

Residential Lease-Rental Agreement and Deposit Receipt

This Agreement, made this _____ day of _____, _____, is entered into between _____ (Landlord) and _____ (Tenant).

In consideration of the mutual covenants contained herein and other valuable consideration, Landlord and Tenant mutually agree as follows:

1. Premises. Landlord shall lease unto the Tenant the premises known as Campbell Creek Park Condominiums, Unit _____, situated at 4511 Folker Street, Anchorage, AK 99507, upon the following terms and conditions.

2. Term of Agreement. This Agreement shall be for a term of _____ beginning on _____, _____, and ending on _____, _____. The Tenant shall have the right to occupy the premises from _____, _____, to commencement of this Agreement under the same terms and conditions set forth below. This Agreement shall become a month-to-month tenancy upon the termination date stated above if the Tenant holds over.

3. Rent. Rent for the premises shall be _____ per month, payable in advance on or before the first day of the month without demand or notice thereof. Payment may be mailed to _____. Rent should *arrive* by the fifth day of the month. A penalty of Ten Dollars (\$10.00) per day, Fifty Dollars (\$50.00) maximum, will be assessed if the rent remains unpaid after the close of business on the fifth (5th) day of the month. A charge of twenty-five dollars (\$25.00) will be assessed for any check returned by the bank for non-sufficient funds (NSF), in addition to any late penalty. Late fees may be waived at the Landlord's option if Tenant notifies the Landlord before the rental due date and an alternative payment date is mutually arranged. Rent will not be raised without at least 60 days prior written notice.

4. Security Deposit. The Tenant has deposited \$300.00 to secure the performance of this rental agreement. Receipt is hereby acknowledged. Landlord will be responsible for the deposit for the term of the Agreement, and shall promptly return the unused portion of the deposit within fourteen (14) days of the Tenant vacating the premises. A fee to equal

the total amount of carpet cleaning will be deducted from the Tenant's security deposit for professional cleaning of the carpets in order to prevent unintentional damage caused by non-professional cleaning. Should the Tenant elect to hire a professional cleaning company to clean the carpets, Landlord will not deduct the above-stated amount provided a receipt showing proof of the cleaning service is given to the Landlord. Cleaning requirements are included as part of this agreement. If the unit requires additional cleaning, it shall be billed at \$15.00/hour. Any amount retained by the Landlord shall be itemized and an accounting delivered to the Tenant with the balance of deposit, if any (A.S. 34.03.070b). It is expressly understood that the Tenant shall not direct the Landlord to utilize the deposit for unpaid rent or other charges during the term of the Agreement. *Initial*_____

5. Pets. Tenant shall not keep cats, dogs or other pets on the premises without the express written consent of the Landlord. If pets are allowed, Tenant agrees to pay a nonrefundable pet deposit of \$100.00 and to pay for any damage caused by the animal above and beyond that amount.

6. Utilities. Tenant must arrange for electricity and telephone utilities, furnish all deposits for services as required and pay when due all charges incurred. Water, sewer, garbage and snowplowing are included in the rent.

7. Occupancy. Tenant shall use and occupy the premises exclusively as a private residence for _____ (____) person(s) only, known as: _____
_____. Tenant agrees not to use or permit the use of the premises for any other purpose including business purposes. Tenant shall report any anticipated changes in occupancy for Landlord approval as soon as reasonably possible after Tenant is aware of such changes. Guests shall not reside in the unit for more than 45 days without the consent of the Landlord. *Initial*_____

8. Entry of Premises. The Tenant may not unreasonably withhold consent from the Landlord, its agents, employees' or representatives from entry to the premises in order to inspect, make necessary repairs or agreed services or exhibit the dwelling to prospective purchasers, tenants, workmen or contractors. Entry shall be made during reasonable hours and after notification of no less than 24 hours (A.S. 34.03.140). Landlord may enter the dwelling at any time, without advance notice or consent of the Tenant, in the event of an emergency, including but not limited to the following: fire, flooding, frozen water or heat lines, natural disaster or if a hazard involving life, health or safety exists. If Tenant refuses

to allow lawful access, the Landlord may obtain injunctive relief to compel access or terminate the Agreement (A.S. 34.03.300).

9. Tenant Obligations. The Tenant shall:

- a. maintain the premises in a clean and sanitary condition, dispose of all garbage, rubbish, trash and other waste in a clean and safe manner at stations provided by the condo association.
- b. use in a reasonable manner, all electrical, plumbing, heating and other services, facilities and appliances provided by the Landlord.
- c. not intentionally or negligently destroy, deface, damage, impair or remove parts of the premises, appurtenances, equipment, furnishings or fixtures.
- d. conduct themselves and their guests in a manner that will not unreasonably impair or diminish their neighbors' peaceful enjoyment of the premises.
- e. make no alterations, repairs, renovation, painting or changes to the premises without the express written consent of the Landlord.
- f. not sublet the premises, assign the Agreement or transfer possession of the premises.
- g. notify the Landlord of any anticipated absences from the premises in excess of seven (7) days.

10. Repairs. Tenants agree not to make repairs without the consent of the Landlord. If Tenant believes repairs are necessary, he/she should contact the Landlord with a request. Normal repairs are the responsibility of the Landlord. Tenant hereby agrees to pay for repairs beyond normal wear caused by the Tenant, their family or guests. *Initial*_____

11. Condo Rules and Regulations. Tenant hereby agrees to abide by the House Rules of Campbell Creek Park Condominium Association, and to promptly pay any fines generated by a failure to comply with the rules. Tenant agrees to correct any situations which may lead to fines or vacate the premises within 30 days after notification of a second fine. *Initial*_____

12. Smoke Alarms. The unit contains ____ smoke detectors. The Tenant has inspected and found them to be in good condition. The Tenant agrees not to tamper with or disconnect the smoke detectors and to contact the Landlord in writing if they are in need of repair. *Initial*_____

13. Illegal Activity. The Tenant agrees not to knowingly engage in any illegal activity on the premises or knowingly permit others to do so. Illegal activity shall be grounds for eviction. *Initial* _____

14. Keys. Tenant hereby acknowledges receipt of the following keys to the unit: ___ Key to the unit, ___ Mailbox key, ___ locker key for locker _____. Tenant agrees to pay the actual and necessary costs required to replace these locks in the event that keys are lost, broken, stolen or not returned when the premises are vacated.

15. Vehicles / Parking. Tenant may park a maximum of _____ vehicles in an appropriate manner only in the area designated for Tenant parking. Tenant shall not park vehicle(s) in front of dumpsters or in any area designated "No Parking." Vehicles found to be in those areas will be towed at the expense of the vehicle owner. Vehicles must be in working condition and must be moved to allow for snow removal.

16. Grounds Maintenance. Maintenance of grounds is the responsibility of the condo association. Upkeep and maintenance includes standard lawn care, snow and ice removal of drives and grounds cleaning. Tenant is responsible for snow removal on walkway in front of unit.

17. Accidents and Personal Injuries. The Landlord shall not be liable for any loss or damage to person or property in or around the premises by reason of fire, theft, leakage, bursting of water lines and pipes, overflow of drains, or for any other cause, whether damage be suffered by Tenant, their family, agents, guests or any other person. The Tenant shall indemnify and hold harmless the Landlord from such liability except as provided by State Law.

18. Personal Property. Personal property of the Tenant is not insured by the Landlord. Any losses incurred by the Tenant shall be borne entirely by the Tenant, and Tenant shall not hold or attempt to hold the Landlord responsible for any such damage. It is recommended that the Tenant obtain renters insurance to cover personal property in the event of a loss.

19. Termination of Tenancy. The Tenant hereby acknowledges obligation to pay rent for the full term of the Agreement as stated in paragraph 2 above. On month-to-month tenancies, early termination of lease, or at the termination of the Agreement, Tenant is

obligated to furnish a thirty day **written notice** to the Landlord stating intention to terminate the Agreement and vacate the premises. Such notice **must** be delivered on or before the first of the month in which the Tenant intends to vacate with the **full** payment of the rent for that month. Tenants who fail to provide written notice as stated above will be charged an additional thirty days (30) rent or an amount prorated from the re-rent date, whichever is less. Upon termination of this Agreement, Tenant shall surrender the premises in as good a condition as it was at the time it was rented, normal wear and tear excepted. If keys are not surrendered to the Landlord, Tenant shall be charged rent on a daily basis until keys are surrendered or the locks changed, at which time charges for lock replacement will be assessed and deducted from Tenant's deposit.

20. Early Termination of Agreement. Tenants who are members of the U.S. Armed Forces or employees of any organization that requires the Tenant to transfer to another location, may terminate the Agreement before the termination date in paragraph 2 above, only if the following two conditions are met:

- a. a copy of military orders or written documentation showing the requirements of transfer is supplied to the Landlord as soon as Tenant is aware of the transfer, and,
- b. written notice is furnished to the Landlord in accordance with paragraph 19 above.

Tenant agrees that an early termination of Agreement does not release them from any other provisions of the Agreement.

21. Nonpayment of Rent. If the Tenant shall fail to pay the rent when due, a ten day (10) demand for rent notice shall be issued. If the Tenant fails to pay rent within the time specified in the notice, the tenancy will terminate and the Landlord will seek a court order to immediately recover possession of the premises. Only one demand for rent notice will be given.

22. Breach of Agreement. If the Tenant fails to keep or perform any of the covenants or agreements contained herein, the Landlord may deliver written notice advising the Tenant they have ten (10) days to cure said breach or the Agreement will terminate in twenty (20) days and a court order will be sought to recover possession. In the absence of due care by the Tenant, if substantially the same breach occurs within six (6) months, the Landlord may terminate the Agreement upon giving ten (10) days written notice (AS. 34.03.220a). The Tenant agrees that this provision constitutes a continuing demand for rent on the first day of each month during which it remains in effect.

23. Inventory of Property in Unit Belonging to Landlord. Stove, refrigerator, washer/dryer, and _____

24. Conditions for which Tenant is Not Responsible. Tenant acknowledges receipt of an inspection report to be completed and returned to the Landlord within 30 days. If the report is not returned, it will be presumed that everything was in satisfactory condition.

25. Representations and Waivers. This Agreement evidences the entire agreement between the Landlord and Tenant and no modification hereof shall be valid unless in writing and signed by the Landlord. If the Landlord, its agents or employees have made any representations or promises with respect to any part of the premises, they shall not be valid unless reduced to writing and incorporated herein. The failure of the Landlord to insist in any one or more instances upon the strict observance of any one or more of the terms hereof, shall not be deemed as a waiver or relinquishment of such terms in any other instance.

26. Contacts.

Landlords:

Landlord's Rep:

Management Company

Handyman:

27. Joint and Several Liability. If this lease is signed on behalf of Tenants by more than one person, then the liability of the persons so signing shall be joint and several. The language "joint and several" means that if more than one person has signed the lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between Landlord and Tenant. For example, one person signing this lease may be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease.

In Witness Whereof, Tenant and Landlord have executed this Agreement on the date below.

_____ Landlord or Landlord's Representative Telephone: 907-345-6689 e-mail: Susan@SusanCAnthony.com	_____ Date
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_____ Tenant	_____ Date
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_____ Tenant	_____ Date
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_____ Tenant Telephone: _____ Cell phones: _____	_____ Date e-mail_____
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