



Tenant Phone #: \_\_\_\_\_ Total # of Tenants living at residence: \_\_\_\_\_

Lease signed Date: \_\_\_\_\_ Lease from: \_\_\_\_\_ to \_\_\_\_\_

Move In Date: \_\_\_\_\_

Security Deposit Amount: \$ \_\_\_\_\_ Rent Amount: \$ \_\_\_\_\_

Additional Deposit: \$ \_\_\_\_\_

Pet Security Deposit Amount: \$ \_\_\_\_\_ Pet Rent Amount: \$ \_\_\_\_\_

TOTAL SEC DEP DUE: \$ \_\_\_\_\_ Utility Amount: \$ \_\_\_\_\_

Total Sec Dep Due Date: \_\_\_\_\_ Other Amount: \$ \_\_\_\_\_

TOTAL MONTHLY AMOUNT: \$ \_\_\_\_\_

Date First Rent is Due: \_\_\_\_\_

Prorated Rent: Rent: \$ \_\_\_\_\_ Divide by days in month: \_\_\_\_\_ = Daily Rate: \$ \_\_\_\_\_

Remaining Days In Month \_\_\_\_\_ X Daily Rate: \_\_\_\_\_ = Total Prorate \_\_\_\_\_ for \_\_\_\_\_, 20 \_\_\_\_\_

Pro-Rated Utilities: \_\_\_\_\_

# of House Keys Provided Tenant: \_\_\_\_\_

# of Garage Remotes Provided: \_\_\_\_\_

# of Mail Box Keys Provided: \_\_\_\_\_

Tenant Email: \_\_\_\_\_ Tenant Email: \_\_\_\_\_

### RESIDENTIAL RENTAL/LEASE AGREEMENT

This Rental/Lease Agreement ("Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between \_\_\_\_\_

(hereinafter called Owner/Landlord") by and through its agent, Northern Trust Real Estate, Inc., and \_\_\_\_\_ (hereinafter called "Tenant").

Owner/Landlord agrees to Lease Rental Property known as: \_\_\_\_\_

Street Number \_\_\_\_\_ Street Name \_\_\_\_\_ Unit Number \_\_\_\_\_

located in \_\_\_\_\_ Alaska \_\_\_\_\_ (hereinafter called "Unit") to Tenant, and both parties agree to the following terms that shall govern this Agreement:

*\*To the extent that there is more than one tenant, each will be identified by name, but for purposes of this Agreement, shall be collectively referred to as "Tenant."*



Tenant Initials: [REDACTED]

## I. PAYMENT OF RENT AND RENTAL/LEASE TERM

The total monthly rental/lease rate is: \$ [REDACTED]

The term of this rental/lease agreement shall commence on [REDACTED] 20 [REDACTED], and expires on [REDACTED] 20 [REDACTED], with month-to-month tenancy thereafter.

1. Full rental payment is due **on or before the first of each month** following the month of initial occupancy.  
**Options to pay rent:**
  - A. Rent payments are to be made payable to Northern Trust Real Estate, Inc., Property Management Division, and may be mailed to 205 E. Benson Blvd., Anchorage, Alaska 99503. Rents mailed must be received by the close of business on the 5<sup>th</sup> at 5:30. **Rents arriving after the cut off are considered late.**
  - B. Rent payments may also be hand-delivered to the drop box at the same address. **Rents must be delivered in the drop box by the close of business on the 5<sup>th</sup> at 5:30 pm. Any rents collected after the 5:30 cut off are considered late.**
  - C. Rental payment may also be made by automatic deposit, credit card (MasterCard, Visa, 3% charge fee) or ACH. Unless other arrangements have been made in advance (and confirmed in writing by Landlord), all rental payments shall be made by personal check, money order or cashier's check only. If Tenant pays by personal check, and if the check is returned from the bank due to insufficient funds, Tenant forfeits the privilege of paying by personal check and thereafter must pay the rent by money order or cashier's check.
2. Initial occupancy of the Unit is to begin on the [REDACTED] day of [REDACTED], 20 [REDACTED]. If the first month of occupancy is for less than the entire month, the first month's rent shall be prorated accordingly.
3. No payment by the Tenant(s) or receipt by the Landlord/Owner of a lesser amount than the agreed monthly rent shall be deemed an accord and satisfaction, and the Landlord/Owner may accept such check or payment without prejudice to Landlord/Owner's right to recover the balance of such rent or pursue any other remedy provided in this agreement or by law.
4. It is understood that if the **total rent is not received by the 5<sup>th</sup> day of the month by close of business 5:30 pm**, there will be an administrative service charge of **\$75.00** ("**Late Payment Service Charge**") to reimburse Owner/Landlord for processing and documenting Tenant's late payment. If any check is returned due to insufficient funds, Tenant will be charged with **\$30.00** administrative processing fee ("**Returned Check Fee**") **per returned check** in addition to the **Late Payment Service Charge, the Posting Fee or other Service Fees**. Landlord has the right to pursue all remedies in connection with unpaid rent, including the right to recover other costs and damages.
5. All sums owed under this Lease shall be deemed additional "rent", the nonpayment of which shall be a material breach of this lease. Landlord will apply payments first toward late fees and/or additional charges, then towards the current rental amount.
6. **Service Fees.** Tenant shall pay and be liable for the fees set forth below to provide reasonable reimbursement to Owner/Landlord for services provided in connection with Tenant's performance under this Agreement ("**Service Fees**"). The fees are defined in the section referenced below. Any Service Fees due hereunder will be due, together with rent, on the next rent payment date. If Tenant does not pay such amount in full, Tenant will be charged an additional Late Payment Service Charge. Services Fees payable under this Agreement include:



Service Fee	Amount	Section
Late Payment Service Charge	\$75.00	Section I, 4
Returned Check Fee	\$30.00	Section I, 4
Utility Service Fee	\$60.00	Section II, 6
Lease Transfer Fee	\$100.00	Section V, 6
Locked Door Service Fee	\$100.00	Section VI, 4
Plumbing Service Fee	\$100.00	Section VI, 5
Posting Fee	\$65.00	Section XIII, 2

Tenant Initials: \_\_\_\_\_

## II. UTILITIES

1. Responsibilities for payment of utilities and services shall be as follows:

	<u>Landlord</u>	<u>Tenant</u>
Electricity	_____	_____
Natural Gas	_____	_____
Refuse	_____	_____
Yard Care	_____	_____
Snow/Ice Removal	_____	_____
Telephone	_____	_____
Water/Sewer	_____	_____
Cable	_____	_____

2. Tenant shall be responsible for establishing the appropriate utility services in his/her own name **within twenty-four (24) hours and for paying the deposit and service charges.**
3. Tenant is required to provide utility account numbers to Landlord within 24 hours of lease signing.
4. Utilities shall be placed in Tenant's name prior to Tenant assuming occupancy of the Unit.
5. Included in the monthly rental amount, Tenant shall pay each month an amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for: **Flat Rate monthly for** \_\_\_\_\_  
 This amount is subject to change at any time during the lease term with a thirty (30) day written notice.
6. If Tenant fails to establish appropriate utility services in his or her own names (as required above), then Tenant shall (i) reimburse Landlord for utility costs actually incurred by Landlord in connection with the Unit and (ii) pay an administrative service fee in the amount of \$50.00 to reimburse Landlord for processing Tenant's costs in connection with Tenant's failure to establish utility services in their name ("Utility Service Fee").



### III. SECURITY DEPOSITS

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1. Tenant shall pay a Security Deposit in the amount of \$ \_\_\_\_\_ together with an Additional Deposit of \$ \_\_\_\_\_, which is due in full at the time of lease signing. The Security Deposit and Additional Deposit are referred to in this Agreement as the “Deposit”. This Agreement (once fully signed) shall act as receipt for said Deposit.
2. If Tenant fails to take occupancy of the Unit, the Owner/Landlord will refund any amount remaining after deductions for actual damages to Owner/Landlord, including loss of rent, until rental is re-leased, signed contract.
3. Upon termination of the tenancy, the Deposit may be applied to the payment of accrued rent and the amount of damages that the Landlord/Owner has suffered by reason of the Tenant’s non-compliance with AS 34.03.120. The accrued rent and damages will be itemized by the Landlord/Owner in a written notice mailed to the Tenant’s last known address within the time limit prescribed by law, together with the amount due to the tenant (if any).
4. An additional rent shall be paid for any pet(s) residing in the Unit. If Applicable see (see attached Pet Agreement).
5. Upon termination of the tenancy, Owner/Landlord will, within Thirty (30) days after Tenant vacates the premises, provide a written, itemized list of accrued rent, damages and cleaning costs deducted from the Deposit. Any remaining funds will be disbursed to:  
\_\_\_\_\_
6. At no time during the course of this lease term shall Tenant request or demand landlord/owner release a portion of the Deposit for any reason the restructuring of current tenants. Landlord/owner will not release/return/relinquish any retained funds.
7. At no time during the lease term or final lease month shall tenant direct, dictate, request or assume retained Deposit to be used or applied as a whole or in partial form to, “last month’s rent”, rent, late fees, and handling fees or owed balances accrued during current lease.

Tenant Initials: \_\_\_\_\_

### IV. NOTICES

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Notices shall be in writing and in compliance with the provisions of the Uniform Residential Landlord and Tenant Act and related statutes. Notices to the Landlord/Owner shall be delivered to the office of Northern Trust Real Estate Inc. and notices to the Tenant shall be delivered to the Unit. Tenant has been advised and understands that this rental/lease unit is being rented/leased, operated, and managed for Landlord by Northern Trust Real Estate, Inc., 205 E. Benson Blvd., Anchorage, Alaska, 99503, and that Northern Trust Real Estate, Inc., is agent for and represents the Owner/Landlord herein in the negotiation of the Agreement. Neither Northern Trust Real Estate, Inc. nor its agents have made any representations concerning the condition of the premises or the terms and conditions of this Agreement, except those actually set forth in this Agreement. The following person is authorized to act for and on behalf of Owner/Landlord for purposes of receiving service of process and for purposes of generating, receiving and receipting for notices and demands:

**Northern Trust Real Estate, Inc.**  
**Property Management**  
**205 E. Benson Blvd.**  
**Anchorage, Alaska 99503**

Notices referenced in this Agreement are to be mailed and/or delivered to Tenant at the address of the property being leased.

It is tenant’s sole responsibility and liability to update Northern Trust/Landlord/Owner of any changes to their address in a timely manner. NT/Landlord/Owner is not held liable for any balances due, for any length of time due to tenant’s failure to notify NT/Landlord/Owner of proper mailing address.



**If Tenant does not receive mail at the leased property, notices will be mailed to:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State and Zip Code)

**Tenant Initials:** \_\_\_\_\_

**V. OCCUPANCY**

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1. The Unit is leased to the Tenants for occupancy solely by \_\_\_\_\_ adults (age 18 and over) and \_\_\_\_\_ minors. Occupation of the Unit is limited to the following individuals:
  2. These occupants shall not be changed without prior written consent from the Landlord. If the Landlord allows additional occupants, an additional monthly rental rate, **back charged to lease inception**, of **\$ 200.00 per additional person may be charged.**
  3. Visitors shall be considered Tenants when they have occupied the premises for a period of twenty-one (21) or more days.
  4. All added tenants/roommates if approved by landlord/Owner MUST perform a credit criminal and background check and meet all NT requirements. New additions are required to provide proof of income, photo ID.
  5. Tenants are required to notify Landlord/Owner of any births/occupancy changes for health and safety/fire safety.
  6. Unit Transfers – Resident Transfers ARE NOT permitted. A request to transfer must have the Landlord/Owner’s written approval. The following procedure must be followed:
    - a. Tour residency must be in good standing, and current Lease must be fulfilled.
    - b. Must give proper written notice.
    - c. If current lease is not expired, a transfer fee to reimburse Landlord/Owner for administrative costs in connection with transferring the lease of \$100.00 (“Lease Transfer Fee”) will be assessed in addition to payback of any concessions given during the current Lease.
    - d. A transfer request is subject to approval by the Landlord/Owner after inspection of the current Unit.
    - e. Must pay any additional deposit which may be required for the new Unit.
    - f. The Deposit from the current Unit will be mailed to the new Unit address, less any lawful deductions.
  7. In cases of partial destruction or injury to said Unit by fire, the elements, or other casualty, the Owner/Landlord shall repair the same with reasonable dispatch after noticed from Tenant to Owner/Landlord of such destruction or injury.
    - a. In the event that said premises are rendered totally untenable by fire, the elements, or other casualty, or in the event the building containing the Unit is so injured or destroyed that the Owner/Landlord decides within a reasonable time not to rebuild, the rental/lease term hereby granted shall cease, and the rent shall be paid up to the date of such injury or damage.
    - b. In the event that the premises are rendered untenable, Owner/Landlord will grant partial or full rent abatement.

**Tenant Initials:** \_\_\_\_\_

**VI. TENANT OBLIGATIONS**



1. Tenant agrees to conduct him or herself and his/her guests in a manner that will not unreasonably impair or diminish their neighbors' peaceful enjoyment of the premises. Tenant shall not unreasonably disturb or permit others on the premises to unreasonably disturb a neighbor's peaceful enjoyment of the premises.
2. Tenant will make no alteration, addition or improvement to the Unit without prior written consent of the Owner/Landlord.
3. Tenant will use the rented premises strictly as a private dwelling unit and for no other purpose, and in such a manner as not to disturb other occupants of the neighborhood.
  - a. Such Tenants use shall be exclusive of any commercial or business use, or any use in violation of any law, ordinance or governmental regulation. It is expressly understood that an increase in the number of occupants as shown above, without prior written consent of the Owner/Landlord shall constitute grounds for termination of this Agreement.
  - b. No commercial business activity is permitted on premises that is prohibited by local zoning restrictions or other state and local laws and regulations, or which interferes with the quiet enjoyment of other tenants or occupants of the neighborhood, this includes but is not limited to running an assisted living home.

**Tenant Initials:**

## **RESTRICTIONS, PREVENTATIVE MAINTENANCE AND CARE OF UNIT**

1. Tenant covenants and agrees to keep the Unit and common areas in as clean and safe condition as at the time of this Agreement, wear and tear resulting from ordinary use accepted. Tenant further covenants and agrees to immediately report to Owner/Landlord any damage to or malfunction of appliances and furnishings.
2. Tenant agrees to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, kitchen and other facilities and appliances, and keep them as clean as their condition permits. Tenant is liable for notifying landlord/owner of any issues/leaks, ect causing physical damage to a dwelling in a timely manner prior to damage occurring. If a tenant does not, Tenant will be held liable for all damages caused to the dwelling and or surrounding dwellings due to their lack of notifying landlord/owner and allowing damage to occur.
3. Tenant(s) accepts the premises in its present condition and agrees to surrender the premises at the termination of the Agreement in a condition the same as the present state, normal wear and tear expected. Tenant(s) shall not paint or make alterations to the premises without the written consent of the Landlord/Owner.
4. Tenant(s) agrees to not breach any of the rules and regulations outlined in the House Rules, Tenant Handbook or Lease Agreement.
  - A. **Smoke Detectors** - Tenant shall maintain smoke detection devices as required under AS 18.70.095. Tenant agrees to check the smoke detector(s) and fire extinguisher(s) monthly for proper working order and to replace the battery(ies) in all smoke detectors when necessary. Tenant will also take similar action in maintaining any carbon monoxide detectors located on the premises. **NO SMOKING, OF ANY KIND, OR BURNING OF CANDLES IN THE UNIT.**

**Tenant Initials:**

- B. **Smoking Policy** – No smoking of any kind or the burning of candles is permitted in Unit. If Tenant(s) and or their guests want the right to smoke on balconies or decks they must take reasonable measures necessary to prevent the smoke from invading the peace and quiet enjoyment of the other Units, common areas and neighboring balconies and decks, as this is a health hazard. Measures include but not limited to insulating receptacles plates and fixtures, maintaining air filtering devices. This includes but not limited to the following: Pipes, cigars, E-Sigs, Hookah's, marijuana pipes, joints, water pipes.
- C. **No smoking of any kind is permitted at any time in garages or common areas**, including but not limited, stairwells, common entrances, sheds, carports, alcoves, basements, shared laundry rooms. This includes but not limited to the following: Pipes, cigars, E-Sigs, Hookah's, marijuana pipes, joints, water pipes.

- D. **Garbage** - Tenant agrees to dispose from the Unit all ashes, rubbish, garbage and other waste in a clean and safe manner, at reasonable and regular intervals, and shall dispose of such waste by placing such waste in trash cans.
- E. **Grills/Smokers** – Pursuant to the Anchorage Municipal Code Section 23.05.010, Tenants may not use, operate or store any barbecue, charcoal or propane grills on any balcony or deck of the Unit nor may they be used or operated within 10 feet any combustible construction materials, including any walls.
- F. **Heaters** - Tenant is prohibited from using portable propane, gas and oil heaters on premises.
- G. **No explosives** are allowed in or near the Unit.
- H. **Damage** - Tenant may not deliberately or negligently destroy, deface damage, impair, or remove a part of the premises or knowingly permit any person to do so.

Tenant Initials:

- I. **Changing Locks** – Tenant(s) may not, except in an emergency when the landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the premises without first securing the written agreement of the landlord and, immediately after changing the locks, providing the landlord a set of keys to all doors for which locks have been changed; in an emergency, the tenant may change the locks and shall, within five days, provide the landlord a set of keys to all doors for which locks have been changed and written notice of the change. At the time of tenant lease signing you have been provided  keys for all occupants living in your unit. Lost key replacement is **\$30.00**. If you are locked out of your apartment, and a Northern Trust Property Manager opens the door for you the service fee to reimburse the property manager is **\$100.00** (“**Locked Door Service Fee**”). A Garage Door Remote Opener replacement is **\$100.00**. Lock Replacements are **\$150.00** plus the cost of supplies.
- J. **Conduct** – Tenant(s) may not unreasonably engage in conduct, or permit others on the premises to engage in conduct, that results in the imposition of a fee for police protection services under any municipal ordinances adopted under AS 29.35.125.
- K. **Illegal Activity** - Tenant may not knowingly engage at the premises in prostitution, an illegal activity involving a place of prostitution, an illegal activity involving alcoholic beverages, no illegal activity involving gambling or promoting gambling, an illegal activity involving a controlled substance, or an illegal activity involving an imitation controlled substance or knowingly permit others in the premises to engage in one or more of those activities at the rental premises. Tenant(s), any member of the Tenant(s) household, or a guest or other person under the Tenant(s) control shall not engage in criminal activity, including drug-related criminal activity, on or near the premises. “Drug-related criminal activity” means illegal manufacture, sales, distribution, use or possession with the intent to manufacture, sales, distribute or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 USE 802) or in the Uniform Controlled Substances Act, RCS 69.50).
- L. **A single violation of any of the above provisions shall be a material violation of the Lease and shall result in termination of residency.** Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence. Tenant(s) any member of resident’s household, or a guest or other person under the Tenant(s) control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near the premises.

Tenant Initials:

- M. **Entry** - Tenant will allow the Owner/Landlord to enter the rented premises with a 24-hour notice, and at reasonable times during the term of this Agreement, for the purpose of making inspections and repairs,





and for the purpose of showing the same to prospective tenants, prospective or actual purchasers, mortgages, repairpersons or contractors.

- N. Tenant agrees to use the premises as carefully as a prudent person would utilize the premises, and is responsible for and agrees to pay for any damage done by wind, rain or freezing weather caused by leaving windows open, by overflow of water or stoppage of waste pipes or other acts of accident or carelessness.
- O. All units are required to have a preventive maintenance service and inspection on an annual basis. Tenants will be provided notice prior to work needing to be performed. This work is required to ensure the safe and efficient operation of all installed equipment as well as the exterior structure. Preventive maintenance includes, but is not limited to: any mechanical equipment, fire suppression system, structural inside and outside.

Tenant Initials:

5. **FROZEN OR CLOGGED PIPES.** Tenant agrees to use reasonable care to keep plumbing and pipes from freezing and clogging, and in the event they become frozen or clogged, to notify Landlord IMMEDIATELY. Tenant shall pay all associated repair costs if such lines were plugged or frozen due to Tenant’s negligence (i.e. leaving window open in cold weather or leaving hoses connected to lawn faucets). In order to prevent sink stoppage, Tenant agrees to scrape plates into garbage container before rinsing, to rinse all dirty plates on the garbage disposal side of the sink, to run lots of water after rinsing, and to refrain from putting anything down the disposal which could not be chewed. **If pipes become clogged or frozen, Tenant shall pay a one-time service of \$100.00 (“Plumbing Service Fee”) to reimburse Owner/Landlord for the costs of managing the repair, and Tenant shall reimburse Owner/Landlord for the actual costs of the repair the frozen or clogged pipe, whether such repair is conducted by Owner/Landlord or a third-party.**

6. **Noise/Nuisance - Noise ordinance hours: City of Anchorage Quiet Hours: 10:00 pm to 07:00 a.m.**

- 7.
  - a. All residents are entitled to peace and quiet with in their homes at times. Radios, musical instruments, stereos, televisions and similar entertainment devices shall be used in a reasonable manner with volume such that the noise may not be heard in adjoining units. Tenant shall maintain quiet hours between 10:00 p.m. and 7:00 a.m. consistent with Anchorage Municipal Code Section 15.70.
  - b. Residents may not cause a nuisance to others. This includes, but is not limited to, noise and noise-producing activities. Noise outside of the building shall be kept at a minimum.

**DISCLAIMER:**  
**OWNER/LANDLORD DOES NOT PROVIDE PERSONAL AND LIABILITY INSURANCE ON THE UNIT COVERING TENANTS OR THEIR GUESTS. TENANTS ARE ADVISED AND ENCOURAGED TO PURCHASE INSURANCE COVERING THE UNIT TO COVER REPAIR COSTS FROM FIRE OR OTHER DAMAGES CAUSED BY TENANTS, THEIR FAMILIES OR THEIR GUESTS TO THE UNIT, THE CONTENTS OF THE UNIT, THE COMMON AREAS OR THE PREMISES IN GENERAL.**

Tenant Initials:

Tenants Insurance Company:

## VII. OWNER/LANDLORD OBLIGATIONS





1. Owner/Landlord agrees to make all repairs and do whatever is necessary to place and keep the premises and common areas of the premises in a fit and habitable condition.
2. Owner/Landlord agrees to maintain in good and safe working order all electrical, plumbing, sanitation, heating, ventilation, kitchen and other facilities and appliances supplied by Owner/Landlord.
3. Owner/Landlord shall make all necessary repairs to keep the premises in a clean and habitable condition before leasing or renting to Tenant.
4. Owner/Landlord shall provide and maintain locks and furnish keys reasonably adequate to insure safety to Tenant and its property. (This does not include common areas such as parking areas, garages, driveways, walkways, etc.) Any keys given for such areas are for passage only.

Tenant Initials: \_\_\_\_\_

### VIII. PETS

1. No animals, livestock or poultry shall be kept on the Premises except that domesticated dogs, fish and birds inside birdcages may be kept as household pets on the Premises, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. Should Owner/Landlord permit Tenant to have a cat(s) in the Unit, the cat(s) must be spayed or neutered, as well as declawed.
2. Other Animals – Resident may not have more than two (2) birds, (2) canaries, or (2) parakeets; or(1) Mynah bird. Turtles must be kept in an aquarium. Hamsters and gerbils must be caged. Tropical fish must be limited to a 20-gallon tank.
3. No other animals or reptiles are permitted unless by a written Landlord/Owner approval.
4. All pets and animals are required to have written permission for the Landlord and are subject to all pet rules and regulations applicable.

\_\_\_\_\_ Tenant **will not** keep any pet on the premises. If NO Pet Sign Here:

Signature of Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

### PET AGREEMENT

\_\_\_\_\_ Tenant **will** keep pet on the premises at: \_\_\_\_\_

The Landlord/Owner agrees to waive the “No Pets” rule provided the following conditions are met:

The Tenant agrees to the following:

1. **Refundable Pet Security Deposit** - A Pet Security Deposit of \$ \_\_\_\_\_ (in addition to the Deposit of \$ \_\_\_\_\_) will be paid in full **PRIOR TO and in ADVANCE** of the pet taking occupancy of the unit. **THIS PET SECURITY DEPOSIT IS REFUNDABLE.**
2. **Additional Monthly Pet Rent** - There is a non-refundable pet rent of \$ \_\_\_\_\_ per pet each month.
3. **Approval** - Tenant must receive approval from Northern Trust Real Estate Management to have a pet in your unit. Northern Trust Real Estate will charge back pet rent from lease start in addition to retaining that portion of the Pet Security Deposit for damages directly related to the pet and start the eviction process for lease violation.
4. **Pictures of Pets** – A picture of each pet must be provided to the Landlord/Owner.
5. **Pet Rules and Regulations** - The tenant agrees to comply with all of the following Rules and Regulations pertaining to the pet.



Dog(s)       Cat(s)       Other \_\_\_\_\_

Type/Breed      Color      Sex      Name of Pet      Weight      Age      Neuter      Vaccine Current      License

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Tenant Initials:

**PET AGREEMENT (Continued)**

**Pictures of Pets Attached:**

- a.  pet per apartment (Limit of  pets).
  - b. No dogs over  pounds.
  - c. Visiting pets must be approved by the Landlord/Owner.
  - d. Puppies or dogs under the age of 12 months are not allowed.
  - e. Provide Lessor with up to date shot records and any License required by the city or state.
  - f. Clean up any soil or mess created by pet immediately
  - g. Do not allow pet to create excessive noise, become a nuisance, or annoy other occupants of the building, community or surrounding neighborhood.
  - h. Do not chain pets to the fence, stairwells, support beams, door knobs, etc.
  - i. Remove pet immediately if pet is vicious or does not allow management/maintenance access to unit as required for repairs, inspections, ect.
  - j. All pets must be accompanied and kept on leashes while outside of units as per the municipal pet regulations.
  - k. Feces shall be **immediately** picked up and disposed of in a sanitary fashion, to avoid creating health hazards. If tenant is found in violation a picture will be taken and placed in your tenant file and Tenant shall pay a pet waste removal fee of \$25.00 per pile (“Pet Waste Removal Fee”) to reimburse Owner/Landlord for services to coordinate cleanup and actual costs paid by Owner/Landlord to any third party for any pet waste removal services.
  - l. The decks are not an authorized area for pets to relieve themselves. If it is determined that Tenant has violated this provision then, in addition to any Posting Fee and Pet Waste Removal Fee which may be due, Tenant will be held responsible for any property damages (repaint deck, replace damaged wood, ect). If proof of pet waste on decks, tenant will be held liable for the stripping, repainting of entire deck to return deck to pre-pet waste condition.
  - m. Residents shall file a complaint with the Municipality and forward a copy to Northern Trust if there is any injury to a person as a result of a domestic pet or other animal.
  - n. Pet(s) will be allowed out of the Tenant(s) Unit only under the complete control of a responsible human companion and on a hand-held leash or in a pet carrier. Pet will not be allowed to run lose on the grounds or other common areas. Pet will not be allowed to be tied up in any way to buildings, fences or stakes on the grounds. Any pet found running loose on the community will be picked up by the local animal control.
  - o. Any cost resulting from damage or injury caused by a pet may be assessed against the owner’s unit.
  - p. Tenants may be fined or be requested to remove their pets for failure to observe the above animal control rules (Based on Municipality Regulations).
  - q. Northern Trust is NOT responsible or liable for injury caused by a domestic pet or animal.
6. If, after the signing of this Agreement, Tenant wishes to obtain a pet or an additional pet, Tenant must seek advance written consent of the Owner/Landlord. This includes “visiting” pets for any length of time. Failure to do so will constitute a material breach of this Agreement by Tenant and you will be liable for pet rent and other potential damages for the full lease term.



7. If, at any time, Owner/Landlord learns that Tenant has more pets in the Unit than permitted under this Agreement, Owner/Landlord may deem this a material breach of this Agreement by Tenant. Tenant will be held liable for all cost associated to returning the dwelling to pre-pet condition and immediately charged back pet rent, Pet Security Deposit and all damages.

Tenant Initials: \_\_\_\_\_

For liability reasons, Owner/Landlord will not consent to allowing breeds of dogs known to be vicious to be kept as pets on the premises. The following breeds are prohibited:

- Pit Bulls (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier)
- Rottweiler
- German Shepherd
- Cane Corsos/Mastiff)
- Presa Canarios
- Chows
- Doberman Pinschers,
- Akita
- Wolves, Wolf hybrids, including mixed breeds
- Alaska Malamutes
- American Bull Dog

This prohibition also extends to other dogs that demonstrate a propensity for dominant or aggressive behavior). Tenant agrees that Tenant will not permit others to bring such breeds onto the premises.

- 8. Tenant is not permitted to keep pets that are illegal under state or federal law.
- 9. Tenant agrees to comply with the attached Pet Agreement Addendum which includes a Pet Security Deposit and an additional monthly rent for the pet.
- 10. Tenant agrees to indemnify and hold Lessor harmless for any and all public liability and/or property damage arising directly or indirectly from the keeping of said pet.
- 11. Permission to keep a pet on premises may be revoked at any time management see fit if Tenant fails to comply with any of these rules and Regulations. If this privilege is revoked, Tenant agrees to remove pet within seventy-two (72) hours of receipt of written notice to do so from Lessor.

Signature of Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

### IX. CONDITION OF UNIT

**Unit Inspection/Condition Form** - Upon completion of a move-in inspection (which will be documented with a Unit Condition Statement or other similar inspection report form, to be signed by Landlord (or its agent), and Tenant), Tenant accepts said Unit and all appliances therein as in good condition according to the attached inventory and condition statements. Tenant agrees not to permit damage to the Unit, including woodwork, floors, walls, windows, or any appliances or fixtures therein, and further agrees to pay for any loss, breakage or damage thereto. No alteration or remodeling changes will be made to the internal structure of the building or furnishings without the express written consent of the Owner/Landlord.

**Pictures** – Included as to the condition of the Unit a set of pictures are attached, numbered \_\_\_\_\_ through \_\_\_\_\_ and are each dated and addressed with the Unit upon move in.

**At Lease signing Tenant acknowledges and accepts all pictures are provided to Tenant.**

Tenant Initials: \_\_\_\_\_



## **X. NOTICE OF TERMINATION, RENEWAL AND OTHER COMMUNICATIONS**

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1. **Lease Termination** – Either party may terminate this Lease at the end of the initial term or a successive term by giving written notice at least 30 days before the rental due date specified in the notice, pursuant to A.S. 34.03.290. A Tenant may not hold over past the termination date given in the notice unless the entire month's rent is paid in advance and approved by the Landlord/Owner. Failure to obtain the Landlord/Owner's approval for holdover shall be considered willful and not in good faith.
2. After the initial term has expired, **this Agreement automatically converts to a month-to-month Agreement** or be renewed for one (1) year with both Owner/Landlord's and Tenant's prior written agreement. Written notice to extend must be given at least sixty (60) days prior to the expiration of the Agreement.
3. If Tenant vacates the premises before the expiration of the Agreement, Tenant shall be responsible for rent for the entire period or until the premises are re-rented, whichever occurs first.
4. Owner/Landlord may terminate the tenancy by written notice for nonpayment of rent in accordance with A.S. 34.03.220(b).
5. Owner/Landlord may terminate the tenancy by written notice in accordance with Alaska landlord/tenant law for Tenant's breach of or material non-compliance with this Agreement, if the breach affects the health, safety or quiet enjoyment of others in accordance with A.S. 34.03.220(a).
6. In the event that the Tenant continues their tenancy at or after the end of the Agreement, the tenancy shall be deemed a month to month tenancy commencing on the first day after the expiration of the initial Agreement. The terms of such tenancy shall be as specified by this Agreement except that the **Tenant may terminate the tenancy at any time provided, that thirty (30) days prior written notice is given to Landlord.** The rent during the month to month tenancy shall be the current market rate plus ten (10%) percent.  

**Tenant Initials:**
7. Notices and other communications required by law and by this Agreement shall be deemed properly served when served in compliance with the Alaska Landlord Tenant Law. Thirty (30) day notice delivered in connection with termination of a month-to-month tenancy under A.S. 34.03.290 **MUST be turn in in written form and MUST be delivered before the first (1<sup>st</sup>) of the month. Per Landlord Tenant Act if a notice is not received on the first of the month it does not activate until the FOLLOWING MONTH.**

## **XI. VACATING THE PREMISES**

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1. **Re-Renting** – Tenant(s) agrees that the Landlord/Owner or its agent shall have the right to show the Unit to prospective Tenant(s) at reasonable times for a period of 30 days prior to the expiration of residency and after notice to vacate has been given by or to the Tenant(s).
2. **Vacating Condition** - Upon vacating the premises, Tenant will leave the Unit in a clean and presentable condition. Tenant shall be responsible for any costs incurred to repair damage or to clean Unit.
3. **Forwarding Address** - Tenant(s) must provide a forwarding address to the Landlord/Owner and the Post Office.
4. **Key Return** - Upon vacating the premises all keys must be returned to the Landlord/Owner by 5:00pm on the last day of residency per notice. If not, Tenant(s) will be charged the following day's rent.
5. **Cleaning** - Tenant agrees that, upon termination of this Agreement, they will do, or cause to be done, the following to their Unit:
  1. Have the carpets professionally cleaned;
  2. Clean windows and dust blinds;
  3. Clean all kitchen appliances and cabinets;
  4. Replace stove drip pans and burnt-out bulbs;
  5. Clean bathroom sink, tub, toilet and cabinet;
  6. Clean all vinyl floors;
  7. Clean up any spills and sweep the parking areas, and
  8. Repair all items belonging to and within the Unit that are damaged beyond normal wear and tear. If Tenant must do repairs to the Unit, repairs must be done by a licensed contractor who is bonded and insured.

Any violation of this paragraph may result in the filing of a legal suit against Tenant for collection of damages.

Tenant Initials:

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## XII. VIOLATION OF RENTAL AGREEMENT

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1. It is agreed that, in the event that it becomes necessary for the Owner/Landlord to employ an attorney for the collection of any delinquent rents, or to enforce any obligation of the Tenant created hereunder, that, if available under Alaska law, the court may award a reasonable attorney fees to the Owner/Landlord, to be applied as part of the costs of such legal suit and paid by Tenant.
2. All covenants, conditions and provisions of this Agreement to be observed and/or performed by Tenant are considered material, and a breach of this Agreement will result in the termination of the Tenant's right to possession of the premises **upon ten (10) days' written notice of the** Owner/Landlord.

Tenant Initials:

3. In the event of a legal dispute over the contents of this Agreement or a legal dispute otherwise relating in any way to this Agreement, venue for any legal action shall be in the District and/or Superior Courts of the State of Alaska.

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## XIII. DEFAULT

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1. The following shall be deemed events of default: 1) default in the payment of rent or any other payment required to be paid hereunder, 2) failure by Tenant to perform or observe any covenant or condition of this lease or 3) abandonment of the premises by Tenant.
2. In the event of default, Owner/Landlord may (but shall not be obligated) to post a notice of default on Tenant's door or entry, in which case Tenant shall pay a one-time service fee of \$50.00 to reimburse Landlord (a "Posting Fee").
3. In the event of default, Owner/Landlord may terminate this lease agreement and retake possession of the Premises removing all persons, property belonging to Tenant or third parties therefrom and placing any property in storage chosen by Owner/Landlord pursuant to AS 34.03.260 or taking other action required under such laws.
4. Notwithstanding surrender of possession of the leased Premises, Tenant shall remain obligated for the payment of rent reserved under the term of this lease agreement until the Owner/Landlord is reasonably able to secure a new tenant for the Premises. Thereafter, Tenant shall continue to be liable for the difference in income earned by Owner/Landlord during the remainder of the term. Nothing in this paragraph shall be construed as entitling the Lessee to an increase in income, which Owner/Landlord may receive upon securing a new tenant after default of the Lessee.
5. In the event the Premises shall be wholly or partially destroyed by fire or other casualty loss, Owner/Landlord shall be entitled to declare this Agreement terminated or make reasonable and necessary repairs for the continuing use and occupancy of the Premises by Tenant for the remainder of the term. In the event said premises are rendered totally untenable by fire, the elements, or other acts of god, or in the event the building in which the unit is a part is damaged or destroyed so that Owner/Landlord chooses not to rebuild, the rental/lease term hereby granted shall cease, and the rent shall be paid up to the date of such injury or damage. Under that circumstance, Owner/Landlord shall grant partial or full rent abatement in the event that the premises are rendered uninhabitable.
6. Failure of Owner/Landlord to exercise any right, either accruing under this Agreement or otherwise available to Owner/Landlord, shall not be considered a waiver of any such right. Waiver of one breach by the Owner/Landlord does not constitute a waiver for any subsequent breach.
7. If any one provision of this Agreement is found to be unlawful, it shall be severed and the remaining provisions shall remain in effect.

Tenant Initials:



### XIV. HOLD HARMLESS CLAUSE

Owner/Landlord shall not be liable for any damages arising for any act of any tenant or invitee of any tenant, or for any condition of the premises except those directly resulting from any act of Owner/Landlord negligence, and Tenant agrees to indemnify and hold Owner/Landlord harmless from any and all claims and/or damages resulting from the negligence of Tenant(s) and invitees of Tenant therefrom, to the fullest extent permitted by law.

Tenant Initials:

The Tenant(s) agrees that all personal property in the Unit shall be at risk of the Tenant(s). The Tenant(s) further agrees to hold the Landlord/owner harmless in any manner for/or on account of any loss or damage sustained by action of any third party, fire, water, theft or of the elements, or for loss of any articles from any clause from said premises or any other part of said buildings. Furthermore, the Landlord/Owner shall not be liable for any injury to the Tenant(s), his family, guests, employees, or any person entering the Unit, building or property which the Unit is a part. This clause is not meant as an exculpation or limitation of liability of the Landlord/Owner arising under law, but is written in to explain the Tenant(s) responsibilities and liabilities. **The Landlord/Owner strongly recommends that the Tenant(s) obtain insurance** to cover the Tenant(s) belongings, to protect the Tenant(s) against personal injury liability, and to cover any other liabilities or losses the Tenant(s) may incur.

### XV. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Agreement or sublet the Unit to another party without express written consent from the Owner/Landlord or its agent, consistent with AS 34.03.060. Landlord may withhold consent, consistent with and to the extent allowed AS 34.03.060.

### XVI. ALASKA LAW

Except as otherwise provided herein, the Alaska Uniform Residential Landlord and Tenant Act, A.S. 34.03.010 *et seq.* are incorporated by reference herein as fully as if they were set forth in this Agreement. In the event of any conflict between this Agreement and the Alaska Uniform Residential Land and Tenant Act, this Agreement shall control to the extent permitted by law.

### XVII. EMERGENCIES

In the event of any emergency, and for all maintenance needs, Tenant shall notify Northern Trust, Inc. at one of the following telephone numbers. Tenant should begin with the first listed number and, if necessary, contact the other numbers if there is no response at the first number.

#### 1-907-751-2750 - Main Property Management Line

In the event of emergency, Landlord or Landlord's agent may notify Tenant at the following number(s):

Name:

Number:

Name:

Number:

Tenant Initials:





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## XVIII. EARLY TERMINATION

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1. Should Tenant vacate the property prior to the end of the term of this lease agreement, Tenant shall be liable for Landlord's actual damages, including accrued rents, a re-leasing cost equal to one half of one month's rent: \_\_\_\_\_, unpaid utilities costs owed by Tenant, advertising costs, other costs or expenses of leasing the Unit, and other actual damages to Landlord.
2. Owner/Landlord will dispose of all personal property left on the premises according to the provisions of the Alaska Landlord-Tenant Law. Tenant(s) agrees that in the event of abandonment and accompanying default in rent, the landlord may immediately enter the Unit and take possession of any property of the Tenant(s) found therein, and notify the Tenant(s) of storage and sale as set forth under the Uniform Residential Landlord and Tenant Act.

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## XIX. LEAD-BASED PAINT ADVISORY

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HUD requires that a lead-based paint disclosure be provided to tenants dwelling in housing built prior to 1978.

\_\_\_\_\_ Disclosure requirement applies, and a lead-based pain disclosure and pamphlet is attached.

\_\_\_\_\_ Disclosure requirement **does not apply.**

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## XX. SMOKE DETECTOR

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The Tenant(s) acknowledge that said Unit is equipped with a smoke detection device which was operation at the commencement of tenancy.

In compliance with applicable law, Tenant(s) acknowledge and agree to maintain the smoke detection device, located within the aforementioned premises, in good working order to include but not limited to, frequent testing a replacement of batteries as needed. Tenant(s) failure to maintain the smoke detector in an operable condition is a violation of state law and may result in a fines or other penalties.

**Alaska Statue AS 18.70.095**  
**SMOKE DETECTION DEVICES**

- A) Smoke detection devices shall be installed and maintained in all dwelling units in the state. The devices shall be of a type and installed in a manner approved by the State Fire Marshal.
- B) In a dwelling unit occupied under the terms of a rental agreement or under a month to month tenancy.
  - 1) at the time of each occupancy the landlord shall provide smoke detection devices in working conditions and, after notification by the tenant shall be responsible for replacement; and
  - 2) The tenant shall keep the devices in working condition by keeping charged batteries in battery-operated devices, if possible, by testing the devices periodically, if possible, and by refraining from permanently disabling the devices.
- C) If a landlord did not know and had not been notified of the need to repair or replace a smoke detection device, the landlord's failure to repair or replace the device mat not be considered as evidence of negligence in a subsequent civil action arising from death, property loss, or personal injury.
- D) In this section "Dwelling Unit", "Landlord", "Rental Agreement," and "Tenant" have the meanings given in AS 34.03.360.

Tenant Initials: \_\_\_\_\_

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## XXI. CLIMATE CONTROL

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Tenant(s) acknowledges that the Units have a climate conducive to mold and mildew. It's necessary to provide proper ventilation and dehumidification to retard or percent the growth of mold or mildew. As the Tenant controls the environment inside the Unit home, the Tenant agrees to be responsible for properly ventilating and dehumidifying the home. The Tenant also agrees to be responsible for damage to the Unit or the personal property of the Tenant caused by mold or mildew. Because mold is a naturally occurring substance, the Owners shall not be responsible for any claims relating to personal injury of the Tenant or guest arising for the existence of mold.

**DO NOT** cover your windows with foil, cardboard or anything that will keep your Unit dark and damp. Direct sunlight will assist to combat the growth of mold or milder.

Should the Tenant discover any mold or mildew, the Tenant is required to notify the Leasing Office immediately so that we may assist you in the resolution of the situation.

Any violation of this shall constitute default of Tenant under the Lease Agreement.

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## XXII. CARBON MONOXIDE DETECTOR

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The Tenant(s) acknowledge that said Unit is equipped with a carbon monoxide detector device which was operational at the commencement of tenancy.

In compliance with applicable law, Tenant(s) acknowledge and agree to maintain the carbon monoxide detector device; located within the aforementioned premises; in good working order to include but not limited to; frequent testing and /or replacement of batteries as needed.

Tenant agrees to ensure that the carbon monoxide detectors located in the rented premises are kept in proper operating condition at all times and to never disconnect the carbon monoxide detectors from their power sources or otherwise render them inoperable. In addition, the cover on each carbon monoxide detector must always be kept on. The tenant agrees to test every carbon monoxide detector at least once each week by using the test button.

The tenant will immediately call the local Fire Department whenever the signal sounds on a carbon monoxide detector so that the premises can be checked for potentially dangerous levels of carbon monoxide gases. The tenant and the tenant's family must vacate the unit if the signal sounds. Immediately after such an occurrence the tenant will contact the landlord to report the findings of the Fire Department and to arrange for any necessary repairs. Similarly, the tenant will notify the landlord if the "power on" indicator light goes out on an electrically wired carbon monoxide detector or if any detector fails to sound upon testing. If the carbon monoxide detector becomes damaged in any way whatsoever the tenant agrees to immediately notify the landlord so that repair or replacement of the detector can be made. The Tenant(s) failure to maintain the carbon monoxide detector in an operable condition is a violation of State law and may result in a fine not to exceed \$200.00.

**Tenant Initials:**

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## XXIII. ADDITIONAL TERMS

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Addendums:

Pictures numbered  through  of  are attached and dated:

Pet Pictures Attached (If Applicable): Pictures numbered  through



Pet Records Attached (If Applicable): Numbered [redacted] through [redacted]

### SIGNATURES

The Undersigned parties hereby agree to be bound by the terms of this Agreement. Tenant acknowledges and agrees that Tenant has carefully read each and every provision and page of this Agreement, and voluntarily enters into this Agreement with an understanding of the terms and conditions of the Agreement.

Signature of Tenant: [redacted] Date: [redacted]

Signature of Tenant: [redacted] Date: [redacted]

Signature of Tenant: [redacted] Date: [redacted]

Signature of Tenant: [redacted] Date: [redacted]

Signature of Leasing Licensee: [redacted] Date: [redacted]

### FOR OWNER/LANDLORD

Northern Trust Real Estate, Inc.  
Acting as Property Manager and Agent for  
Owner/Landlord

By: [redacted] Date: [redacted]

