

## RESIDENTIAL LEASE / RENTAL AGREEMENT (ALASKA)

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

Landlord (or Agent): [NAME OF LANDLORD OR LANDLORD'S AGENT]  
Address: [address of Landlord or Agent]

**and**

Tenant: [NAME(S) OF TENANT(S)]

In consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

### 1. Premises

[street address]  
[city / town], Alaska [zip] (the "Premises")

Landlord hereby leases to the Tenant the above Premises upon the following terms and conditions.

### 2. Term

The duration of this Agreement shall be for a term of \_\_\_\_\_ [years/months], commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and terminating on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Term"). [if tenant is taking possession prior to commencement of the Term: Tenant shall have the right to occupy the Premises from [set out date of possession] until commencement of the Term, under the terms and conditions of this Agreement. Upon expiration of the Term, if the parties mutually agree to the Tenant's holding over of the Premises, this Agreement shall convert to a month-to-month tenancy.

### 3. Rent

Rent for the Premises shall be [AMOUNT OF MONTHLY RENT IN WORDS] DOLLARS (\$####.##) per month to be paid in advance on or before the first (1<sup>st</sup>) day of each month without demand or notice therefor. Each monthly Rent payment shall be paid by one check, [pre-authorized debit] or money order per month. Cash will not be accepted under any circumstances. All Rent and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address hereinbefore set out, or such other address as the Landlord may from time to time designate in writing to the Tenant. If Rent payments are being sent by regular mail, Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the 1<sup>st</sup> day of the month. If any Rent payment is hand delivered to the Landlord, Tenant should request a receipt from the Landlord as confirmation.

Partial rental payments may be refused at the option of the Landlord. If all rent is not paid on or before the fifth (5<sup>th</sup>) day of the calendar month, the Tenant shall be charged a late fee of TEN DOLLARS (\$10.00) per day, to a maximum of FIFTY DOLLARS (\$50.00). In addition, the Tenant agrees to pay an administrative charge of TWENTY-FIVE DOLLARS (\$25.00) for each NSF check, i.e. any check returned by the bank for non-sufficient funds. Late fees may be waived, at the Landlord's option, if Tenant notifies the Landlord at least \_\_\_\_\_ days prior to the due date for a Rent payment and the parties mutually agree to an alternate payment date.

Landlord shall not increase the Rent hereunder without providing Tenant sixty (60) days prior written notice of such increase.

### 4. Security Deposit [NOTE - unless the rent is more than \$2,000 per month, the total of security deposits and prepaid rent cannot exceed 2 months' rent.]

A security deposit of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$###.##) collected from Tenant, receipt of which is hereby acknowledged, shall be held by the Landlord as security against loss from damage, nonpayment of rent, or any other breach of this Agreement by Tenant. Landlord shall deposit the security deposit in a non-interest bearing account for the Term of this Agreement, and shall promptly

return the security deposit, or unused portion thereof (if any) within fourteen (14) days of the Tenant vacating the Premises.

Tenant agrees that the actual cost of hiring professional carpet cleaners to clean the carpets upon the Tenant vacating the Premises shall be deducted from the security deposit, PROVIDED, however, that if Tenant elects to hire professional carpet cleaners and provides Landlord with a receipt for same, Landlord will not make such deduction from the security deposit. If the Premises requires additional cleaning, it shall be billed at \$##.## per hour and deducted from the security deposit. Landlord shall provide Tenant with an itemized list of deductions from the security deposit, together with the balance thereof, if any, in accordance with A.S. 34.03.070b.

It is expressly understood that Tenant shall not direct the Landlord to apply the security deposit as unpaid Rent or other charges during the Term of this Agreement.

**5. Occupancy & Use of Premises**

Occupancy of the Premises is limited solely to the individuals listed below: *[list all adults and children who will be living in the premises]*

No person(s) other than those listed above shall occupy the Premises for a period of more than 45 days without the prior written consent of the Landlord. Tenant shall report any anticipated change in occupancy for the approval of the Landlord as soon as reasonably possible, and in any event at least \_\_\_\_ days prior to such change.

The Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

**6. Utilities & Services**

The following utilities and services shall be provided and/or paid for by the party indicated beside each item:

| Service / Utility        | Provided by |        |
|--------------------------|-------------|--------|
|                          | Landlord    | Tenant |
| Electricity              |             |        |
| Gas / heating            |             |        |
| Water / sewer            |             |        |
| Telephone                |             |        |
| Cable TV                 |             |        |
| Garbage pick-up          |             |        |
| Trash receptacles        |             |        |
| Lawn care                |             |        |
| Snow removal             |             |        |
| Laundry facilities       |             |        |
| Smoke detector batteries |             |        |
| Light bulb replacements  |             |        |

*[if Tenant is responsible for water bills: At the end of the Term of this Agreement, the Tenant shall submit a receipt showing that the final water bill has been paid. Failure to provide this receipt within \_\_\_\_ days of vacating the Premises will result in the actual charges being assessed against Tenant's security deposit.]*

**7. Appliances & Furnishings**

The Landlord shall supply the following appliances, window coverings, carpets and/or furnishings: *[list]*

Initials: \_\_\_\_\_

**8. Parking & Storage of Vehicles**

The Tenant shall be provided with \_\_\_\_\_ parking stall(s), *[if stalls are numbered or otherwise identifiable: being parking stall(s) numbered/ designated as \_\_\_\_\_]*.

The Tenant shall park only the following vehicle(s) in the aforementioned parking stall(s):  
*[description of vehicle(s) by make, model, color, year and license plate]*

The Tenant acknowledges and agrees that any vehicle other than the vehicle(s) listed above which is parked in the designated parking stall(s) may be towed away and the cost of such towing will be the responsibility of the vehicle's owner. *[for on-street or parking other than in parking stalls: The Tenant will be assigned a parking sticker for each of the above listed vehicles, which are to be placed on the right rear or side window of vehicle. Tenant will be charged \$#.## for each new, replacement or lost parking sticker. Failure to install a parking sticker may result in the subject vehicle being towed at the owner's expense. No vehicles are to be parked in front of or beside the dumpster(s) or in any area designated as a "No Parking" area. Any vehicle found parked in these areas will be towed at the expense of the vehicle owner. All vehicles parked in the parking areas or on the street around the Building must be in working order.*

It is the Tenant's responsibility to ensure that the Tenant's family, guests and invitees do not park in areas designated for use by other tenants, or in such locations or in such a manner as to obstruct the vehicles of other tenants.

**THIS IS A 12-PAGE DOCUMENT.**

Initials: \_\_\_\_\_