

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

(hereinafter referred to as "Landlord") and

(hereinafter referred to as "Tenant").

WHEREAS, Landlord is the fee owner of real property having a street address of 11080 Mumby Circle (Lot 4 Block 1 Macbeth Subdivision) in Anchorage, Alaska (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of ___12 months_____, such term beginning on _____, and ending at 11:59 PM on _____.
 2. **RENT.** The total rent for the term hereof is the sum of _____twenty eight thousand eight hundred_____ DOLLARS (\$28,800) payable on the first day of each month of the term, in equal installments of _two thousand four hundred_____ DOLLARS (\$2,400), first installments to be paid upon execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.
 3. **DAMAGE DEPOSIT.** Upon execution of this Agreement, Tenant shall deposit with Landlord the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. The damage deposit will be held in a trust account in the Landlord's name at _____.
- The damage deposit may be used towards costs incurred by Landlord related to sections 7, 9, 10, 20, 21, 22, 23 and 33 of this Agreement and for damages due to abuse of the Premises.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, 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 beyond that allowed by Anchorage Municipal code. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
 5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

Tenant will not remove or damage trees and other vegetation without Landlord's consent.

8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **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.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all electric, gas and refuse services required on the Premises. Tenant shall pay the annual fee for road maintenance through the Ridgecrest Road Group. Tenant is responsible for any snow clearing of the driveway and other areas Tenant finds necessary. Tenant is responsible for maintaining the temperature of the Premises to prevent freezing pipes. Tenant is responsible for maintaining smoke detectors.

Proof that gas and electric and refuse services have been transferred to Tenant's name will be required before occupancy.

11. **MAINTENANCE AND REPAIR** Landlord will maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, kitchen and other facilities and appliances. Landlord will be responsible for repairs resulting from non abusive wear and tear. Landlord will pay for and schedule annual pumping of the septic system and home heater inspection and periodic replacement of heater air filters.

Tenant shall:

- (a) Follow recommended guidelines for use of on-site well and septic systems
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not leave windows or doors in an open position during any inclement weather;
- (d) Keep all heating system filters clean and free from dirt;
- (e) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown

or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

- (f) Be responsible for repairs caused by their abuse or abuse by guests.
- (g) Maintain lawn with mowing and trimming as needed.

12. **RULES**

Tenant and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb neighbors;

- 13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such 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.
- 13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right with 24 hours notice and at reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon and for the purposes of making any repairs, additions or alterations the Landlord feels are appropriate. Landlord and its agents shall further have the right to exhibit the Premises and to display "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
- 14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
- 15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$ _____) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
- 16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable wear and tear caused by normal non abusive living is excepted.
- 17. **ANIMALS.** Tenant shall be entitled to keep domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of FIVE HUNDRED DOLLARS (\$500), to be applied to repair of any damages in excess of typical wear and tear expected for tenants with no pets.
- 18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** Except in cases caused by Landlord's neglect, 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 hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** As authorized under AS 34.03.220, if Landlord determines that Tenant is in default of this Agreement, Landlord shall provide Tenant with the appropriate written notice as specified below, and Tenant shall have a limited number of days to cure the default unless otherwise excepted. (a) For the failure to pay rent when due, Landlord shall provide Tenant with a written Notice of Nonpayment specifying Landlord's intention to terminate this Agreement if the rent is not paid, and Tenant shall have seven (7) days after the notice is delivered to pay the rent in arrears in full. (b) For activities in contravention of this Agreement (including but not limited to disturbance of the neighbors or failing to keep the premises clean and sanitary), Landlord shall provide Tenant with a written Notice to Quit specifying the acts and omissions constituting the breach and specifying that this Agreement will terminate upon a date not less than ten (10) days after delivery of the notice to Tenant, and Tenant shall cure such breach within that timeframe. If substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within six (6) months, Landlord may terminate this Agreement upon at least five (5) days' written Notice to Quit delivered to Tenant specifying the breach and the date of termination of this Agreement. If Tenant fails to cure the default within the required timeframe, Landlord may immediately terminate this Agreement, and Tenant shall immediately vacate the Premises and shall return the keys and all opening devices to Landlord. However, if Tenant's default is of a nature that Tenant should not be given an opportunity to cure the default (including but not limited to substantial damage or destruction of Landlord's property by deliberate act), Landlord may deliver a written Notice to Quit to Tenant specifying the act constituting the breach and specifying that this Agreement will terminate upon a date that is not less than twenty-four (24) hours after service of the notice, and Tenant shall vacate the premises no later than that time and shall return the keys and all opening devices to Landlord. (Damage to premises is "substantial" if the loss, destruction, or defacement of property attributable to Tenant's deliberate infliction of damage to the property exceeds \$400.) In addition, if this Agreement is terminated pursuant to this paragraph, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.
21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TWENTY FIVE DOLLARS (\$25). Bounced checks will incur an additional fee of TWENTY FIVE DOLLARS (\$25).
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and legal and Landlord is hereby relieved of all liability for doing so. Tenant will be liable for any costs associated with disposing of abandoned personal property.
23. **ATTORNEYS' FEES.** As provided under AS 34.03.350, in the event any dispute arises between Landlord and Tenant concerning this Agreement that results in litigation, the losing party shall pay the prevailing party's reasonable attorney fees and court costs, which shall be determined by the court and made a part of any judgment.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- 27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if personally delivered or if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Sharon Weddleton

13101 Bainbridge St.
Anchorage, Alaska 99516

Phone: 907-349-8370 email: Sharon@weddleton.com

If to Tenant to:

[Tenant's Name]

[Tenant's Address]

Phone: _____ email: _____

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Landlord's notice to enter the Premises for inspection and repairs may be by phone call or email.

33. ADDITIONAL PROVISIONS; DISCLOSURES.

This agreement is only for the property noted. Tenant may make incidental use of the vacant property to the north that is also owned by Landlord if Tenant agrees to maintain that property with mowing and other general maintenance.

As to Landlord this _____ day of _____, 20_____.

LANDLORD:

Sign: _____ Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20_____.

TENANT ("Tenant"):

Sign: _____ Print: _____
_____ Date: _____

TENANT:

Sign: _____ Print: _____
_____ Date: _____

TENANT:

Sign: _____ Print: _____
_____ Date: _____

TENANT:

Sign: _____ Print: _____
_____ Date: _____