

JOHN F. KLEINSTUBER  
AND ASSOCIATES, INC.  
REAL ESTATE  
SALES & RENTALS

REALTOR®  
EQUAL HOUSING  
OPPORTUNITY

SOUTH EAST CORNER OF DAGSBORO & COASTAL HWY  
FENWICK ISLAND, DE 19944  
302-539-4081 • FAX 302-539-8041  
www.fenwickisland.com

**RENTAL LEASE**

**TENANT**  
**NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**PROPERTY**  
**LOCATION:** \_\_\_\_\_  
**DESCRIPTION:** \_\_\_\_\_  
**RENT:** (including tax, security deposit, & processing fee) \_\_\_\_\_  
**LANDLORD:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_

- The Tenant \_\_\_\_\_ leases from the Landlord the furnished summer unit described above, to be used solely as a private dwelling by the Tenant and his family and house guests from the period beginning at 2:00 p.m. on \_\_\_\_\_ and ending at 10:00 a.m. on \_\_\_\_\_. This unit will be occupied by no more than \_\_\_\_\_. **THIS LEASE EXCLUDES UNCHAPERONED GROUP RENTALS. MAXIMUM OCCUPANCY OF 12 PEOPLE TOTAL IN ANY PROPERTY LOCATED IN TOWN LIMITS OF FENWICK ISLAND DUE TO FENWICK TOWN ORDINANCE. NON-COMPLIANCE OF THIS ORDINANCE IS GROUNDS FOR IMMEDIATE TERMINATION OF LEASE AND TENANCY.**
- The Tenant agrees to pay Agent, acting for Landlord, as rent, for the rental period the sum of \$ \_\_\_\_\_ including \$ \_\_\_\_\_ tax where applicable and \$ \_\_\_\_\_ security, plus a \$ \_\_\_\_\_ processing fee. The rent is payable as follows: \$ \_\_\_\_\_ (40 % of rent) which we have received as deposit; the balance \$ \_\_\_\_\_ **CASH, CASHIER CHECK OR MONEY ORDER** on day of occupancy.
- Unit contains beds as follows: Single \_\_\_\_\_, Double \_\_\_\_\_, Queen \_\_\_\_\_, Hide-A-Bed \_\_\_\_\_, Other \_\_\_\_\_
- Tenants are to furnish all linens, towels, and blankets.
- CATV Cable (is)(is not) available. Property does have at least one television set. Televisions, VCR's, DVD's, icemakers, microwaves and internet service, where provided, are a courtesy of the owner and cannot be guaranteed.
- Unit (is) (is not) air conditioned. However, due to local service conditions, we do not guarantee air conditioning, but we will do our best to have any problem corrected.
- Tenant will pay all the toll charges where a telephone is installed.
- Pets are not allowed, no exceptions. Please don't try to sneak them in – we find out! This is cause for loss of Security Deposit.
- SECURITY DEPOSITS: A \$ \_\_\_\_\_ security deposit is being required by our owners due to recent misuse of some units. This deposit will be returned within 30 days to Tenant once it is determined the unit was left essentially as it was found at occupancy.**
- Tenant must secure key from Agent between 2:00 and 4:30 p.m. on date of occupancy.** If you must check in late, call the office at (302) 539-4081 to make special arrangements for occupancy. If no such special arrangements are made, Tenant cannot be guaranteed access to the unit after 5:00 p.m. on the date of occupancy. Tenant shall return key and parking permit, if applicable, to Agent upon departure no later than 10 a.m. on check-out day. Not returning Parking Permit could result in loss of Security Deposit.
- If the Tenant fails to pay the remainder due and or fails to take occupancy as indicated, all deposits shall be retained by the Landlord as liquidated damages and tenant is relieved of further payment of lease. If tenant cancels reservation and property is re-rented the deposit will be returned to the tenant.
- This lease may not be assigned or subleased to any other party without the written consent of the Landlord or Agent for Landlord.
- All utilities except telephone are included in Rental Fee.
- Tenant and Landlord agree that John F. Kleinstuber and Associates, Inc. is acting as Agent only and has no liability to either party for performance of any of the terms of this Agreement. Agent may terminate this lease at anytime.
- Tenant acknowledges that he has either personally inspected the premises and accepted it "as is" or if not, hereby waives the right to withhold rent for any alleged deficiency in the premises or to otherwise claim that the property has been misrepresented to him either by the Agent or Owner.
- Tenant agrees that neither John F. Kleinstuber and Associates, Inc., Agent nor the Owner will be held liable or responsible, in any way whatsoever, for any injuries, accidental or otherwise, that may be insured or suffered upon the premises from any cause whatsoever during the term of this agreement. Owners will not be held responsible (refund wise) for any "Acts of God." Guests are strongly encouraged to obtain Vacation Insurance from a qualified Insurance Agency to protect themselves against such incidences.
- Tenant and Agent for Landlord, hereby agree to conditions stated above and execute the lease this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*Please sign & return White Copy*

\_\_\_\_\_  
Agent for Landlord

\_\_\_\_\_  
Tenant

**NO SMOKING IN ANY OF OUR HOMES PLEASE**

Balance of Rental Payment is to be paid by CASH, CASHIER CHECK, or MONEY ORDER

**PLEASE NO SMOKING & NO PETS**