# Dwelling Lease Agreement

**And Security Deposit Receipt**

This agreement made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_, is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter will be referred to as “Landlord” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “Tenant” or “Lessee”.

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

**Licensee Relationships:** (If represented by a licensee)

The Lessor and Lessee acknowledge the following:

Leasing Licensee is representing the Lessor exclusively and only assisting the Lessee

1. **PREMISES.** Landlord shall lease unto the tenant the premises known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, upon the following terms and conditions:
2. **TERM OF AGREEMENT**. This Agreement shall be for the term of 1 month beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. The tenant shall have the right to occupy the premises from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ to the 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 to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in advance on or before the first day of each month without demand or notice and sent to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or at such other place designated by the Landlord. If the rent is late a penalty of fifty dollars ($50.00) will be assessed. A charge of Twenty Five dollars ($25.00) will be assessed for any check returned by the bank for no-sufficient funds (NSF), in addition to a late penalty fee. **If a check is returned NSF, all future rent payments will be required to be made by money order, cashier’s check or certified check.**
4. **SECURITY DEPOSIT**. The tenant shall deposit $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as security deposit for the rental unit, receipt of which 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. If carpet cleaning is required by the landlord upon termination of this agreement, professional carpet cleaning, with receipt, shall be used in order to prevent unintentional water damage caused by non-professional cleaning. 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. 43.03.070 b). 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.
5. **PETS**. Tenants shall not keep pets on the premises unless approved in writing by landlord. If unauthorized pets are discovered, the tenant will be assessed a nonrefundable $500.00 pet deposit and must remove the pet immediately.
6. **UTILITIES**. Tenant is required to provide gas and electric utilities for the dwelling, to furnish all deposits for services as required and to pay when due, all charges incurred by their use of service. Landlord shall provide all other utilities and services.
7. **OCCUPANCY**. Tenant shall use and occupy the premises exclusively as a private residence for \_\_\_\_ persons known \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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.
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 or agreed services, or exhibit the dwelling to prospective purchasers, tenants, workmen or contractors. Entry shall be made during reasonable hours and after written or verbal 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 complete

 access or terminate the Agreement (A.S. 34.03.300)

1. **TENANT OBLIGATIONS**. The Tenant shall:
2. **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 Landlord. **Garbage pick-up is on \_\_\_\_\_\_\_\_\_\_**.
3. Use in a reasonable manner all electrical, plumbing, heating and other services, facilities and appliances provided by the Landlord.
4. Not intentionally or negligently destroy, deface, damage, impair or remove parts of the premises, appurtenances, equipment, furnishings or fixtures.
5. Conduct themselves and their guests in a manner that will not unreasonably impair or diminish their neighbor’s peaceful enjoyment of the premises.
6. **Make no alterations**, repairs, renovations, painting or changes to the premises without the express written consent of the Landlord.
7. Assist and cooperate with the Landlord in the care and maintenance of the premises. Promptly report to the Landlord any damage, breakage or needed repairs to the premises, appurtenances, fixtures or equipment, and to pay to the Landlord, the actual cost of the repair for any damage beyond normal wear caused by the Tenant, their family or guest.
8. **Not sublet the premises**, assign the Agreement or transfer possession of the premises.
9. Notify the Landlord of any anticipated absences from the premises in excess of seven (7) days.
10. Tenants shall not park a disabled vehicle on the premises for more than 2 days without written approval from the Landlord.
11. There are to be **no stick-on or glue-on items attached to any appliances, walls,** **doors, etc**.
12. Tenants are not allowed access to the roof or crawl space except for in an emergency.
13. In case of lost keys, **Tenants shall not break in.** Contact the Landlord or a professional locksmith for entry into the unit. **Any Tenant breaking in a door or window, for any reason, will be held responsible for repair cost and face possible eviction**.
14. Children shall not be allowed to play in the laundry areas or near the heating structures in the garage.
15. **There shall be no smoking in the unit**, this includes but is not limited to cigarettes, cigars, pipes, cannabis, etc. There will be no possession, manufacture or sale of controlled substances on the property.
16. Parents are responsible for the actions of their children. Tenants are responsible for actions of their guests.
17. Use or possession of any illegal substances by Tenants or their guest will not be tolerated and will result in eviction and reported to the Anchorage Police Department.
18. Permission from Landlord is required for Tenants “guest” to reside with them for more than seven (7) days.
19. Comply with all rules and regulations established and posted by the landlord.
20. Upon termination of this agreement either by agreement or default by the tenant, tenant will be responsible for commercial cleaning of all flooring. If this is not accomplished, landlord will deduct $250.00 from tenant’s security deposit to cover cleaning.
21. **Landlord reserves the right to make such changes or additions to these rules and regulations as deemed necessary**.
22. **KEYS**. Tenant hereby acknowledges receipt of the following number and type of keys to the unit: Two (2) door keys and two (2) garage door openers. Tenant agrees to pay the actual and necessary cost required to replace these locks/openers in the event that they are lost, broken, stolen or not returned when the premises are vacated. A twenty dollar ($20.00) fee will be charged in the event that the Landlord is requested to unlock a dwelling after normal business hours due to lost or misplaced keys.
23. **VEHICLE PARKING**. Tenants shall park their vehicle(s) in an appropriate manner only in areas designated for Tenant parking. Tenants shall not park their vehicle(s) next to any building, in front of dumpsters or in any area designated “NO PARKING”. Vehicles found to be in those areas will be immediately towed at the expensive of the vehicle owner.
24. **GROUND MAINTENANCE**. Proper upkeep and maintenance of grounds that are provided for the exclusive use of the Tenant shall be the responsibility of the Tenant. Upkeep and maintenance includes standard lawn care, snow and ice removal on driveway and walks. Keeping the area clean of trash and debris is the responsibility of the Tenant.
25. **ACCIDENTS AND PERSONAL INJURIES**. The Landlord shall not be liable for any loss or damage to persons or property in or around the premises by reason of fire, theft, leakage, bursting of water lines and pipes, overflow of drains, and any other cause, whether damage be suffered by the 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 Alaska State Law.
26. **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 required that the Tenant obtains and provides proof of renters insurance** to cover their personal property in the event of loss.
27. **INSPECTION OF PREMISES**. The Tenant has or will cause the premises to be inspected and accepts same in its current condition unless additional cleaning, repairs or improvements are agreed on in writing. The Landlord will inspect the premises upon termination of the Agreement and shall notify the Tenant within fourteen (14) days of vacate of any cleaning or damage beyond normal wear and any other cost incurred under the terms and conditions of this Agreement.
28. **TERMINATION OF TENANCY**. The Tenant hereby acknowledge their obligation to pay rent for the full term of the Agreement as stated in paragraph two (2) above. On month-to-month tenancies, early termination of lease or at the termination of the above Agreement, Tenant is obligated to furnish a thirty day (30) WRITTEN notice to the landlord stating their 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 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 for the re-rent date, whichever is less. Upon termination of this Agreement, Tenant shall surrender the Premises in as good of condition as it is presently, normal wear and tear excepted. If keys are not surrendered to the Landlord, the 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 Tenants deposit.
29. **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:
30. A copy of the military orders or written documentation showing the requirement of transfer is supplied to the Landlord as soon as Tenant is aware of the transfer, and;
31. Written notice is furnished to the Landlord in accordance to paragraph 16 above.

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

provisions of the Agreement.

1. **NONPAYMENT OF RENT**. If the Tenant shall fail to pay the rent when due, a seven (7) day 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.
2. **BREACH OF AGREEMENT**. If the Tenant fails to keep or perform any of the covenants or agreement 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 ten (10) 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 a (10) day written notice (A.S. 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.
3. **ADDITIONAL TERMS AND CONDITIONS**. Tenant shall be responsible for maintaining Smoke Alarms and CO Detectors in good working order. Landlord reserves the right to add additional terms and conditions as required.
4. **REPRESENTATIONS AND WAIVERS**. This Agreement evidences the entire agreement between the Landlord and Tenant and no modifications 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 instance 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.

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this agreement on the day and year first above written.

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LANDLORD/MANAGER TENANT CELL #/WORK #

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LANDLORD/MANAGER TENANT CELL #/WORK #

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 TENANT CELL #/WORK #

Property Managers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address/ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_