Vehicle Anytime During The Year:

Never remove a sticker and place on another car. If you change vehicles temporarily or permanently, you must re-register your new or different car at the office and receive a new permit **before** you park on Ivy Hall property. If Ivy Hall Office is closed, preventing you from receiving a new permit, you must park **off** the property until you re-register your vehicle during office hours and receive your new permit in order to avoid parking illegally and being towed. The previous sticker is voided and is no longer valid after re-registering. Any vehicle displaying an invalid sticker will be towed. To prevent any difficulties, plan ahead and re-register your vehicle and obtain your new sticker several days ahead of time. No stickers will be issued after the office has closed, evenings, or weekends.

Towing:

Any illegally parked vehicle, parked for *any length of time*, will be towed. An illegally parked vehicle is: (a) any vehicle that does not display any type of valid sticker, pass or permit issued by Ivy Hall or (b) any vehicle parked in the office spaces # 72 - 76 unless a valid permit **specifically** displaying those numbers has been obtained and properly displayed within the vehicle and made clearly visible or (c) any vehicle parked in the fire lanes, or (d) in front of or blocking access to any dumpster. All vehicles deemed not roadworthy or in poor condition and in need of mechanical or other repairs in order to be roadworthy will be towed. All vehicles with expired tags will be towed. All questionable vehicles will be towed or reported to the police.

It is your responsibility to obtain permits for you or your guests from Ivy Hall office, during office hours only, and properly display these permits. If you or someone you know is towed, DO NOT CALL IVY HALL.

Call: EWING TOWING @ 366-8806.

All fees imposed are not the responsibility of Ivy Hall Apartments.

These rules are enforced to insure the protection of the tenants at Ivy Hall. Thank you for your cooperation.

_____ Tenant's Initials

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_____ Ivy Hall Rep. Initials

FIRE PROCEDURES / EXTINGUISHERS

Each apartment has 1 portable fire extinguisher. It is installed in the kitchen of your apartment, or is located under the sink and is accessible in the event of a fire emergency. You, the Tenant, are responsible for the fire extinguisher. Please do not tamper with it or use it unnecessarily.

It is to be used in the event of an emergency only. Below lists the rules and regulations regarding the usage of it, as well as procedures to follow in the event of a fire emergency.

1. If a fire occurs:

- A. If it is small and easily contained, use the fire extinguisher.
- B. EVACUATE THE BUILDING and CALL THE FIRE DEPT “911”
- C. In all instances, CALL IVY HALL “366-1841” to report the incident.
- D. Ivy Hall must be notified immediately or as soon as it is possible to do so, if your fire extinguisher was used in the event of a fire, to avoid the costs of recharging or replacing. (See below)

2. If the alarms sound:

- A. EVACUATE THE BUILDING
- B. CALL IVY HALL “366-1841” in every incident.
- C. IF A FIRE: CALL FIRE DEPT “911”

THE ALARMS ARE NOT DIRECTLY MONITORED!
YOU are responsible to call Ivy Hall to report the situation!
IF NO ONE CALLS – NO ONE COMES TO TURN OFF ALARMS!

Deliberately setting the alarms off as well as tampering with the alarms, bells, or smoke detectors is against the law! CASH REWARDS are paid for information leading to the arrest and conviction of someone deliberately setting the alarms off or tampering with them!

FIRE EXTINGUISHER COSTS:

Recharging.....	\$50.00
Fire Extinguisher Damage.....	\$50.00
Fire Extinguisher replacement.....	\$100.00
Fire Extinguisher parts/repair.....	\$50.00
Bracket replacement.....	\$25.00

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INTERNET DISCLAIMER

Should you choose to use Ivy Hall's Internet Service at no charge to tenants

PLEASE READ THIS CAREFULLY

ALTERNATIVE SERVICE IS RECOMMENDED FOR PERIODS OF TEMPORARY LOSS

The Internet service at Ivy Hall is private and not a part of the University of Delaware nor are we connected to the University in any way.

Each apartment is equipped with 1 outlet in the Living Room along the inside wall. This outlet can accommodate one (1) ethernet cable cord connecting one (1) computer, router or hub which can accommodate more than one (1) computer. It can accommodate a wireless router or hub.

Ivy Hall is responsible for acquiring and maintaining, to the degree possible, Internet service to your apartment outlet. Internet service is provided to the outlet. After that – it is your responsibility,

Keep the outlet exposed (don't place furniture in front of) in case the need to troubleshoot should arise. Keep the area around the outlet free from dirt and dust as this could cause a loss of service within the outlet. Do not tamper with the outlet.

BACK-UP SERVICE: As with all services – temporary losses can and do occur. We do NOT guarantee this service. You are not paying for this service. We do not charge you for this service due to the fact that at times, service can be interrupted for one reason or another. We strongly suggest back-up access to the Internet. It is your responsibility to acquire some other alternative way to access the Internet should Ivy Hall's service be disrupted during a critical time period for you. You may not deduct rent for loss of Internet Service.

PROBLEM SOLVING

Problems can occur on the Tenant end. Please check the following before calling us.

(1) ROUTERS: Trouble for all can occur when a tenant improperly installs a router. If you have a router and the service was working but now is NOT – disconnect your router from the wall outlet. Plug your computer directly into the outlet, if not using wireless, and reboot your computer. Check for service. If service is restored – you must reconfigure your router. If, after disconnecting the router and plugging directly from your computer into the wall and rebooting your computer and you still do not have service – please call Ivy Hall to report the problem and to see if it is an "area" problem and not just an apartment problem. If it is an area problem – please keep your computer plugged into the outlet directly (NO ROUTER) and wait for service to be restored.

(2) CONFLICTS: Problems can also occur due to a conflict of software, a knowing or unknowing change in configuration or other computer settings. Have you downloaded anything new recently? Possibly there is a conflict. Can another computer using a different cord get access to the Internet through your outlet? Try a friend or a neighbor's laptop and cord plugged directly into your outlet to see if they get Internet service. Also check your settings in Internet Explorer to be sure they have not changed. Be sure your connection is set to "Obtain an IP automatically". Under "Tools" in Internet Explorer click "Internet Options" then go to "Connections". Click "Lan Settings" and check to see "Automatically Detect Settings" is checked. Uncheck any other checked item.

(3) CORDS: Invest in a new cord. Old cords can be frayed or ends may not have a good connection. When you do not have service, try a friend's cord that you know works.

(4) OUTLET: Please do not tamper with the outlets as they are sensitive. Check the jack on the wall. Be sure it is easily accessible, in tact and completely free of dirt and dust. If filth builds up around it and inside it, it could cause the connection to deteriorate. Do not remove the cover. If you suspect an outlet/jack problem call us immediately. We will correct any problems with the outlet.

CHARGES

If you cannot determine the problem of Internet service that is lost, please call Ivy Hall. Although we are not computer experts we can try to help you as much as possible. If you desire someone to visit your apartment to correct the problem – YOU WILL BE CHARGED A FEE if the problem is found to be within your computer such as software conflicts, configuration problems etc... or within your router, hub, or cord or if your outlet has been tampered or damaged in anyway. FEES vary according to depth of problem solving necessary. You will be billed for the fees that you are responsible for. The fees will be charged to your account. You will not be charged a fee if the problem is due to a responsibility of Ivy Hall.

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