

RENTAL/LEASE AGREEMENT

This residential lease shall pertain to that real property, known as
Apartment # [redacted]
11401 Heritage Court
Eagle River, Alaska 9577
and hereafter referred to as “ the PROPERTY”.

The parties to this lease shall include

Peter Carpenter, the, owner, landlord, and manager hereafter referred to as
LANDLORD,
and
[redacted], and [redacted], hereafter referred to as TENANTS.

This lease is made and agreed between LANDLORD and TENANTS for the
PROPERTY, and on the date indicated at the bottom hereof.

1) TERM

The term (duration) of this agreement is [redacted] twelve months, starting on the [redacted] 1st day of
[redacted] October, 2013, and ending on the [redacted] 30th day of [redacted] September, 2014.

2) SECURITY DEPOSIT

- a) The deposit shall guarantee the faithful performance of all terms and conditions of this agreement including rent due and owing, as well as damages. The LANDLORD will conform to the law in handling monies received and remaining at the conclusion of the lease as damage deposit.
- b) The LANDLORD accepts the sum of [redacted] \$\$\$\$\$ from the TENANTS as deposit on the rental/lease of the above noted PROPERTY payable on or before the signing of this contract unless agreed to in writing by both parties.
- c) A portion of the deposit amount shall be credited toward unpaid rent (including late charges, damages, &/or violation fee(s) for non-compliance) once such rent, etc., becomes overdue. If, thereby, the deposit remaining shall be less than [redacted] \$\$\$\$\$, TENANTS shall pay the balance within 30 days after billing for such balance.
- d) LANDLORD retains the right to sue for the remaining rent and all damages resulting from the breach of the TENANTS of this agreement.

3) RENT & FEES

- a) Beginning on the [redacted] 3rd day of [redacted] October, 2013 and on the 3rd day of each month thereafter, the sum of [redacted] \$\$\$\$ will be paid as monthly rental. All rent is payable in advance. Any failure by the TENANTS to pay rent or other charges when due, shall authorize the LANDLORD to terminate the tenancy by giving the TENANTS written notice in accordance with the law.

- b) Full rental payment is due on or before the 3rd of the month, following the month of initial occupancy. Rent will be payable in full to LANDLORD no later than the 5th day of the month. Payments made after the 5th day of the month will be assessed **late fees** of **5%** of the monthly rent per each day late, and in such event LANDLORD may still choose to give “Notice to Quit” at any time after the rent is late.
- c) Rent shall be deposited into an account provided by Landlord (See below.) and be available by due date. Other forms of payment may be accepted at LANDLORD’s discretion.
- d) LANDLORD/MANAGER will, within 14 days after TENANTS vacates the premises (provided that 30 days written notice has been given), notify TENANTS in writing of any accrued rent, damages, or cleaning costs deducted from the security deposit. It is the responsibility of the TENANTS to notify the LANDLORD, in writing, of their new address for security deposit return. In the event TENANTS have failed to give such notice of address, such notice of amounts deducted from the deposit may be delivered by mailing to
 - the address of the premises indicated above (TENANTS BEING RESPONSIBLE TO ARRANGE FOR THEIR MAIL BEING FORWARDED).
 - the following (postal or e-mail) address(es):
- e) Rent is to be directly deposited into the bank account identified as follows:
 Wells Fargo Bank
(name of bank) (account number)
 Any rents lost will be treated as if unpaid until received by the LANDLORD. Monthly rent must be in the possession of the LANDLORD by the due date (the 3rd of each month) or else late fees will be applied.
- f) The Landlord may charge a **\$25.00** per violation fee to the TENANTS if the TENANTS are found to be in violation of rules outlines in this agreement.

4) INSPECTION & OCCUPANCY

- a) The TENANTS have examined the premises, accept them in their present condition and agree to keep said premises at all times in as good order and condition as they are now (or such condition as they later may be put, by the LANDLORD).
- b) Ordinary wear and tear resulting despite careful usage, without fault on the part of the TENANTS, and damage by the elements, are alone exempted from TENANTS’ obligation to pay for damages. The premises are rented to the TENANTS for occupancy by **## adults** and **## minors**.

- c) If TENANTS are given permission from LANDLORD for additional occupants, there will be an additional charge of **\$75.00** per month per person. If rent is being subsidized by any entity for the TENANTS, the LANDLORD may be required to notify such agency if TENANTS allow other person(s) to live in the premises. Therefor, persons in addition to those listed in this contract who remain over 7 days will be considered additional occupants. Additional occupancy without written consent of the LANDLORD shall constitute a breach of this agreement, and will be grounds for eviction.
- d) The TENANTS must notify the LANDLORD of an absence of longer than 7 days. This tenancy may not be assigned, nor may the above PROPERTY be sublet under any circumstance, except as allowed by AS 34.03.060.

5) UTILITY CHARGES

- a) The financial responsibility for any utility, assessment, or charge, not specifically agreed herein to be that of the LANDLORD, shall become that of the TENANTS. The TENANTS shall submit, upon demand by the LANDLORD, proof that said charges or assessments have been paid.
- b) Any utility service paid by the TENANTS, as provided above, which has been canceled due to non-payment will incur liability on the part of the TENANTS to the LANDLORD, for any fees associated with re-establishing the service.
- c) It is understood by and between the parties hereto that the following conveniences shall be furnished and paid for as outlined below.

SERVICE/ COMPANY	PAID BY:
Natural Gas /ENSTAR	<input type="checkbox"/> TENANTS <input checked="" type="checkbox"/> LANDLORD
Common Area Electric/ MEA	<input type="checkbox"/> TENANTS <input checked="" type="checkbox"/> LANDLORD
WATER/ AWWU	<input type="checkbox"/> TENANTS <input checked="" type="checkbox"/> LANDLORD
Trash/ AK waste	<input type="checkbox"/> TENANTS <input checked="" type="checkbox"/> LANDLORD
Rented Units Electric/ MEA	<input checked="" type="checkbox"/> TENANTS <input type="checkbox"/> LANDLORD
Cable TV, Internet, Phone, Other	<input checked="" type="checkbox"/> TENANTS <input type="checkbox"/> LANDLORD

6) RULES & REGULATIONS

- a) The TENANTS agree to strictly perform all terms and conditions of the rental agreement and to abide by all rules and regulations of the complex established by the LANDLORD. The TENANTS shall comply with all obligations imposed upon TENANTS by the applicable provisions of all municipal and state codes, statutes, ordinances and regulations.
- b) TENANTS **must**:

- i) Keep the part of the premises, which they occupy and use, as clean and sanitary as the conditions permit. If living conditions are un-sanitary or rodents and/or insects inhabit the building as a result of TENANTS' living habits, it will be grounds for eviction.
 - ii) Properly dispose of all rubbish, garbage, and other organic or flammable waste in a clean and sanitary manner at reasonable and regular intervals (not to exceed dumpster limits), and assume all cost of extermination and fumigation for infestation caused by TENANTS. Facility dumpster MUST be closed and locked after each use.
 - iii) Properly use and operate all electrical, gas, heating, plumbing, and other fixtures and appliances supplied by the LANDLORD.
 - iv) Report to LANDLORD any condition that needs repair and or maintenance, including but not limited to water leaks and or toilet systems that constantly run. If damages result because said conditions were not reported, TENANTS are liable for costs of repairs.
- c) TENANTS must **not**:
- i) Conduct any business activity on the property, nor to store any materials that relate to anything commercial or to a hobby that is not consistent with residential standards, either on the property or within the dwelling.
 - ii) Intentionally or negligently destroy, damage, impair or remove any part of the structure or dwelling with the appurtenances hereto, including the facilities, equipment, furniture, furnishings and appliances, or permit any person acting under their control to do so.
 - iii) Create any disturbance or loud party that violates the rights of other tenants.
- d) TENANTS shall be assigned ### parking space(s) and shall not park in any other assigned spaces. It is expressly understood and agreed that the assigned parking space(s) at said PROPERTY is/are limited to privately owned, operational passenger vehicles. TENANTS shall not store any recreational vehicles, boats, or trailers of any kind. The TENANTS hereby grants the LANDLORD the undisputed right, with 24 hours written notice, to remove any vehicles from the parking space which vehicle or vehicles are inoperable, and remain inoperable for 14 consecutive days.
- e) Pets are allowed only in accordance with written permission. Any approved pets shall be listed below prior to obtaining occupancy. At no time are additional animals allowed on premises, even temporarily, anywhere on or in the property without the written approval of the LANDLORD. These pet prohibitions apply to mammals, reptiles, birds, fish, rodents, and insects, including non-pet animals used in trade or profession.

Pets Approved: YES NO

If YES; Species, type, name, description is required below.

Quantity	Species	Type	Name	Description
#	Cat			

No other pets will be approved for this apartment.

- f) TENANTS will not allow any illegal activities to be conducted on the premises including the use, sale, or distribution of illegal substances.
- g) Smoking is only allowed on the TENANTS' personal decks with the sliding door closed. TENANTS shall not smoke outside entry doors or near other apartments. Cigarette butts are to be disposed of by the TENANTS safely and in the garbage. It is not acceptable to dispose of butts in the yard or snow. Cost of damages caused by a TENANTS' smoking will be the responsibility of the TENANTS.
- h) Fireplaces in apartment are not to be used by TENANTS unless authorized by landlord. The fireplace vent is to remain closed at all times unless landlord authorizes a fire. If TENANTS are found leaving fireplace vent open or found leaving windows open they will be charged 25% of that month's natural gas bill.
- i) TENANTS will be given a security code for entry to building. This code is for TENANTS only. TENANTS are strictly prohibited from supplying non-TENANTS with code or leaving entry door open.
- j) TENANTS are permitted to hang pictures, posters or other décor from walls with temporary tape surface wall hooks only. No nails, screws or other materials that cause permanent damage to walls or paint will be allowed. TENANTS, if in violation, will be responsible for damage cost.

7) TERMINATION

- a) At the end of the rental/lease agreement, if the TENANTS have **not** given proper **30 days written notice**, or agreed upon different terms with LANDLORD, this **agreement shall automatically** renew.
- b) The TENANTS agree that the LANDLORD shall have the right to place and maintain "FOR RENT" signs in said rental unit, and to show said rental property to prospective tenants, after notice of non-renewal has been given by said TENANTS or after notice to vacate has been given by LANDLORD.
- c) It is further understood that at the end of the rental/lease agreement, LANDLORD may terminate this agreement by giving TENANTS 30 day's written notice to vacate.
- d) After such notice of non-renewal or notice to vacate has been given, TENANTS are responsible for paying rent up until the date the premises is vacated.
- e) TENANTS further agrees that in the event of the LANDLORD taking possession of the said premises, the LANDLORD shall have the right, but not the obligation to immediately remove from the premises all personal property of the TENANTS located therein and may store the same at the risk and expense of the TENANTS. Notice of storage shall be promptly mailed to the last known address of the TENANTS (as specified in the above paragraph relating to deposits), and 14 days

after such notice of sale is mailed, the LANDLORD may sell such property, and may apply any income derived there from against monies due or owing to the LANDLORD including moving and storage expenses. If TENANTS has not claimed the excess, if any exists, 30 days after the sale, the balance shall be the property of the LANDLORD.

8) REPAIRS & ALTERATIONS

- a) The TENANTS hereby agree to make no alterations to the rental property including fixtures, locks or wiring without the written permission of the LANDLORD.
- b) The TENANTS further agree to do no painting or other redecoration of the premises without the written consent from the LANDLORD.
- c) The TENANTS further agree to allow the LANDLORD free access to within said property, at all reasonable times and upon 24 hours notice, for the purpose of
 - inspecting property,
 - making necessary or agreed repairs, alterations, or improvements,
 - supplying necessary or agreed services, or
 - exhibiting the property to prospective purchasers, mortgagors, tenants, workmen, contractors, or to any other persons having a legitimate interest therein,Provided however the LANDLORD may enter the premises without 24 hours notice and without the consent of the TENANTS in case of an emergency or apparent abandonment.
- d) The TENANTS will receive no rent deductions, adjustments, or compensations due to repairs or interruptions except as provided by law.
- e) The TENANTS agree to make all requests for repairs to LANDLORD in writing in order that the LANDLORD may schedule and arrange for repair in an orderly manner and to insure repairs that are most vital are done first. LANDLORD is not responsible for repairs that have not been requested in writing from TENANTS.

9) MOVING OUT

- a) Carpets must be vacuumed, and floors & walls washed, upon vacating. TENANTS agree to pay, or have monies subtracted from their deposit, for a professional cleaning of the carpet. The LANDLORD will facilitate this cleaning service & selection of vendors is at the sole discretion of LANDLORD. If carpets are damaged, or heavily soiled, additional charges will apply to restore the carpet to the state it was in prior to TENANTS' moving in (Normal wear does not apply).
- b) All window coverings and blinds will be cleaned when vacating, so as to put them in the same shape as when TENANTS moved in. If not, any repairs, cleanings, replacements that are needed will be made at TENANTS' expense.

- c) Damage or stain to paint is NOT considered normal wear and tear. Therefore, painting will be done as necessary to repair nail holes and to cover soil at a cost to the TENANTS.
- d) Any cleaning, repairs, replacements required to restore PROPERTY to the condition it was in prior to the TENANTS' residency shall be at a cost to the TENANTS.

10) LIABILITY

- a) The TENANTS further agrees not to hold the LANDLORD liable in any manner for or on account of loss or damage sustained, on or to any part of said premises, by any action of any 3rd party, fire, water, theft or the elements.
- b) The LANDLORD shall not be liable for any injury to TENANTS, their families, guests or employees or any person on the property or entering the building of which the grounds are a part.
- c) The TENANTS shall be responsible to carry personal property insurance for protection of their personal property. This agreement shall remain in full force for the term of the tenancy created herein, binding not only the TENANTS but all persons accompanying or coming into the unit occupied by them, and also upon their executors, administrators, assigns and subleases.

11) KEYS & LOCKS

- a) A **\$25.00** fee will be charged for replacing lost keys. The TENANTS will not change or add locks without the express, written permission from the LANDLORD. If written permission is granted, the TENANTS will immediately provide duplicate keys to LANDLORD.
- b) In the event that the TENANTS change locks without permission, any damages incurred to the property will be borne by the TENANTS.
- c) Upon termination of this agreement TENANTS shall surrender all keys to LANDLORD.
- d) Keys (and quantity of keys) given to TENANTS:

Entry Code	()
Apartment	(2)
Storage	(1)
Dumpster	(1)
Other	(0)

12) STORAGE

- a) Outdoor storage space is provided. It is specifically understood and agreed between LANDLORD and the TENANTS that if the TENANTS store any personal property in such storage space, or in any other portion of the building,

that LANDLORD assumes no liability for loss or damage to such goods for any reason, and said TENANTS, in accepting the storage privilege if granted, and in consideration thereof, hereby release the LANDLORD from any and all claims for damages arising out of the loss or damage to goods in storage for any reason.

13) MILITARY

If TENANTS are transferred PCS (Permanent Change of Station), or are otherwise involuntarily assigned to government quarters, this agreement may be terminated at the option of the TENANTS and no further obligation or benefits of said lease shall accrue to either party, provided that TENANTS give LANDLORD notice of intention to terminate in writing at least 30 days prior to rental due date with proof of military orders.

14) SMOKE & CO₂ DETECTORS

The TENANTS certify by signing this agreement that PROPERTY has smoke & carbon dioxide (CO₂) detector(s) in working condition, and that they will not remove the batteries from said devices and will notify LANDLORD when new ones are needed.

15) LEAD PAINT

The LANDLORD further states that he has no knowledge of any lead-based paint in the PROPERTY.

16) SEXUAL OFFENDERS

It is hereby noted that should TENANTS wish to know if there are sex offenders living in the area, they can call the courthouse in Anchorage to find out how to acquire a list of such persons.

17) DRUG FREE HOUSING

- a) TENANTS, any member of the TENANTS' household, guests or other persons under the TENANTS' control shall not
 - i) engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. sect. 802);
 - ii) engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the premises of the PROPERTY.
 - iii) permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
 - iv) engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the premises of the PROPERTY.
 - v) engage in the act of violence or threats of violence, including but not limited to, the unlawful discharge of firearms on or near the project premises.

- b) Violations of the above provisions shall be a material violation of this agreement and is good cause for termination of tenancy. A single violation of any of the provisions of this agreement shall be deemed a serious violation and a material noncompliance with this agreement. It is understood and agreed that single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

ALL PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE REGARDLESS OF ANY FURTHER CHANGE IN MONTHLY RENTAL RATE.

THE TENANTS HEREBY AGREE TO FAITHFULLY AND PROPERLY PERFORM ALL TERMS AND CONDITIONS OF THE AGREEMENT. IN THE EVENT OF HIS/HER FAILURE TO DO SO, THE LANDLORD SHALL HAVE THE RIGHT TO TAKE ACTION AS PRESCRIBED BY THE LAW IN THE EVENT THE LANDLORD SHALL BRING PROCEEDINGS TO EVICT TENANTS. IF IT BECOMES NECESSARY FOR THE LANDLORD TO ENFORCE ANY TERMS OF THIS AGREEMENT, THE TENANTS UNDERSTANDS HE/SHE MAY BE LIABLE TO ALL COSTS, EXPENSES AND ATTORNEY'S FEES INCURRED AND ALLOWABLE BY LAW INCLUDING LOSS ON APPEAL.

IF ANY TERM OR PROVISION OF THIS AGREEMENT OR THE APPLICATION THEREOF IN ANY PERSON OR CIRCUMSTANCES SHALL, TO ANY EXTENT BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL NOT BE AFFECTED. THE UNDERSIGNED TENANTS CERTIFY THAT THEY HAVE LEGAL CAPACITY TO ENTER INTO THIS ENFORCEABLE AGREEMENT, THEY HAVE READ THE SAME AND RECEIVED A COPY THEREOF.

FAILURE BY THE LANDLORD TO EXERCISE ANY OF HIS RIGHTS ARISING UNDER THIS AGREEMENT SHALL NOT BE CONSIDERED A WAIVER OF ANY RIGHTS OR CONDITIONS THEREOF.

EXECUTED, this _____ day of September, 2013, by:

BIRTH DATE: _____, 19____
(month) (date) (year)

SOCIAL SECURITY NO.: _____
DRIVER'S LICENSE NO.: _____
(State: _____)

Name
TENANT

BIRTH DATE: _____, 19____
(month) (date) (year)

SOCIAL SECURITY NO.: _____
DRIVER'S LICENSE NO.: _____
(State: _____)

Name
TENANT

Peter Carpenter
LANDLORD