

DELAWARE RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "Lease" is made and entered into this 28th day of May, 2020, by and between the Landlord known as BeachTime.com LLC by David Moskowitz sole member with a mailing address 25 Read Ave Unit 7

in the City of Dewey Beach, State of Delaware hereinafter known as the "Landlord" and the Tenant(s) known as David Moskowitz, hereinafter known as the "Tenant(s)" for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROPERTY. Landlord owns property and improvements located at 25 Read Ave Unit 7 City of Dewey Beach, State of Delaware (hereinafter referred to as the "Property"). Landlord desires to lease the Property to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord upon the terms and conditions contained herein.

LEASE TERM. This Lease shall commence on 28 day of May, 2020, and end on 28 day of May, 2030, at 11:59 PM local time (hereinafter referred to as the "Term"). Upon the end of the Term, Tenant shall be required to vacate the Property unless one of the following circumstances occur:

- A. Landlord and Tenant formally extend this Lease in writing or create and execute a new, written and signed Lease; Or
- B. Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date or the minimum time period required by the State, whichever is less. Notices to terminate may be given on any calendar day, irrespective of the commencement date. Rent shall continue at the rate specified in this Lease, or as allowed by law. All other terms and conditions as outlined in this Lease shall remain in full force and effect.

RENT. Tenant shall pay to Landlord the sum of \$ 1 per month (hereinafter referred to as "Rent") for the Term of the Lease. The due date for Rent payment shall be the 1st day of each calendar month and shall be considered an advance payment for that month (hereinafter referred to as the "Due Date"). Weekends and holidays do not delay or excuse Tenant's obligation to pay Rent on time.

ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the building or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built,

constructed, or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the property at the expiration or earlier termination of this Lease.

QUIET ENJOYMENT. Upon payment of all sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, Tenant shall and may peacefully and quietly have, hold, and enjoy said Property for the term hereof.

INDEMNIFICATION. Landlord shall not be liable for any injury to the tenant, tenant's family, guests, or employees or to any person entering the Property and shall not be liable for any damage to the building in which the Property is located or to goods or equipment, or to the structure or equipment of the structure in which the Property is located, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.

DISPUTES. If a dispute arises during or after the term of this Lease between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or canceling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

LEAD-BASED PAINT DISCLOSURE. If the Property was constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property and the total building facilities. There are no oral agreements, understandings, promises, or representations between the landlord and tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property and the total building facilities shall be of no force or effect and shall not be used to interpret this Lease.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

Landlord's Signature  Date 5/28/2020
Print Name BeachTime.com LLC Sole Member David Moskowitz

Tenant's Signature  Date 5/28/2020
Print Name David Moskowitz

DISCLOSURE OF INFORMATION ON LANDLORD-TENANT CODE

THIS AGREEMENT made and entered into between BeachTime.com LLC ^{Side Member} David Moskowitz, "Landlord" and David Moskowitz, and _____, Tenant(s)".

Tenant(s) is renting from Landlord the Property located at: 25 Reed Ave Unit 7 Dewey Beach DE 19971

The Delaware Residential Landlord-Tenant Code Summary will tell you about the most common laws concerning your rights and responsibilities as a tenant. The most important law to know about is the Residential Landlord-Tenant Code, Chapters 51, 53, 55, 57 and 59 of Title 25 that can also be found in its entirety online at: <http://www.delcode.delaware.gov/title25/c053/index.shtml>.

TENANT'S ACKNOWLEDGEMENT: (initial)

DM Tenant has received a Summary of the Delaware Residential Landlord-Tenant Code

CERTIFICATION OF ACCURACY

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

DM 5/28/20
Landlord Date
David 5/28/20
Tenant Date

Agent Date

Landlord Date

Tenant Date

Agent Date

REQUIRED LEASE DISCLOSURES & ADDENDUMS IN DELAWARE

The following disclosures or addendums are either required for some or all residential lease agreements in Delaware.

1. **Landlord-Tenant Code Summary** - for all rental units in Delaware.
2. **Lead Based Paint Disclosure** - for rental units built prior to 1978.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR 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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

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

ii) _____ 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 (i) or (ii) below):

i) _____ 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).

ii) nd 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) nd Lessee has received copies of all information listed above.

d) nd 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 42 U.S.C. 4852d 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 they have provided is true and accurate.

<u>nd</u>	<u>5/28/20</u>	_____	_____
Lessor	Date	Lessor	Date
<u>nd</u>	<u>5/28/20</u>	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date