

DELAWARE REALTY MANAGEMENT LLC
@COLDWELL BANKER
2700 KIRKWOOD HIGHWAY
NEWARK, DELAWARE 19711
www.delawarerentalhomes.com

Agreement to Process Application & Lease

PHONE(302) 995-2535

FAX(302)995-2550

In consideration of the covenants herein contained, _____ (hereinafter called "Owner") and Delaware Realty Management LLC (hereinafter called "Agent"), for the property located at _____, agree as follows:

1. The owner agrees:
 - a. To save the agent harmless from all damage suits in connection with the processing of the application and lease signing of the herein described property and from liability from injury suffered by an employee or other person whomsoever and to carry at his own expense necessary public liability insurance adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the agent in the same manner as the owner and will name the agent as co-insured. The agent also shall not be liable for any error of judgment or for any mistake of fact or law, except for cases of willful misconduct or gross negligence.
 - b. That the tenant's security bond deposit shall be held in escrow as directed under the Delaware Landlord Tenant Code.
 - c. The owner agrees to comply with the Delaware Landlord Tenant Code in its entirety and to all Fair Housing laws.
 - d. That agent does not "guarantee" the collection of rents, tenant payment of utilities, or proper conduct of tenants.
 - e. The covenants and conditions herein contained shall apply to and upon the heirs and legal representatives and assigns of the parties hereto and all covenants are to be construed as conditions of this agreement.
 - f. To pay Delaware Realty Management the following fees for performing said services:
 1. \$350 to have Delaware Realty Management process an application from a tenant (provided by the owner); pull the applicants' credit report (at a cost of \$35.00 per application paid by the tenant); check rental references provided by tenant and obtain employment and income information; sign the lease with the tenant approved by the owner and collect the first month's rent and security deposit that is to be sent to the owner.
 - g. The \$350 fee described in section 1f will be deducted from the rent collected from tenant unless already received from owner. If rent collected does not cover the fee in full the owner agrees to remit to Delaware Realty Management LLC the difference upon demand.
 - h. Delaware Realty Management LLC shall not be responsible for any personal items left in the unit(s) by owner.
 - i. Owner must provide the name and location of the bank where the tenants' security deposit will be held.
 - j. Owner must provide the name, address, telephone number of the person to send rent to, send maintenance requests to, call in case of an emergency, etc.
 - k. Owner must register the property in accordance with local law.

The terms and conditions of this agreement are the entire agreement and understanding of the parties. The owner acknowledges that he has read, understands and approves of the provisions and covenants of the agreement. If your home was built prior to 1978 it is Federal law that you complete and sign the enclosed lead paint disclosure form and return it with this agreement.

IN WITNESS WHEREOF, the parties have hereto, or caused to be affixed, their respective signatures this _____ day of _____, 201__.

Agent

Owner

Agent

Owner

Owner's SSN: _____-_____-_____

Telephone # Home: _____

Rent for the home: _____ - **Utilities tenant is responsible for:** _____

Utilities owner pays: _____

Other information on home: _____

Info to include in lease: _____

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

- _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the lessor (check one below):
- _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- _____ (c) Lessee has received copies of all information listed above.
- _____ (d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

- _____ (e) Agent has informed the lessor of the lessor's obligations under 43 U.S.C 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____	Date	_____	Date
Lessor		Lessor	
_____	Date	_____	Date
Lessee		Lessee	
_____	Date	_____	Date
Agent		Agent	