

ALASKA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ____ day of _____, 20____, by and between:

LANDLORD:

Name: _____

Mailing Address: _____

Email: _____

Phone: _____

AND

TENANT(S):

Name(s):

The Landlord and Tenant(s) may be referred to collectively as the "Parties."

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at the following address (the "Premises"):

Address: _____

City: _____, State: Alaska, Zip Code:

The Premises consists of:

☐ Single Family Home ☐ Apartment ☐ Condominium ☐ Townhouse ☐ Other:

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Lease shall commence on the ____ day of _____, 20____ and end on the ____ day of _____, 20____. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed or the Lease converts to a month-to-month tenancy by mutual agreement.

☐ **MONTH-TO-MONTH:** This Lease shall commence on the ____ day of _____, 20____ and continue on a month-to-month basis. Either party may terminate this Agreement by providing at least thirty (30) days' written notice prior to the rental due date, pursuant to Alaska Statute 34.03.290.

III. RENT

The Tenant agrees to pay the Landlord the sum of \$ _____ per month as Rent.

Due Date: Rent is due on the _____ day of each month.

First Month's Rent: The Tenant shall pay the first month's rent in the amount of \$ _____ upon the execution of this Agreement.

Payment Method: Rent shall be paid by:

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer ☐ Other:

Payment Address (if different from Landlord address):

Late Fee: If Rent is not paid within _____ days of the due date, the Tenant agrees to pay a late fee of \$ _____ .

Returned Checks: If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ _____ .

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as a Security Deposit.

Note: Pursuant to Alaska Statute 34.03.070(a), a landlord may not demand or receive prepaid rent or a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. This section does not apply to rental units where the rent exceeds \$2,000 a month.

Return of Deposit: Pursuant to Alaska Statute 34.03.070(g), if the Tenant has given proper

notice of termination of tenancy, the Landlord shall mail the written notice and refund the recoverable amount of the security deposit within fourteen (14) days after the tenancy is terminated and possession is delivered by the Tenant. If the Tenant does not give proper notice, the Landlord shall mail the written notice and refund within thirty (30) days.

Deductions: The Landlord may deduct from the Security Deposit specifically for:

1. Accrued rent;
2. Damages to the Premises beyond normal wear and tear; and
3. Other damages resulting from noncompliance with the rental agreement.

V. UTILITIES AND SERVICES

The responsibility for utilities and services shall be distributed as follows:

Electricity:

☐ Landlord ☐ Tenant

Heat/Gas:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

VI. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed in this Agreement and the following minor children:

Guests staying more than _____ days in a six-month period
require the Landlord's written consent.

VII. PETS

☐ **NO PETS:** No pets are allowed on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s):

Description of Pet(s):

Pet Deposit (if applicable): \$ _____

Note: Pursuant to Alaska Statute 34.03.070(h), a landlord may demand an additional security deposit for a pet, not to exceed one month's periodic rent. This does not apply to service animals.

VIII. MAINTENANCE AND REPAIRS

Landlord's Duties: Pursuant to Alaska Statute 34.03.100, the Landlord shall:

1. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
2. Keep all common areas of the premises in a clean and safe condition;
3. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances;
4. Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste;
5. Supply running water and reasonable amounts of hot water and heat at all times, insofar as energy conditions permit.

Tenant's Duties: Pursuant to Alaska Statute 34.03.120, the Tenant shall:

1. Keep that part of the premises occupied and used by the Tenant as clean and safe as the condition of the premises permit;
2. Dispose of all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner;
3. Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits;
4. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances;
5. Not deliberately or negligently destroy, deface, damage, impair, or remove a part of the

premises or knowingly permit any person to do so;

6. Not unreasonably disturb a neighbor's peaceful enjoyment of the premises;

7. Maintain smoke and carbon monoxide detection devices as required under AS 18.70.095.

IX. RIGHT OF ENTRY

Pursuant to Alaska Statute 34.03.140, the Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, remove personal property belonging to the Landlord that is not covered by a written rental agreement, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

Notice: The Landlord shall give the Tenant at least twenty-four (24) hours notice of intention to enter and may enter only at reasonable times and with the Tenant's consent.

Emergency: The Landlord may enter the dwelling unit without the consent of the Tenant in the case of an emergency.

X. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure Form)

☐ After 1978

XI. ALASKA SPECIFIC DISCLOSURES

1. Identity of Landlord/Manager (AS 34.03.080):

The following person is authorized to manage the Premises and/or receive notices and demands:

Name: _____

Address: _____

2. Absence of Carbon Monoxide Detection Devices:

If the Premises does not contain carbon monoxide detection devices, the Tenant acknowledges that they have been informed of this fact. (Check if applicable):

☐ The Premises is NOT equipped with carbon monoxide detection devices.

XII. DEFAULT AND TERMINATION**Noncompliance with Rental Agreement (AS 34.03.220):**

If there is a material noncompliance by the Tenant with the rental agreement or a noncompliance with AS 34.03.120 materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and specifying that the rental agreement will terminate upon a date not less than ten (10) days after receipt of the notice. If the breach is not remedied in ten (10) days, the rental agreement terminates.

Failure to Pay Rent:

If rent is unpaid when due and the Tenant fails to pay rent in full within seven (7) days after written notice by the Landlord of nonpayment and the intention to terminate the rental agreement if the rent is not paid within that period of time, the tenancy terminates unless the Landlord agrees to allow the Tenant to remain in occupancy, and the Landlord may terminate the rental agreement and immediately recover possession of the rental unit.

XIII. ABANDONMENT

Pursuant to Alaska Statute 34.03.360, "abandonment" includes the Tenant leaving the Premises without the intent of returning for a period of seven (7) consecutive days while rent is outstanding. If the Tenant abandons the dwelling unit, the Landlord shall make reasonable efforts to rent it at a fair rental value.

XIV. MILITARY CLAUSE

If the Tenant is a member of the Armed Forces of the United States and receives change of station orders, or is deployed for a period of not less than ninety (90) days, the Tenant may terminate this Lease by providing written notice and a copy of the military orders to the Landlord.

XV. ADDITIONAL TERMS AND CONDITIONS

Additional provisions agreed upon by the Parties are:

XVI. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

XVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, specifically the Uniform Residential Landlord and Tenant Act (AS 34.03).

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the date first written above.

LANDLORD SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT SIGNATURE(S)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of Alaska

Judicial District of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public,

personally appeared _____ (Landlord) and

_____ (Tenant(s)), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Print Name: _____

Notary Public for the State of Alaska

My Commission Expires: ____ day of _____, 20____

(Seal)