

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made between \_\_\_\_\_ of \_\_\_\_\_, Alaska ("Landlord"), and \_\_\_\_\_, of \_\_\_\_\_, Alaska ("Tenant").

1. **Premises.** Landlord hereby leases Tenant a house ("the Premises") located in \_\_\_\_\_, Alaska.
2. **Term.** The lease term will be for five (5) years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
3. **Lease Payments.** The total lease payment hereunder shall be one dollar (\$1.00) payable in advance.
4. **Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.
5. **Use of Premises/Absences.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.
6. **Occupants.** The Premises may not be occupied by more than \_\_\_\_\_ persons, unless the prior written consent of Landlord is obtained.
7. **Maintenance.** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitation.
8. **Utilities and Services.** Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.
9. **Habitability.** Tenant represents that it has inspected the Premises and fixtures, and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.
10. **Defaults.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial or other obligation within 7 days after written notice of such default by Landlord, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are

designated as “additional rent.” The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

11. **Access by Landlord to Premises.** Subject to Tenant’s consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant’s consent.
12. **Notices.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, to the parties’ addresses given above. The parties may change their addresses from time to time by giving notice to the other party.
13. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Alaska.
14. **Entire Agreement/Amendment.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
15. **Severability.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**LANDLORD:**

\_\_\_\_\_

Date\_\_\_\_\_

**TENANT:**

\_\_\_\_\_

Date\_\_\_\_\_