

# Month-to-Month Lease Agreement — State of Delaware

State of Delaware

**Monthly Rent:** \_\_\_\_\_

**Security Deposit:** \_\_\_\_\_

**Lease Term:** Month-to-Month

**Rent Due:** 1st of month

## PARTIES & LEASED PREMISES

This Month-to-Month Rental Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_ ("Tenant"). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the residential premises located at: \_\_\_\_\_ ("Premises").

## TENANCY TERM & TERMINATION NOTICE

**TENANCY TERM:** This tenancy shall begin on a month-to-month periodic basis. Either Landlord or Tenant may terminate this Agreement by providing at least thirty (30) days' written notice to the other party prior to the next rent payment due date.

## MONTHLY RENT & PAYMENT TERMS

**RENT:** Tenant shall pay Landlord a monthly rent of \_\_\_\_\_ in advance, on the 1st day of each month. Payment shall be made via \_\_\_\_\_. If rent is not paid in full by the due date, Tenant shall be subject to late fees in accordance with the laws of the State of Delaware.

## SECURITY DEPOSIT HELD & RETURN

**SECURITY DEPOSIT:** Tenant shall deposit the sum of \_\_\_\_\_ with Landlord as security for any damage caused to the Premises during the tenancy. Landlord shall hold and return the deposit in compliance with the laws of the State of Delaware. Landlord shall return the deposit to Tenant within the maximum timeframe permitted by state law.

## UTILITIES & UTILITY PAYMENTS

**UTILITIES:** Landlord shall pay for the following utilities: None. Tenant shall be responsible for and pay for all other utilities, including: All other utilities.

## PETS & PROPERTY POLICIES

**PETS & POLICIES:** No pets of any kind shall be kept on the Premises without the prior written consent of the Landlord.

**PARKING:** Parking space allocation is established as follows: Unassigned spaces.

## GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

This Agreement represents the entire understanding between the parties regarding the periodic tenancy of the Premises.

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## STATE-REQUIRED PROVISIONS

**DELAWARE RESIDENTIAL LANDLORD-TENANT CODE (25 DEL. C. § 5514): SECURITY DEPOSIT IS CAPPED AT ONE (1) MONTH'S RENT FOR LEASES OF ONE YEAR OR MORE. DEPOSIT MUST BE HELD IN A FEDERALLY INSURED ESCROW ACCOUNT LOCATED IN DELAWARE. LANDLORD MUST RETURN DEPOSIT WITHIN 20 DAYS AND GIVE 48 HOURS' ENTRY NOTICE (25 DEL. C. § 5509).**

## SIGNATURES

\_\_\_\_\_  
Signature

**Landlord:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature

**Tenant:** \_\_\_\_\_

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