

ALASKA RESIDENTIAL LEASE AGREEMENT

Property/Listing/Unit ID# (optional):



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RESIDENTIAL LEASE AGREEMENT

This is a legally binding contract. If not fully understood, seek competent legal advice before signing. This template is intended to align with the Alaska Uniform Residential Landlord and Tenant Act (AS 34.03), as amended.

This Alaska Residential Lease Agreement (the "Lease") is made effective as of (the "Effective Date"), by and between the parties identified below.

1. PARTIES; NOTICES; AUTHORIZED AGENT. Landlord:

("Landlord"). Tenant(s): (collectively, "Tenant").

Landlord mailing address: .

Landlord phone/email (for routine communications only): .

Person authorized to manage the Premises (if different): .

Person authorized to receive notices and demands (if different): ,

with notice address: . Tenant current address (if

different): . Tenant phone/email (for routine

communications only): .

2. PREMISES. Landlord leases to Tenant the residential dwelling located at:

, Alaska

(City) (Zip), in the

Borough/Census Area (if applicable) (the "Premises"), together

with the following, if any: parking space(s) , storage unit(s)

, and common areas made available under applicable rules and policies.

3. TERM; RENEWAL; HOLDOVER.

(a) **Lease Term (12 Months).** The Lease term begins on and ends on (the "Term"), which the parties intend to be a twelve (12) month fixed term, unless earlier terminated in accordance with this Lease or applicable Alaska law.

(b) **Renewal/Holdover; Month-to-Month Conversion.** If Tenant remains in possession after the Term ends and Landlord accepts rent, then, to the extent permitted by applicable Alaska law, the tenancy will become: (check one)

month-to-month

other: _____, on the same terms (except for any lawful rent change or other lawful change in terms delivered with proper notice). Landlord's acceptance of rent after the Term ends does not waive Landlord's right to recover possession as permitted by applicable Alaska law.

4. RENT; PAYMENT TERMS; FEES.

(a) **Monthly Rent.** Tenant will pay rent of \$ _____ per month, due on the _____ day of each month (the "Due Date"), payable to:

, at: _____, or via: _____.

(b) **Prorated Rent.** If the Term begins on a day other than the first of the month, prorated rent of \$ _____ is due on _____.

(c) **Grace Period (Optional).** (check one)

No grace period. Late fees may be assessed as provided below beginning after the Due Date.

Grace period through _____ (time) on the _____ day of the month.

(d) **Returned/Rejected Payments.** Tenant will pay a returned payment fee of \$ _____ per occurrence (or the maximum allowed by applicable Alaska law, if less). [COMPLIANCE NOTE: Counsel/Property Manager to confirm any Alaska statutory limits/conditions applicable to returned/rejected payment charges.]

(e) **Late Fee.** If rent is not received by the time stated in subsection (c) (or, if no grace period is selected, by _____ (time) on the Due Date), a late fee of \$ _____ will be assessed (plus \$ _____ per day thereafter, if applicable), as a reasonable estimate of Landlord's administrative costs and losses due to late payment, agreed as liquidated damages and not as a penalty, and only to the extent permitted by applicable Alaska law. [COMPLIANCE NOTE: Counsel/Property Manager to confirm any Alaska statutory limits/conditions applicable to late fees (including any caps, timing requirements, or reasonableness standards).]

(f) **Application of Payments; Partial Payments.** To the extent permitted by applicable Alaska law, Landlord may apply payments in the following order: ① returned payment fees and other lawful fees/costs due under this Lease; ② utilities or other charges Tenant is required to pay to Landlord under this Lease; ③ late fees; and ④ rent. Landlord may accept partial payments without waiving any default or Landlord's right to proceed with any remedy, including termination and eviction, to the extent permitted by applicable Alaska law, unless Landlord agrees otherwise in a signed writing.

5. SECURITY DEPOSIT (ALASKA COMPLIANCE).

(a) **Deposit Amount.** Upon signing, Tenant will pay a security deposit of \$ _____ (the "Deposit").

(b) **Use of Deposit.** The Deposit may be applied to unpaid rent, unpaid utilities or other charges that Tenant is responsible to pay under this Lease and that are lawfully chargeable to Tenant, damages beyond ordinary wear and tear, and costs of cleaning required to return the Premises to the condition at move-in (reasonable wear and tear excepted), and other lawful charges as allowed by applicable Alaska law and this Lease.

(c) **Return; Itemized Statement; Forwarding Address.** Within the time required by applicable Alaska law after Tenant vacates and delivers possession of the Premises (including return of keys and removal of all personal property), Landlord will mail or deliver to Tenant (at Tenant's forwarding address, or if none is provided, at Tenant's last known address) any remaining Deposit together with an itemized written notice of amounts withheld and the basis for the withholdings, as required by applicable Alaska law. Tenant should provide a forwarding address in writing. [COMPLIANCE NOTE: Counsel/Property Manager to confirm Alaska statutory deadlines and itemization requirements for deposit returns, including any different timelines for deductions vs. no deductions.]

6. UTILITIES; SERVICES; SHARED METERING.

Tenant is responsible for payment of:

electric gas water sewer trash internet/cable
other: _____ .

Landlord is responsible for:

electric gas water sewer trash other: _____ .

If any utility is shared or not separately metered, the allocation method is: _____, and Tenant will not be charged more than Tenant's proportionate share of the actual cost billed to Landlord for the applicable service, to the extent permitted by applicable Alaska law. [DISCLOSURE PLACEHOLDER: identify shared meter/ratio billing details, including calculation method, any base/admin charges, and billing frequency, and attach any required disclosure.] Any service interruptions beyond Landlord's control will not constitute a breach, provided Landlord uses reasonable efforts to restore services when responsible.

7. OCCUPANCY; GUESTS; USE; ASSIGNMENT/SUBLETTING; PETS; MAINTENANCE; ACCESS; INSURANCE; DEFAULT; NOTICES. The following terms apply throughout the Term and any renewal, extension, or holdover (to the extent permitted by applicable Alaska law):

(a) **Occupants; Authorized Residents.** Only the following persons may reside at the Premises as occupants ("Authorized Residents"):

- (i) the Tenant(s) signing this Lease, and
- (ii) the following additional occupants, if any:

No other person may reside at the Premises for more than fourteen (14) consecutive days or more than thirty (30) days in any twelve (12) month period without Landlord's prior written consent, which may be withheld in Landlord's reasonable discretion consistent with applicable law. Tenant will promptly notify Landlord of any change in occupancy.

(b) Guests. Guests are permitted for short visits only and must comply with this Lease and all rules. Tenant is responsible for the conduct of guests and any damage or violations caused by guests. Landlord may require guests to leave the Premises and may treat an unauthorized long-term guest as an unauthorized occupant and a Lease violation.

(c) Use; Conduct; Illegal Activity. The Premises will be used and occupied only as a private residence. Tenant will not:

- **(i)** use the Premises for unlawful purposes;
 - **(ii)** engage in, permit, or facilitate criminal activity on or near the Premises;
 - **(iii)** disturb neighbors or create a nuisance;
 - **(iv)** damage, misuse, or waste the Premises;
 - **(v)** smoke, vape, or burn any substance at the Premises except as follows (check one):
 - No smoking anywhere in the Premises or common areas
 - Smoking permitted only in the following areas:
- ; or
- **(vi)** possess or discharge firearms or fireworks in a manner that violates law or endangers persons or property.

Tenant will comply with all applicable federal, state, and local laws and ordinances, and all reasonable rules for the Premises and any community/common areas.

(d) Rules; Policies; HOA. Tenant will comply with Landlord's reasonable written rules/policies and any applicable homeowners'/condominium association rules provided to Tenant (as amended from time to time upon reasonable notice), provided such rules do not materially conflict with this Lease or applicable law. If fines/charges are assessed against Landlord due to Tenant's violation of applicable rules, Tenant will reimburse Landlord upon demand as additional rent, to the extent permitted by law.

(e) Assignment; Subleasing; Short-Term Rentals. Tenant will not assign this Lease, sublet any portion of the Premises, advertise or offer the Premises for rent, or grant any license or concession to use the Premises (including, without limitation, Airbnb/VRBO or other short-term rental arrangements) without Landlord's prior written consent. Any attempted assignment or sublease without consent is void and constitutes a material breach. If Landlord consents, Tenant remains liable for all obligations under this Lease unless Landlord expressly releases Tenant in writing.

(f) Pets; Animals.

- **(i) Default Rule: No Pets Unless Authorized in Writing.** No animals, reptiles, birds, fish, or pets of any kind will be kept at the Premises or in common areas without Landlord's prior written consent in a signed writing ("Pet Authorization"), except as required by applicable law for an Assistance Animal (defined below).

- **(ii) Pet Request and Approval Process.** Tenant must submit a written request identifying the animal type, breed, approximate weight, age, licensing information (if applicable), vaccination records (if applicable), and any other reasonable information Landlord requests. Landlord may approve or deny the request in Landlord's reasonable discretion, consistent with applicable law and any fair housing requirements.

- **(iii) Limits (if approved).** Unless Landlord agrees otherwise in writing: maximum number of approved pets: _____; maximum weight per pet: _____ lbs; prohibited breeds/types (if any): _____; and approved areas (if any restrictions): _____. Approved pet(s) (describe each): _____.

- **(iv) Pet Charges (if any).** If Landlord approves a pet in writing, the approval may be conditioned on payment of the following (if any), to the extent permitted by applicable Alaska law: non-refundable pet fee \$ _____; additional security deposit (refundable) \$ _____; and/or monthly pet rent \$ _____. [COMPLIANCE NOTE: Counsel/Property Manager to confirm Alaska statutory requirements/limits regarding security deposits and any additional deposits/fees characterized as deposits.]

- **(v) Pet Rules.** Tenant will ensure any approved animal:

(A) is properly licensed (if required) and vaccinated as required by law and veterinary standards;

(B) is under Tenant's control at all times and kept on a leash or in a carrier in common areas;

(C) does not create noise, nuisance, odor, unsanitary conditions, aggressive behavior, or safety issues;

(D) is not left unattended in a manner that disturbs others;

(E) is not used for any unlawful purpose; and

(F) has waste promptly removed and disposed of properly.

Feeding wildlife is prohibited to the extent restricted by building rules or local law.

- **(vi) Flea/Tick; Odor; Damage; Cleaning.** Tenant is responsible for all damage, cleaning, deodorizing/odor remediation, parasite control (including flea/tick treatment), fumigation, and/or replacement costs caused by any animal (including shedding, scratches, stains, urine/feces), whether or not the animal was authorized, and such amounts may be deducted from the Deposit to the extent permitted by applicable Alaska law. Tenant must promptly treat and remediate any pet-related infestation or odor condition and reimburse Landlord for Landlord's costs if Landlord performs or arranges treatment due to Tenant's failure to do so.

- **(vii) Revocation for Repeated Violations.** Landlord may revoke Pet Authorization for repeated or uncured violations after written notice and a reasonable opportunity to cure, except as prohibited by applicable law. If Pet Authorization is revoked, Tenant must permanently remove the animal within the time stated in Landlord's notice (or, if no time is stated, within a reasonable time).

- **(viii) Prohibited Animals.** Venomous animals, animals prohibited by law, and animals that pose a direct threat to health or safety or would cause substantial physical damage are prohibited.

- **(ix) Assistance Animals (Reasonable Accommodation).** Nothing in this Lease prohibits a reasonable accommodation for a service animal or other assistance animal required by applicable law ("Assistance Animal"). Landlord may request information permitted by law to evaluate an accommodation request when the disability and/or disability-related need is not readily apparent. Landlord will not charge pet rent, pet fees, or a pet deposit for an Assistance Animal. Tenant remains responsible for damage or cleaning caused by the Assistance Animal beyond ordinary wear and tear, to the extent permitted by applicable Alaska law.

(g) Maintenance; Repairs; Condition; Mold/Moisture Reporting.

- **(i) Tenant Duties.** Tenant will keep the Premises clean, sanitary, and safe; promptly dispose of trash; use all appliances, fixtures, plumbing, electrical, heating and cooling systems in a reasonable manner; and promptly notify Landlord of needed repairs, water leaks, moisture intrusion, mold or suspected mold, pest infestation, lack of heat, broken windows/doors/locks, or other unsafe conditions. Tenant will use reasonable care to prevent moisture accumulation (including using bathroom/kitchen ventilation when available) and will not block or disable ventilation equipment. Tenant will be responsible for damage caused by Tenant, occupants, guests, or animals beyond ordinary wear and tear, including damage due to failure to timely report a problem.

- **(ii) Landlord Duties.** Landlord will deliver the Premises in a safe, clean, and habitable condition and will make repairs required by applicable Alaska law, subject to Tenant's obligations and limitations in this Lease.

- **(iii) Alterations; Improvements.** Tenant will not paint, wallpaper, install fixtures, change locks, make alterations, or perform repairs (including satellite dishes, alarm systems, smart locks/doorbells, or other devices) without Landlord's prior written consent. Any approved improvements become Landlord's property unless otherwise agreed in writing.

- **(iv) Appliances.** Appliances provided (if any) are for Tenant's convenience and will be used only for their intended purpose. Tenant will be responsible for service calls caused by misuse, negligence, or failure to follow operating instructions.

- **(v) Damage/Destruction.** If the Premises is damaged by fire, casualty, or other event not caused by Tenant such that the Premises is substantially impaired, rent will be adjusted or the Lease may be terminated as provided by applicable Alaska law; Tenant will promptly notify Landlord of such event.

(h) Landlord Entry; Access. Landlord (and Landlord's agents/contractors) may enter the Premises to inspect, make repairs, supply necessary or agreed services, show the Premises to prospective purchasers/tenants, or in connection with an emergency. Except in an emergency or if impracticable, Landlord will provide notice as required by applicable Alaska law and will enter at reasonable times. Tenant will not unreasonably withhold consent to entry for repairs or showings. If Tenant abandons the Premises or in an emergency, Landlord may enter without prior notice as permitted by applicable Alaska law.

(i) Locks; Keys; Security Devices. Tenant will not change or rekey locks or install additional locks/security devices without Landlord's prior written consent and providing Landlord with keys/codes. Tenant will be charged for lost keys or required lock changes.

(j) Insurance; Risk of Loss. Landlord's insurance does not cover Tenant's personal property. Tenant is strongly advised to obtain renter's insurance covering personal property, liability, and additional living expenses. If required by Landlord, Tenant will maintain renter's insurance with minimum liability coverage of _____ per occurrence and provide proof upon request. Tenant bears risk of loss for Tenant's personal property, except to the extent caused by Landlord's negligence or willful misconduct.

(k) Default; Remedies; Attorney's Fees.

- **(i) Tenant Default.** Any failure to pay rent when due or any material breach of this Lease is a default. If Tenant defaults, Landlord may exercise all rights and remedies available under this Lease and applicable Alaska law, including termination of the Lease and recovery of possession through lawful eviction proceedings.

- **(ii) Additional Rent; Collections.** All sums due under this Lease (including fees, utilities owed to Landlord, reimbursements, and damage charges) are deemed additional rent to the extent permitted by applicable Alaska law and may be collected as such.

- **(iii) Attorney's Fees and Costs.** To the extent permitted by applicable law, the prevailing party in an action arising out of this Lease is entitled to recover reasonable attorney's fees, court costs, and other allowable expenses.

(l) Surrender; Move-Out; Forwarding Address. Upon move-out, Tenant will

- **(i)** vacate and remove all persons and personal property,

- **(ii)** return all keys, remotes, and access devices,

- **(iii)** leave the Premises broom-clean and in substantially the same condition as at move-in, ordinary wear and tear excepted,
- **(iv)** repair damage caused by Tenant, occupants, guests, or animals beyond ordinary wear and tear, and
- **(v)** provide a written forwarding address for Deposit return and notices.

Property left behind may be treated as abandoned and handled as permitted by applicable Alaska law; Tenant may be charged for removal, storage, and disposal to the extent permitted by law.

(m) Notices. All notices under this Lease will be in writing and delivered personally, by certified mail/return receipt requested, by nationally recognized overnight carrier, or by any other method permitted by applicable Alaska law, to the notice addresses stated in Section 1 (or to any updated address designated by written notice). Email/text may be used for routine communications but does not constitute formal notice unless the parties expressly agree in writing. Time periods are calculated in accordance with applicable law.

ALASKA DISCLOSURES; ADDENDA; LOCAL REQUIREMENTS.

(a) Lead-Based Paint Disclosure. If the Premises was built before 1978, the parties must complete and sign a Lead-Based Paint Disclosure and required EPA pamphlet acknowledgment, which will be attached and incorporated.

(b) Smoke/Carbon Monoxide Alarms. Tenant acknowledges receipt of any required smoke and (if applicable) carbon monoxide alarm information/acknowledgment forms, attached and incorporated, to the extent required by applicable law.

(c) Move-In Condition Checklist. If used, the Move-In Condition Checklist signed by the parties will be attached and incorporated for purposes of documenting the condition of the Premises at move-in.

(d) Local/Other Disclosures. Any additional disclosures required by applicable federal, Alaska, or local law (including, as applicable, disclosures for shared metering/billing or allocation of utilities, bed bugs (if applicable), or other habitability/condition disclosures required by local ordinance) will be provided to Tenant and, if in writing, may be attached and incorporated. Nothing in this Lease waives any disclosure obligation or Tenant right under applicable law. [COMPLIANCE NOTE: Counsel/Property Manager to confirm Alaska- and locality-specific mandatory disclosures for residential rentals.]

SIGNATURES

OPTIONAL NOTARY ACKNOWLEDGMENT:
(STATE OF ALASKA)

Judicial District of

Before me, the undersigned Notary Public,
personally appeared ,
who acknowledged executing the
foregoing Lease on this
day of , 20 .

Notary Public Signature:

Printed Name:

Commission Expiration:

LANDLORD (OR LANDLORD'S AUTHORIZED
AGENT/PROPERTY MANAGER):

By (Signature):

Printed Name:

Title:

Date:

TENANT(S):

Tenant Signature:

Printed Name:

Date:

TENANT(S): 2

Tenant Signature:

Printed Name:

Date:

OPTIONAL WITNESS:

Witness Signature:

Printed Name:

Date:

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT.** If you do not fully understand its terms, seek competent legal advice before signing.