**PLEASE DO NOT USE THIS LEASE WITHOUT ALSO FIRST READING THE COMPANION DOCUMENT, “EXPLANATION OF LEASE PARTICULARS.”**

 ***RESIDENTIAL LEASE AGREEMENT***

This Lease Agreement ("Lease") is made effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ("Landlord"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ("Tenant").

The parties agree:

**PREMISES.** In consideration of the lease payments provided in this Lease, Landlord leases to Tenant residential real estate located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Kodiak, Alaska 99615 (“the Premises”).

**TERM.** The lease term is \_\_\_\_\_\_ months (with/without first month prorated), to begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ and terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly payments of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable in advance on the first day of each month, except that the prorated rent for the first \_\_\_\_\_ days, in the amount of $\_\_\_\_\_\_\_\_\_\_\_, shall be paid upon execution of this instrument. Lease payments shall be made payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or either of them, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address), or directly to Landlord’s bank account as arranged. The payment address may be changed from time to time by Landlord.

**LATE PAYMENTS.** Tenant shall pay a late fee of $\_\_\_\_\_ for each payment that is not received by Landlord within five days after the payment’s due date. The purpose of this late fee is to compensate Landlord for the expense of processing a delinquent account.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged $ 25.00 for each check that is returned to Landlord for any reason, including lack of sufficient funds. This charge will be in addition to any late fee that may be due.

**SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall pay to Landlord a security deposit of $\_\_\_\_\_\_\_\_\_\_\_, to be held by the Landlord during the term of this lease, or any extension or renewal of it, as security for the full, faithful, and punctual performance by the Tenant of all lawful covenants and conditions of this lease, including the obligation to pay rent. Upon termination of the lease, the security deposit shall be disbursed for accrued rent and damages attributable to the Tenant pursuant to AS 34.03.120, as provided by AS 34.03.070, and any balance shall be returned to the Tenant. During the Term of this Lease, if Landlord determines that any deduction is to be made from the security deposit for charges arising under this Lease or by law, Landlord will give written notice to Tenant of the deduction and the reason for it within 30 days of the date on which Landlord makes the deduction. In that instance, Tenant agrees to pay Landlord all sums as may be necessary to restore the security deposit to the amount set forth above. The parties expressly agree that the SECURITY DEPOSIT IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages recoverable by the Landlord be limited to the amount of the security deposit.

 The Landlord shall promptly deposit the security deposit in a/an interest-bearing/non-interest bearing trust account with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (financial institution). If the deposit is placed in an interest-bearing account, the Tenant shall be entitled to any interest earned, provided the total amount of the interest and the deposit exceeds the amount of assessable damages.

 If the Tenant provides proper notice of moving out (vacating), then the Landlord shall give the Tenant a written itemized list of damages and amounts due the Landlord (if any) together with a return of the amount due the Tenant (if any) within 14 days of the Tenant's vacating the property. However, the Landlord may withhold an amount of the security deposit sufficient to cover actual costs if the Tenant: causes damage or fails to maintain the Premises; does not leave the property thoroughly clean and in the same condition as it was when the Tenant moved in (other than ordinary wear and tear that cannot be removed by cleaning); or fails fully to comply with any other term(s) of this Lease.

**PET DEPOSIT.** Upon execution of this Lease, if Landlord has provided written authorization to Tenant to house on the premises a pet that is not a service animal, Tenant shall pay to Landlord an additional pet security deposit of $\_\_\_\_\_\_\_\_\_\_\_, to be held by the Landlord during the term of this lease, or any extension or renewal of it, as security against damages that are directly related to the pet of the tenant. This deposit shall be accounted for separately from prepaid rent or security deposit and may be applied upon termination of the tenancy to damages attributable to the pet in the same manner and time as the security deposit.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**USE OF PREMISES**. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_ childrenexclusively, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant for no more than \_\_\_\_\_\_ days, to use or occupy the Premises without first obtaining Landlord's written consent. No guest may use or occupy the premises for more than \_\_\_\_\_ days. Tenant shall comply with all laws, ordinances, rules and orders of all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

**DAMAGE TO PREMISES**. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from that time except for the purpose of enforcing rights that may have then accrued under this agreement. The rental provided to that time shall then be accounted for by the parties, and the Landlord shall refund any pre-paid rentals beyond that date. Should a portion of the Premises be rendered untenable, the Landlord shall have the option of either repairing the injured or damaged portion or terminating this Lease. If Landlord exercises its right to repair the untenable portion, the rental shall abate in the proportion that the injured portion bears to the whole Premises, and that part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

**ABSENCES.** Pursuant to the provisions of AS 34.03.150, Tenant shall notify Landlord whenever Tenant anticipates an absence from the Premises of seven or more days and shall notify Landlord not later than the first day of the absence, or as soon reasonably possible after the tenant knows the absence will exceed seven days.

**ALTERATIONS AND IMPROVEMENTS.** Tenant agrees that no changes, alterations, installations, repairs or decorations (including application of paint, stain and other finishes) (“Improvements”) shall be made without Landlord’s written consent. Unless the Landlord otherwise advises the Tenant in writing at least ten days before the expiration or termination of the Lease, all Improvements by Tenant, whether with or without Landlord’s written consent, shall be left in the Premises and Tenant has no right to remove them. The Landlord reserves the right to require the Tenant to remove some or all of the Improvements and to restore the Premises after their removal. If Landlord exercises its right to have some or all of the Improvements removed, Landlord will notify the Tenant in writing at least ten days prior to the expiration or termination of this Lease which Improvements are to be removed and which are to remain, and Tenant shall remove them at Tenant’s expense. If Tenant shall fail to comply, the expense of removal and the expense of restoring the premises to its former condition shall be deducted from the security deposit.

**COVENANTS BY LANDLORD**. Landlord covenants and agrees to maintain all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances, in good and safe working condition, subject to the covenants undertaken by Tenant below. Landlord further covenants and agrees to comply with applicable building and housing code requirements materially affecting the health and safety of the Tenant.

 Landlord's failure to comply with the above requirements shall not give rise to a right in Tenant to terminate this Lease, unless Tenant has given Landlord written notice of the defective condition and Landlord has failed to repair or cure the condition within 30 days of Landlord's receipt of the Tenant’s notice.

 Tenant may not terminate this Lease if Tenant, a member of Tenant's family or an invitee or guest of Tenant intentionally or negligently causes a defective condition. Further, the intentionally or negligently caused defective condition shall be repaired at Tenant's sole expense.

**COVENANTS BY TENANT.** Tenant covenants and agrees to (a) abide by all Landlord rules and regulations as may be applicable to the Premises and imposed or changed from time to time; (b) keep the Premises clean and safe; (c) use all electrical, plumbing, heating, ventilating and air-conditioning facilities and appliances in a reasonable manner; and (d) conduct himself or herself, and require their children and guests to conduct themselves, in a manner that will not disturb Tenant's neighbors. Tenant shall not (a) intentionally or negligently destroy, damage or remove any part of the Premises, including standing live trees, (b) permit any person to intentionally or negligently destroy, damage or remove any part of the Premises, including standing live trees or (c) dispose of any paint, waste tires, petroleum or petroleum-based products, or pesticides or insecticides on the Premises.

Tenant shall not change or add locks without notifying Landlord immediately and providing Landlord with duplicate keys to the locks.

Tenant covenants and agrees to care for, maintain and repair the Premises, equipment, appliances and fixtures, including (a) replacement of light bulbs, fuses, faucet washers, furnace and air conditioning filters; (b) clearing or thawing clogged or frozen pipes, toilets and drains; (c) caulking around tubs and showers; (d) replacement of broken locks, glass, screens, plaster, floor coverings, light fixtures and other equipment, (e) mowing of grass, raking of leaves, removal of fallen branches and sticks and removal of snow and ice from all walks, steps and drives, (f) cleaning of gutters, downspouts and drains, and (g) replacement of water filters.

Tenant further agrees that Tenant shall not leave windows or doors in an open position during any inclement weather. Tenant shall keep all lavatories, sinks, toilets and all other water and plumbing apparatuses in good order and repair and use them only for the purposes for which they were constructed and shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited in the lavatories, sinks, toilets or other water and plumbing apparatuses. The cost of any damage to any apparatus, including the cost of clearing stopped plumbing resulting from misuse, shall be borne by Tenant. Tenant shall deposit all trash, garbage, rubbish or refuse in the locations provided for it and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements.

Upon the expiration or termination of this Lease, Tenant shall deliver the Premises in substantially the same condition in which the Tenant received the Premises, excepting reasonable wear and tear. Landlord has professionally cleaned all carpets in the premises within \_\_\_\_ days before the tenancy began; Tenant shall professionally clean the carpets within \_\_\_\_\_ days before termination of the tenancy. Tenant agrees to pay for all repairs and cleaning required as a result of extraordinary wear and tear, including professional cleaning of the carpets if Tenant has not done so.

During the Term, Tenant shall give Landlord prompt written notice of any defects in or damage to the Premises or to any equipment, appliances and fixtures attached to the Premises. In the event further damage occurs between the time Tenant discovers a defect and the time Tenant notifies Landlord of the defect, Tenant shall pay the cost to repair the further damage, unless it could not have been avoided had Tenant promptly notified Landlord of the defect.

Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by (a) Tenant, (b) any guest of Tenant, or (c) other persons on the Premises with Tenant's consent, whether or not those persons are known by Tenant.

**ACCESS BY LANDLORD TO PREMISES.** Subject to the provisions of AS 34.03.140, Landlord shall have the right to enter the Premises to make inspections, provide necessary services or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. Except in the case of an emergency, or in the event that providing notice would be impractical or impossible, Landlord shall give Tenant reasonable notice of Landlord’s intent to enter and shall enter the Premises only at reasonable times.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services in connection with the Premises. Oil in any fuel tanks or propane tanks shall be measured at the beginning and at the termination of the tenancy, and the TENANT shall receive an appropriate debit or credit for the net value of the difference in the supply on the respective dates. The debit or credit shall be based on the fair market value of fuel oil at the termination of the lease.

**PROPERTY INSURANCE and INDEMNIFICATION.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant agrees to indemnify, defend and hold Landlord harmless against all claims or assertions of every kind and nature. Landlord strongly recommends the Tenant secure a renter’s insurance policy, which can be obtained through most insurance carriers.

**HAZARDOUS MATERIALS**. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes. Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Property Taxes. Tenant shall pay all personal property taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within seven days (or any other obligation within ten days) after written notice of the default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and add the cost of that action to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages and expenses suffered by Landlord by reason of Tenant's defaults, and all money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not they are designated as "additional rent."

**HABITABILITY.** Tenant has viewed the Premises and fixtures and acknowledges the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord. Tenant shall complete and sign the Tenant’s Move-In Inspection (Appendix 1) within ten days of taking possession of the Premises and deliver it to Landlord.

 **PETS.** The Tenant is permitted to have on the Premises: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 No additional pets shall be allowed without the prior written consent of the Landlord.

 **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

 **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and personally delivered; or forwarded by mail, postage prepaid, addressed as indicated below; or, if the parties have established and demonstrated a course of conduct of communicating electronically by email, social media, or text message, by delivery by the method indicated below:

 LANDLORD:

Name:

Address:

 Kodiak, AK

 99615

Email:

Telephone:

TENANT:

Name:

Address:

 Kodiak, AK

 99615

Email:

Telephone:

These means of contact shall be considered valid unless and until changed from time to time by either party by providing notice as set forth above.

 **ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, oral or written. This Lease may be modified or amended only in a writing signed by the party obligated under the amendment.

**GOVERNING LAW.** This Lease shall be construed under the laws of the State of Alaska.

**SEVERABILITY.** If any portion of this Lease be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting that provision it would become valid and enforceable, then that provision shall be deemed to be written, construed and enforced as so limited.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

**FAILURE TO ENFORCE LEASE NOT A WAIVER.** Landlord's (a) acceptance of Rent or conduct not in compliance with Tenant's obligations under this Lease or (b) waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach of or non-compliance with this Lease, and the terms and provisions of this Lease shall remain in full force and effect. Tenant is notified that acceptance by Landlord of Rent with knowledge of a material non-compliance by Tenant shall not constitute a waiver of Landlord's right to terminate this Lease by reason of the non-compliance.

**PROHIBITION AGAINST SMOKING.** Smoking of any substance, including cannabis, is not allowed in the premises under any circumstances, and smoking of cannabis is not permitted anywhere on the property. If Tenant, a member of Tenant's family or an invitee or guest of Tenant smokes, with or without Tenant’s permission or knowledge, Tenant agrees to pay all costs associated with removal of any residual odor to Landlord’s satisfaction.

**WATER SYSTEM MAINTENANCE.** Tenant is responsible for minor routine plumbing system maintenance.

**MILITARY CLAUSE.** Tenant may terminate this lease upon 30 days’ written notice to the Landlord if:

(1) the Tenant receives orders transferring, discharging, or retiring him/her from the duty station or assignment; or

(2) the Tenant is released or retired (including medical retirement) from active duty; or

(3) Tenant is assigned temporary additional duty out of the geographical area (40-mile radius) for 90 days or more;

(4) the Tenant is notified by the Base Housing Office that base housing is available for occupancy by the

Tenant; or

(5) the Tenant has leased the property prior to arrival in \_\_\_\_\_\_\_\_\_\_\_\_\_, Alaska, and his/her orders are changed

to a different area prior to occupancy of the quarters; or

(6) a Co-Tenant, who is also in the military, is given PCS orders or TDY orders for 90 days or more, ordered into

government housing, or is released or retires from active duty

It is agreed and understood that termination of the tenancy as a result of the exercise of this military clause does NOT, in and of itself, allow landlord any right, claim or entitlement to keep any portion of tenant’s security deposit; and landlord’s obligations with respect to the security deposit under A.S. 34.03.070 shall be based upon the date which is 30 days after tenant posts the notice to landlord as required. Tenant shall not be liable for rent after the 30-day period, and Landlord agrees to release the Tenant from all obligations under the lease, including but not limited to any obligation to pay rent through the original termination date. Any money paid by Tenant as the last month’s rent is not part of the security deposit and shall be refunded or prorated and credited to any rent due before the new date for the termination of the lease, without further notice.

However, notwithstanding the provisions of this Section, Tenant shall remain liable for all charges or liabilities that may have accrued as of the date of termination.

**TERMINATION BY DEATH OR MISSING STATUS**. If the TENANT or TENANT’S spouse should die or be reported in a missing status under 37 U. S. Code Section 551 during the term of this lease, the surviving spouse of the deceased or missing person or the Executor or Administrator of the deceased person’s estate may terminate this lease by giving at least one month's written notice. This right to terminate the lease must be exercised within 120 days of report of death or missing status.

**WITNESS THE SIGNATURES OF THE PARTIES BELOW:**

LANDLORD:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TENANT:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A TO RESIDENTIAL LEASE**

Dated \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Landlord”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Tenant”), relating to lease of the premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Alaska,

**UTILITY CHARGES**

ITEM TO BE PAID BY ITEM TO BE PAID BY

Electricity ........\_\_\_Tenant\_\_\_\_ Landlord Sewer…............\_\_\_Tenant\_\_\_\_\_ Landlord

Water......…......\_\_\_Tenant\_\_\_\_ Landlord Garbage............\_\_\_ Tenant\_\_\_\_\_ Landlord

Telephone.........\_\_\_Tenant\_\_\_\_ Landlord Gas…................\_\_\_Tenant\_\_\_\_\_ Landlord

Heating Oil .....\_\_\_Tenant\_\_\_\_ Landlord Cable TV...........\_\_\_Tenant\_\_\_\_\_ Landlord

**INSPECTION AT COMMENCEMENT OR OCCUPANCY**

PERSONAL PROPERTY LOCATED ON THE PREMISES

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