

**Residential Dwelling  
Real Estate Lease Agreement  
1138 Mud Bay Road, Haines, Alaska, 99827**

**Effective Date:** \_\_\_\_\_, 20\_\_\_\_

This Rental Agreement is made effective as of the date first written above, by and between, **Daniel Coleman, DBA Glacier View Rentals**, (Landlord) and \_\_\_\_\_(Rentors).

The parties agree as follows:

**1. DEFINITIONS**

The words "Landlord" and "Rentor" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants, and the words "his", "he", and "him" where applicable shall apply to the Landlord and Rentor regardless of sex, number, corporate entity, trust or other body.

**2. PREMISES**

Landlord, in consideration of the rental payments provided in this rental agreement, rents to the Rentor the one-level, \_\_\_\_-bedroom, \_\_\_\_-bath dwelling unit at **1138 Mud Bay Road, Haines, Alaska 99827**.

**3. FURNISHINGS**

The rental agreement of the Premises includes the furnishings listed on the attached exhibit. Rentor shall return all such items at the end of the rental agreement term in a condition as good as the condition at the beginning of the rental agreement term, except for such deterioration that might result from normal use of the furnishings.

**4. OCCUPANTS**

The Premises may not be occupied by more than \_\_\_\_ persons, consisting of \_\_\_\_ adult(s) and \_\_\_\_\_ children, unless prior written consent of the Landlord is obtained.

**5. TERM**

This rental agreement will begin \_\_\_\_\_, 20\_\_ and end \_\_\_\_\_, 20\_\_. This a twelve month tenancy shall be in effect unless another lease is agreed to by both parties in writing. Landlord or Rentor may terminate a tenancy following the length of by delivering to the other party thirty (30) days written notice to vacate as required by the Alaska Landlord/ Tenant Act (A.S. 34.03 et.. seq.)

**6. RENT**

Rent shall be \$\_\_\_\_\_ per month, payable in advance, upon the 1st day of each proceeding calendar month to Owner or Agent, at the following address: **Dan Coleman c/o Glacier View Rentals, 79 Bradford Dr., Leola, PA 17540**. In the event rent is not received within seven (7) days after due date, Rentor agrees to pay a late charge of: \$35 if paid between the eighth and twelfth of the month; \$70 if paid between the thirteenth and fifteenth of the month; and \$100 if paid after the fifteenth, until rent due, INCLUDING LATE FEES, is paid in full. To avoid late fees for rent mailed and received after the 7th day of any month, envelopes containing rent must be postmarked no later then the 3rd day of the month. Rentor agrees further to pay \$25 for each dishonored bank check. Late fees and NSF fees are deemed additional rent. Owner or Agent reserves the right to refuse payment of rent or additional rent, as the case may be, after Owner or Agent serves Rentor with notice to quit the Premises.

Rentor Initial \_\_\_\_\_

Rentor Initial \_\_\_\_\_

Landlord Initial \_\_\_\_\_

**7. SECURITY/CLEANING DEPOSIT**

The Landlord acknowledges receipt from the Rentor of \$\_\_\_\_\_, to be held by the Landlord during the term of this agreement as security for the full, faithful and punctual performance of all covenants and conditions of this rental agreement on the Rentor's part to be performed or observed, including the obligation to pay rent; it being understood that said deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit.

The Landlord shall return the amount of such security deposit to the Rentor within 10 days after the termination of this rental agreement or upon the Rentor's vacating the said premises completely together with all his goods and possessions, whichever shall last occur, *provided*: There is no damage to the rental agreement premises; and there are not breaches of any of the terms, covenants and conditions of the rental agreement; and the rental unit is left in clean condition, not requiring professional cleaning.

**8. DELIVERY OF PREMISES**

In the event that the Landlord is not able to deliver the rental premises to the Rentor at the time called for herein, the rent shall be abated on a pro-rate basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Landlord, at his election, shall be allowed reasonable time to recover possessions of the rental agreement premises by process of law. If he cannot deliver such possession within thirty (30) days from the beginning of said term, either the Landlord or Rentor may then terminate this rental agreement by giving written notice to the other and any payment made under the rental agreement shall be forthwith refunded.

**9. DESTRUCTION/EMINENT DOMAIN**

If the rental premises, or any part thereof, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or shall be destroyed or damaged by fire or other unavoidable casualty, or by action of the Borough or other authorities, or shall receive any direct or consequential damage for which the Landlord or Rentor shall be entitled to compensation, after the execution hereof and during said term, or any extension or renewal thereof, then this rental agreement and said term shall terminate at the option of the Landlord. If this rental agreement and said terms are not so terminated, then in the case of any such taking or destruction of or damage to the rental premises, rendering any part thereof unfit for use and occupation, a just portion of the rent, according to the nature and extend of the damage to the rental agreement premises, shall be suspended or abated until the rental agreement premises shall have been put in proper condition for use and occupation. The Rentor hereby assigns to the Landlord any and all claims and demands for damages on account of any such taking and covenants with the Landlord that the Rentor will from time to time execute and deliver to the Landlord or such further instruments of assignments of any such claims and demands as the Landlord shall request.

**10. FAILURE TO VACATE**

Either party shall be able to terminate the rental agreement upon thirty (30) days written notice, after the said termination date of this rental agreement. Otherwise, the Rentor still remains liable for the monthly rent until the termination date and agrees to pay all costs associated with locating a new Rentor. The Rentor will no longer be liable for the monthly rent after commencement of a new lease with the new Rentor.

Rentor Initial \_\_\_\_\_

Rentor Initial \_\_\_\_\_

Landlord Initial \_\_\_\_\_

**11. GOVERNMENTAL REGULATIONS**

The Rentor’s obligations shall not be affected, impaired or excused because the Landlord is unable to make, or is delayed in making, any repairs, or is unable to supply, or is delayed in supplying, any equipment, or fixtures because of any law or governmental actions or any order, rule or regulations, or any governmental regulation.

**12. IMPROPER USE OF PREMISES**

The Rentor will not make any unlawful, improper, or otherwise offensive use of the rental agreement Premises, not permit any nuisance thereon, nor make any use whatsoever thereof than as and for a private single family residence. Furthermore, Rentor shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Rentor 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.

**13. INSURANCE**

The Rentor understands and agrees that it shall be his own obligation to insure his personal property and the Landlord shall not be liable for any damage to said personal property caused by any reason whatsoever. The Rentor assumes all risk of any damage to persons or property which may occur by reason of water or the bursting or leaking of any pipes or from any act of negligence of any occupant of the premises, or of any other person, or from fire or any cause whatsoever, provided the Landlord shall make necessary repairs to prevent further damage with reasonable diligence after notice given to Landlord. Rentor agrees to give Landlord prompt written notice of any accident to or defect in the water pipes, electricity or of any plumbing or cooling or heating equipment.

**14. KEYS AND LOCKS**

Upon expiration or termination of the rental agreement, the Rentor shall deliver the keys of the premises to the Landlord. Delivery of keys by the Rentor to the Landlord, or to anyone in his behalf, shall not constitute a surrender or acceptance or surrender of the rental agreement premises unless so stipulated in writing by the Landlord. Security deposits shall be withheld until all outstanding keys are returned, provided if the Alaska Landlord/Tenant Act requires release of the security deposit before the keys are returned, the key shall be deemed lost and Rentor liable for the lost key charges and re-keying costs. Rentor must return all keys upon vacating the apartment. If all keys are not returned, Owner or Agent may have locks re-keyed and Tenant will be responsible for the cost of such re-keying. **Lost keys shall bear a charge of \$10 each.**

**15. LOSS OR DAMAGE**

The Rentor agrees to indemnify and save the Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the rental agreement premises by the Rentor, his family, friends, relatives, guests, agents or servants, or from any carelessness, neglect or improper conduct or any such person. The Landlord shall not be liable for damage to or loss of property which may be lost or stolen, damaged or destroyed by fire, water, freezing, or steam while on the rental agreement premises.

**16. NOTICE TO RENTOR**

Written notice from the Landlord to the Rentor shall be deemed to have been properly given if mailed by certified mail to the Rentor at the rental agreement premises, or delivered or left in or on any part thereof, whether actually received or not.

**17. OTHER REGULATIONS**

The Rentor agrees to conform to such rules as shall from time to time be established by the Landlord in the future for the safety, care, cleanliness, or orderly conduct of the rental agreement premises.

Rentor Initial \_\_\_\_\_

Rentor Initial \_\_\_\_\_

Landlord Initial \_\_\_\_\_

**18. PETS/ANIMALS.** Rentor shall be **entitled to keep** \_\_\_\_\_ cat and \_\_\_\_\_ dogs, fish, or birds. This may be revoked at any time, for any reason.

**19. REPAIRS**

The Rentor agrees with the Landlord that, during this rental agreement and for such further time as the Rentor shall hold the rental agreement premises, the Rentor will at all times maintain the rental agreement premises and is responsible to maintain in good working order all appliances and other support equipment and systems. Furthermore, Rentor shall be held liable for any damages or failures to the fixtures, equipment and systems. Landlord shall repair or replace any equipment or systems which fail as a result of normal wear and tear.

**20. MAINTENANCE AND REPAIR; RULES.** Without limiting the generality of the foregoing, Rentor shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (h) 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. Rentor 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 Rentor;
- (i) And Rentor's family 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 other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents, particularly between the hours of 10:00 p.m. and 8:00 a.m. .In particular, this applies to social gatherings, musical instruments, power tools and children at play;
- (k) Not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand in or around the building or within the common elements;
- (l) Remove abandoned, junked, wrecked, or other scrap metal from the premises within thirty (30) days.

**21. RIGHT OF ENTRY**

The Landlord and authorized agents may enter upon the rental agreement premises at reasonable times, or in case of emergency, to examine the condition thereof, to show the premises to prospective purchasers or renters, or make repairs thereto.

Rentor Initial \_\_\_\_\_

Rentor Initial \_\_\_\_\_

Landlord Initial \_\_\_\_\_

**22. USE OF PREMISES.**

The Premises shall be used and occupied by Rentor and Rentor’s immediate family 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 Rentor for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Rentor shall not allow any other person, other than Rentor’s immediate family or transient relatives and friends who are guests of Rentor, to use or occupy the Premises without first obtaining Landlord’s written consent to such use. Rentor 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.

**23. UTILITIES**

Landlord is responsible for furnishing non-potable water, sewage and heat. All other utilities and services will be furnished and paid for by the Rentor and the Rentor agrees to pay, as they come due, all bills for utilities and services obtained by Rentor, including but not limited to electricity, telephone, and cable. **A shared coin-operated washer and dryer are available for all rentors to use on the first floor. The Landlord gives permission to remove the washer and dryer so the Rentor can install their own units. The Landlords units should not be removed from the property and the Tenant agrees to reinstall the units upon moving out.**

**24. USE AND MAINTENANCE OF EXTERIOR**

The Landlord is responsible for the maintenance of the grounds: lawns, shrubbery, flowerbeds, and snow removal from the driveway and sidewalks and decks to allow easy and safe passage on sidewalks and decks.

**25. STORAGE**

The Rentor shall not be provided any onsite storage, other than what is included inside the apartment. The utility area on the first floor is a shared space and may be used for storage of personal items, but shall not include food, trash or other perishables. Stored items shall not impede the flow of traffic through the room because of access and fire escape requirements.

**26. CARE OF PREMISES**

The Rentor shall not paint, oil, stain, wax, decorate or otherwise embellish and/or change the rental agreement premises without the prior written consent of the Landlord. And at the termination of this rental agreement, the Rentor shall deliver up the rental agreement premises and all property belonging to the Landlord in good, clean, and tenantable order and condition, reasonable wear and tear accepted.

**27. CLEANLINESS**

The Rentor shall maintain the rental agreement premises in a clean condition. He shall not sweep, throw, or dispose of any waste rubbish into any part of the premises, except in proper receptacles and in accordance with the rules of the Landlord.

**28. NO SMOKING**

The Rentor shall not smoke within or on the premises.

**29. NO MANUFACTURE, USE, OR SALE OF ILLEGAL SUBSTANCES**

The Rentor shall not manufacture, use, distribute or sell any illegal substances within or on the premises.

Rentor Initial \_\_\_\_\_

Rentor Initial \_\_\_\_\_

Landlord Initial \_\_\_\_\_

**30. PARKING**

Parking is available only in open parking spaces surrounding the building. This includes the parking space on the south side of the building, as well as the north side of the carport. It is the responsibility of each resident to inform guests not to park in assigned parking spaces unless prior arrangements have been made for such use.

**31. NON-PERFORMANCE OF BREACH BY RENTOR**

If the Rentor shall fail to comply with any terms, covenants, conditions, or agreement expressed or implied herein, (excepting only non-payment of rent) or if the Rentor shall be declared bankrupt, or insolvent according to law, or if any assignment or the Rentor's property shall be made for the benefit of creditors, then, and in any of the said case, the Landlord at his option forthwith or at any subsequent time, without notice or demand, lawfully may enter up the rental agreement premises and thereby terminate the estate hereby created and expel the Rentor and those claiming under him and remove their effects, forcibly if necessary, without being guilty or trespass and without prejudice to any remedies which may otherwise be used for arrears or rent or preceding breach of any said terms.

**32. TERMINATION UPON SALE**

Notwithstanding any other provision of this Rental Agreement, Landlord may terminate this rental agreement upon 30 days written notice to Rentor that the premises have been sold.

**33. HABITABILITY**

The Rentor 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 Rental Agreement payments are fair and reasonable.

**34. REMOVAL OF GOODS**

The Rentor further covenants and agrees that if the Landlord shall remove the Rentor's goods or effects pursuant to the terms hereof or of any court order, the Landlord shall not be liable nor responsible for any loss or damage to the Rentor's goods or effects.

**35. WATERBEDS**

Waterbeds are **NOT** permitted without written consent of Landlord. In the even that permission is granted, all costs of repair necessitated from leakage and weakening or building structural support shall be borne by the Rentor.

**36. FAILURE TO PAY RENT**

If rent is not paid by the due date, the Landlord or his agent may give the Rentor that if payment is not made within ten (10) business days, the Landlord may hereafter bring suit for possession of the premises, for rent due, and for any other damage suffered. The Landlord or his agent may employ an attorney or collector and the Rentor agrees to pay the reasonable attorney's fees of not more than thirty-three percent (33%) of the unpaid rent, plus court costs and interest of which he may be entitled at the maximum rate permitted by law.

Rentor Initial \_\_\_\_\_

Rentor Initial \_\_\_\_\_

Landlord Initial \_\_\_\_\_

**37. TERMINATION BY DEATH**

If the Landlord, or Rentor, or the spouse of either, should die, the surviving spouse of the deceased or the executor or administrator of the deceased may terminate this rental agreement by giving thirty (30) days written notice. In addition, if during that same time either Rentor's health deteriorates to a point where their relocation to another city is required for medical care, then the rental agreement may be terminated by giving thirty (30) days written notice.

**38. AGREEMENT**

All matters relating to this Lease-Rental Agreement shall be determined by the Alaska Landlord/Tenant Act and other applicable Alaska law. No oral promises, representations, or agreements have been made by Owner or Owner's representative. This lease is the entire agreement between the parties. Owner's representatives (including management personnel and other employees or Agents) do not have the authority to waive, amend, or terminate this Lease-Rental Agreement or any part thereof and do not have the authority to make promises, representations, or agreements which impose duties of security or other obligations on Owner or Owner's representatives unless done in writing. **The undersigned Rentor acknowledges receipt of a copy of this Lease-Rental Agreement.**

IN WITNESS WHEREOF, the said parties hereunto have set their hands and seals on the day and the year first above written; and the Rentor as individual states under the pains and penalties of perjury that said Rentor is over the age of twenty-one (21) years.

\_\_\_\_\_ date \_\_\_\_\_  
Glacier View Rentals: Daniel A. Coleman, Manager

\_\_\_\_\_ date \_\_\_\_\_  
RENTOR

\_\_\_\_\_ date \_\_\_\_\_  
RENTOR

**ATTACHED EXHIBIT**

The following are provided for the residence of 1138 Mud Bay Road, Haines, Alaska 99827.

- Refrigerator
- Cook Stove
- Toyo Heater
- Washer/Dryer

Rentor Initial \_\_\_\_\_

Rentor Initial \_\_\_\_\_

Landlord Initial \_\_\_\_\_