

Alaska Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Alaska Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per AS 34.03.240, acceptance of rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms of this Agreement or rules or regulations subsequently adopted by Landlord constitutes a waiver of the right of Landlord to terminate this Agreement for that breach, unless otherwise agreed after the breach has occurred.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of

[\\${ProratedRent}](#).

8. SECURITY DEPOSIT.

- A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. **Per AS 34.03.070(a), the security deposit may not exceed two months' rent, except for units where the rent exceeds \$2,000 per month.**
- B. **Trust Account.** Per AS 34.03.070(c), all money paid to Landlord by Tenant as prepaid rent or as a security deposit shall be promptly deposited by Landlord, wherever practicable, in a trust account in a bank, savings and loan association, or licensed escrow agent. Landlord may commingle prepaid rents and security deposits in a single financial account; however, Landlord shall separately account for prepaid rent and security deposits received from Tenant. Landlord may not commingle prepaid rent and security deposits with other funds. Landlord may not use money held for one tenant in a trust account to
- i. refund the security deposit of another tenant;
 - ii. apply to the payment of another tenant's accrued rent;
 - iii. apply to damages suffered by Landlord because of another tenant's noncompliance with AS 34.03.120 (i.e. tenant's maintenance obligations).
- C. **Allowable Charges.** Per AS 34.03.070(b), upon termination of the tenancy, property, or money held by Landlord as prepaid rent or as a security deposit may be applied to the payment of accrued rent and the amount of damages that Landlord has suffered by reason of Tenant's noncompliance with Tenant's maintenance responsibilities or AS 34.03.120. The accrued rent and damages must be itemized by Landlord in a written notice mailed to Tenant's last known address within the time limit prescribed by subsection (D) below, together with the amount due Tenant. In this subsection, "damages"
- i. means deterioration of the Premises and, if applicable, of the contents of the Premises;
 - ii. does not include deterioration
 - a. that is the result of normal wear and tear;
 - b. caused by Landlord's failure to prepare for expected conditions or by Landlord's failure to comply with an obligation of Landlord imposed by law.
- D. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. If Landlord or Tenant gives notice that complies with this Agreement, Landlord shall mail the written notice and refund required by subsection (C) above within **14 days** after the tenancy is terminated and possession is delivered by Tenant, except Landlord shall have **30 days** after the tenancy is terminated to mail the refund if costs are deducted for damages that Landlord has suffered because of Tenant's noncompliance with Tenant's

maintenance responsibilities or AS 34.03.120. If Tenant does not give proper notice, Landlord shall mail the written notice and refund required by subsection (C) above within **30 days** after the tenancy is terminated, possession is delivered by Tenant, or Landlord becomes aware that the Premises is abandoned. If Landlord does not know the mailing address of Tenant, but knows or has reason to know how to contact Tenant to give the notice required by subsection (C) above, Landlord shall make a reasonable effort to deliver the notice and refund to Tenant.

E. **Penalty.** Per AS 34.03.070(d), if Landlord willfully fails to comply with this section or AS 34.03.070(b), Tenant may recover an amount not to exceed twice the actual amount withheld.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.**
 - A. **Pet Agreement Required.** Except for service animals for the disabled, no animal, bird or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
 - B. **Pet Security Deposit.** Per AS 34.03.070(h), Landlord may demand or receive an additional security deposit from a tenant who has a pet on the Premises that is not a service animal. The additional security deposit
 - i. may not exceed the periodic rent for one month; and
 - ii. shall be accounted for separately from prepaid rent or a security deposit received under this Agreement and may be applied only to the amount of damages that are directly related to the pet of Tenant.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of

Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:

- i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
- ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.

C. **Holdover.** Per AS 34.03.290, if Tenant remains in possession without Landlord's consent after expiration of the Agreement Term or after termination of a month-to-month tenancy, Landlord may, after serving a notice to quit to Tenant under AS 09.45.100 - 09.45.105, bring an action for possession. If Tenant's holdover is willful and not in good faith, Landlord may recover an amount not to exceed **one and one-half times the actual damages**. If Landlord consents to Tenant's continued occupancy, AS 34.03.020 applies.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **30 days'** written notice to Tenant.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Per AS 34.03.100, Landlord shall:

- i. make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
- ii. keep all common areas of the Premises in a clean and safe condition;
- iii. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
- iv. provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal;
- v. supply running water and reasonable amounts of hot water and heat at all times, insofar as energy conditions permit, except where
 - a. the building that includes the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection; or
 - b. the Premises does not have a well or water provided by a direct public utility connection and this Agreement specifically states that the duty of Landlord to supply running water or hot water to the Premises is waived by Tenant;
- vi. if requested by Tenant, provide and maintain locks and furnish keys reasonably adequate to ensure safety to Tenant's person and property; and
- vii. provide smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095.

B. Tenant's Responsibilities. Per AS 34.03.120, Tenant

- i. shall keep the Premises occupied and used by Tenant as clean and safe as the condition of the Premises permit;
- ii. shall dispose all ashes, rubbish, garbage, and other waste from the Premises in a clean and safe manner;
- iii. shall keep all plumbing fixtures in the Premises or used by the Tenant as clean as their condition permits;
- iv. shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances, including elevators, in the Premises;
- v. may not deliberately or negligently destroy, deface, damage, impair, or remove a part of the Premises or knowingly permit

any person to do so;

- vi. may not unreasonably disturb, or permit others on the Premises with Tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment;
- vii. shall maintain smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095;
- viii. may not, except in an emergency when Landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the Premises without first securing the written agreement of Landlord and, immediately after changing the locks, providing Landlord a set of keys to all doors for which locks have been changed; in an emergency, Tenant may change the locks and shall, within five days, provide Landlord a set of keys to all doors for which locks have been changed and written notice of the change;
- ix. may not unreasonably engage in conduct, or permit others on the Premises to engage in conduct, that results in the imposition of a fee under a municipal ordinance adopted under AS 29.35.125; and
- x. may not allow the number of individuals occupying the Premises to exceed the number allowed by applicable law, by a covenant limiting Landlord's use of the Premises, or by this Agreement.

Tenant may not knowingly engage at the Premises in prostitution, an illegal activity involving a place of prostitution, an illegal activity involving alcoholic beverages, an illegal activity involving gambling or promoting gambling, an illegal activity involving a controlled substance, or an illegal activity involving an imitation controlled substance, or knowingly permit others in the Premises to engage in one or more of those activities at the Premises.

When terminating the tenancy, Tenant shall leave the Premises in substantially the same condition, except for normal wear and tear, as the condition of the Premises at the beginning of the tenancy, including, in Landlord's discretion, professionally cleaning the carpets if the carpets were professionally cleaned immediately before the tenancy began. In this subsection, "normal wear and tear" has the meaning given in AS 34.03.070.

C. Maintenance Responsibilities by Written Agreement.

- i. If the Premises is a one- or two-family residence, Landlord and Tenant may agree in writing that Tenant perform Landlord's duties specified in (A)(iv), (v), (vi), and (vii) of this section. Tenant may agree to perform the duties specified in (A)(iii) of this section if the rent exceeds \$2,000 a month. Landlord and Tenant may also agree in writing that Tenant perform specified repairs, maintenance tasks, alterations, and remodeling; but Tenant may not agree to maintain elevators in good and safe

working order. Agreements are allowed under this subsection (C) only if the transaction is entered into in good faith and not for the purpose of evading the obligations of Landlord.

- ii. Landlord and Tenant of a Premises other than a single family residence may agree that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if
 - a. the agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of Landlord and is set out in a separate writing signed by the parties and supported by adequate consideration; and
 - b. the agreement does not diminish or affect the obligation of Landlord to other tenants.

D. No Public Sewer or Water Service. A landlord of a single-family residence located in an undeveloped rural area or located where public sewer or water service has never been connected is not liable for a breach of subsections (A)(iii) or (v) above if the Premises at the beginning of the Agreement Term did not have running water, hot water, sewage, or sanitary facilities from a private system.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the

Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

22. RULES AND REGULATIONS. Per AS 34.03.130:

A. Landlord may adopt rules and regulations, which shall be posted prominently on the Premises, concerning Tenant's use and occupancy of the Premises. A rule or regulation is enforceable against Tenant only if

- i. its purpose is to promote the convenience, safety, health, or welfare of the tenants; to preserve Landlord's property from abusive use; or to make a fair distribution of services and facilities held out for the tenants generally;
- ii. it is reasonably related to the purpose for which it is adopted;
- iii. it applies to all tenants in in a fair manner;
- iv. it is sufficiently explicit in its prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply;
- v. it is not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of it at the time Tenant enters into this Agreement.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and if it does not work a substantial modification of this Agreement.

23. EXTENDED ABSENCES. Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

24. ABANDONMENT.

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord may obtain possession of the Premises in any manner provided by law. Landlord may relet the Premises and hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the Agreement Term (if this

Agreement had continued in force) and the net rent for such period realized by Landlord by means of such reletting. Landlord shall use reasonable efforts to rerent the Premises in order to mitigate damages.

- C. **Personal Property.** Landlord and Tenant agree that the procedure in AS 34.03.260 shall not apply to this Agreement and instead agree as follows. Upon termination of the tenancy including but not limited to a termination after expiration of the Agreement Term or by surrender or abandonment of the Premises, if Tenant has left personal property upon the Premises and Landlord reasonably believes that Tenant has abandoned such personal property, **Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby releases Landlord for all liability for doing so.**

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25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per AS 34.03.140:

- A. Tenant may not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; to make necessary or agreed repairs, decorations, alterations, or improvements; to supply necessary or agreed services, to remove personal property belonging to Landlord that is not covered by this Agreement; or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- B. Landlord may enter the Premises without the consent of Tenant in the case of emergency.
- C. Landlord may not abuse the right of access or use it to harass Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give Tenant at least **24 hours notice** of intention to enter and may enter only at reasonable times and with Tenant's consent.
- D. Unless Tenant has abandoned or surrendered the Premises, Landlord does not have a right of access to the Premises except
- i. as permitted by this section;
 - ii. by court order; or
 - iii. as permitted by AS 34.03.230(b) (i.e. abandonment);

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written

consent of Landlord.

28. GROUNDS FOR TERMINATION OF THE TENANCY.

A. Termination by Landlord. Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. Tenant refuses to allow lawful access to Landlord, per AS 34.03.300(a); or
- iv. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- ii. Landlord breaches the warranty of habitability described by the maintenance responsibilities in this Agreement;
- iii. Landlord unlawfully removes or excludes Tenant, per AS 34.03.210;
- iv. Landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant, per AS 34.03.300(b); or
- v. otherwise provided by law.

29. INSURANCE AND LIABILITY. Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

30. SUBORDINATION. This Agreement is subordinate to any existing or future mortgages or deeds of trust.

31. RELEASE OF TENANT INFORMATION TO THIRD PARTIES. Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.

32. EMINENT DOMAIN. If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.

33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
35. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
36. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
37. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
38. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
39. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
40. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

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