



RESIDENTIAL LEASE AND DEPOSIT RECEIPT

between

-Partners Real Estate, representing: _____, owner-

and

_____ **Partners Real Estate**, hereinafter referred to as AGENT of the OWNER, has RECEIVED FROM _____
 _____, hereinafter referred to as TENANT, the sum of \$ _____, evidenced by PERSONAL CHECK, CASH, or
 CREDIT CARD CHARGE as a deposit which, upon acceptance of this lease, shall belong to OWNER and shall be applied as follows:

	PAYABLE	PAID
	prior to: _____	
PREPAID RENT - Start Date: _____		
Rent for _____ days		_____
Last Month's Rent	n/a	
Security deposit	_____	
Pet Deposit	_____	
Received with Application	_____	
Due at signing of lease	_____	
Balance Due Prior to Occupancy	_____*	
*(subtract any amounts received with the application, and subtract any amounts received at signing of lease)		
<i>The amount received with this application is applied as follows:</i>		
a. Rent	\$ _____	BALANCE DUE IN FULL PRIOR TO FIRST DAY OF OCCUPANCY, UNLESS AGREED TO OTHERWISE IN WRITING.
b. Security Deposit & Pet Deposit	_____	BALANCE DUE IN FULL PRIOR TO FIRST DAY OF OCCUPANCY, UNLESS AGREED TO OTHERWISE IN WRITING.
<u>IF PAYING BY CHECK, PLEASE, ISSUE TWO SEPARATE CHECKS, ONE FOR THE TOTAL OF THE SECURITY & PET DEPOSITS AND THE OTHER FOR THE PREPAID RENT.</u>		

In the event that this lease is not accepted with accompanying application by the OWNER within TWO business day(s), the total deposit received shall be refunded. TENANT hereby offers to lease from AGENT the premises situated in the Municipality of Anchorage, State of Alaska, described as:

- _____ -

hereinafter called PREMISE(S) upon the following TERMS and CONDITIONS:

1. TERM

The TERM of this agreement shall be for approximately - _____ -, beginning - _____ and ending - _____ - (see paragraph 4B); additional periods are: _____. TENANT hereby recognizes he is obligated to pay rental for the full term. **TENANT shall be considered a hold over after expiration of term and the occupancy deemed a month-to-month tenancy, UNLESS: OWNER/AGENT notifies TENANT at least THIRTY (30) days before the rental due date specified in paragraph 2 below, that a new rental agreement will become effective or TENANT notifies OWNER/AGENT according to paragraph 4B.** On a hold over tenancy, TENANT shall be bound by all the terms, covenants and conditions of this agreement so far as applicable.

_____/_____/_____

2. RENT

A.. Rent is payable monthly in advance on the **FIRST** day of each month at the rate of (_____) Dollars at the following location: **-11940 Business Blvd., Suite 202, Eagle River, AK,** or such other place as OWNER/AGENT may designate.

B. **Cash rent payments** will not be accepted after 4 p.m. on weekdays, weekends, holidays or bank holidays.

C. **A payroll allotment is required for payment of rents:** _____

D. **Certified funds (money order, etc.) or cash is required for payment of rents:** _____

3. LATE CHARGE

If any payment, including security deposit, is not paid within five (5) days of the due date, then there shall be added as additional rent an amount equal to five percent (5%) of the delinquent payment for the month or portion thereof after the day it was due, provided, however, if such sum and late charges are not paid in full on or before the tenth (10th) day of the month, such sum shall commence to bear interest at the rate of ten and one-half percent (10.5%) per annum until paid in full.

4. CONDITION AND SECURITY DEPOSIT

A. As security for return of the PREMISES and payment of rent, TENANT will pay to OWNER the sum of _____ as a security and cleaning deposit to secure TENANT performance of this lease and against any damages caused to the PREMISES. OWNER/AGENT will provide TENANT in writing an accounting of security deposit within 14 days after TENANT delivers possession of the PREMISES. The refundable portion of the pet and security deposit will be paid in therewith, provided normal wear excepted, TENANT leaves the PREMISES in a clean, rentable condition and otherwise complies with the terms and conditions of this agreement. **If the property is not in a clean, rentable condition, the cost of a professional cleaning at current rates will be deducted from the pet and security deposit. The cost of a professional carpet cleaning at current rates will be deducted from the pet and security deposit at the time TENANT vacates, if OWNER/AGENT determines that the carpet was insufficiently cleaned by the tenant, should tenant assume responsibility for the cleaning of the carpets.** Any damages - INTERIOR OR EXTERIOR - or bald spots on lawn (to include removal of feces) caused by pets must be repaired at tenant expense or will be deducted from the pet and security deposit (If pet deposit does not cover total expense, remaining expense will be deducted from security deposit - also, see paragraph 6 of this lease).

B. TENANT agrees by signing this lease, that the PREMISES will be inspected by the TENANT upon occupancy. The results of said inspection must be provided to the AGENT within five working days of the rental period start date, in writing on the inspection form provided, and signed by the TENANT. **TENANT further agrees to provide WRITTEN NOTICE AT LEAST 30 DAYS BEFORE THE RENT DUE DATE SPECIFIED IN PARAGRAPH 2, ABOVE of intent to vacate** and deliver possession of the PREMISES, returning all keys to OWNER/AGENT and providing OWNER/AGENT with an address to forward refund due. Should TENANT default or breach any of the terms or conditions of this agreement, or leave the PREMISES upon termination in a condition not suitable for occupancy by another tenant, the security deposit shall be forfeited. **THE SECURITY DEPOSIT MAY NOT BE APPLIED TOWARD THE PAYMENT OF LAST MONTH'S RENT.**

C. If the TENANT is a member of the military services or other government service, this lease may be terminated by the TENANT without penalty, if TENANT presents proof of transfer by the appropriate government agency and if the transfer results in a move of employment site in excess of 50 miles OR if the military member dies OR is relieved from active duty OR if tenant is involuntarily required to move into government housing (TENANT agrees that he/she has declined government housing and will continue to decline housing if it is offered), and Tenant provides OWNER/AGENT written notification of intention to terminate this lease at least thirty (30) days prior to the next rental due date.

5. UTILITIES

OWNER and TENANT agree that the cost of utilities serving the premises shall be paid as follows:

ELECTRICITY paid by TENANT.

WATER paid by TENANT

GAS paid by TENANT.

SEWER paid by TENANT

REFUSE paid by TENANT.

PHONE paid by TENANT.

H.O.A. DUES paid by OWNER.

6. USE AND OCCUPANTS

TENANT agrees that the PREMISES shall be used only as the personal residence of the following persons:

- - _____ ***and immediate family****; ***any other occupants to be approved by Owner/Agent-***

***Immediate family is defined as:** Spouse, Domestic partner, Child, Stepchild. Guests of the tenant(s) may occupy the unit for up to 30 days without obtaining approval. However, It was not the intent to permit the dwelling to be used as a bed and breakfast or other type of short-term residential facility for guests or other invitees of the named tenant-shareholder.

NOTE: If the property is served by a septic system, then total occupancy is limited to two (2) persons per bedroom.

PETS ARE NOT PERMITTED. If permitted, SEE ATTACHED PET ADDENDUM.

7. KEYS & LOCKS

A \$50.00 fee will be charged for opening the TENANT'S residence or for replacing TENANT'S lost keys. TENANT will not change or add locks without written permission from OWNER/AGENT. After consent is granted, TENANT will immediately provide OWNER/AGENT with duplicate keys. In the event TENANT CHANGES THE LOCKS TO THE RESIDENCE WITHOUT PERMISSION FROM OWNER/AGENT, any costs and/or damages that may result of the OWNER/AGENT not being able to gain access to the PREMISES will be borne by the TENANT. TENANT shall be liable for replacement costs should any lock be removed. Upon termination of this lease, TENANT shall surrender to OWNER/AGENT all keys to the PREMISES.

8. DEFAULT AND REMEDIES FOR NONPAYMENT OF RENT AND PAYMENT OF DAMAGES.

If the rent is unpaid when due and the TENANT fails to pay the rent by the date due, OWNER/AGENT may apply SECURITY AND PET DEPOSIT to payment of accrued rent, late charges, etc. and the amount of damages the OWNER

has suffered by reason of TENANT'S damage to the PREMISES and furnishings. OWNER/AGENT may demand that future payments of rent be made in cash, money order, or cashiers check if the rent has been late. If the TENANT damages the PREMISES and/or furnishings or if the OWNER/AGENT experiences a loss due to tenant actions, non-actions, or negligence, OWNER/AGENT may apply SECURITY DEPOSIT to payment of the amount of damages the OWNER has suffered. In addition, OWNER may recover actual damages and obtain other relief as provided by law. TENANT agrees to pay OWNER/AGENT \$50.00 service charge on all checks returned for non-sufficient funds. If TENANT'S check is dishonored by the bank, TENANT will be required to make all rental payments by CASHIER'S CHECK, MONEY ORDER OR CASH. If TENANT moves out before the full term of this agreement, TENANT will be responsible for damage including but not limited to advertising costs, cleaning costs, utility transfer fees and rental payments until the PREMISES are re-rented. In addition, TENANT agrees to compensate AGENT a releasing fee equivalent to one-half of one months rent. Furthermore, OWNER/AGENT reserves the right to pursue all remedies available by law, notwithstanding this provision.

9. ABSENCE FROM PREMISES

The TENANT shall notify OWNER/AGENT of an anticipated extended absence from the PREMISES in excess of seven (7) days.

10. ASSIGNMENT AND SUBLETTING

TENANT may not sublet the PREMISES or assign this lease without the prior written consent of OWNER/AGENT, which consent will not be unreasonably withheld. OWNER'S consent to assignment or subletting shall not waive OWNER'S right to refuse subsequent assignment or subletting, nor shall it release TENANT from liability under this lease. If OWNER gives consent for assignment or subletting, TENANT agrees to compensate AGENT a releasing fee equivalent to one-half of one months rent.

11. ALTERATIONS AND IMPROVEMENT

TENANT agrees not to make any alterations to the PREMISES without prior written consent of OWNER. Any alterations made by TENANT shall remain upon and be surrendered at termination of this lease.

12. FIRE AND CASUALTY

If the PREMISES are destroyed by fire or any casualty, OWNER may cause the damage to be repaired and the rental will be abated for such period of time as the PREMISES remains untenable. Should the premises be uninhabitable for more than 30 days, the tenant may terminate the lease with a 15 day notice and without penalty. If the PREMISES are destroyed or so damaged that owner shall decide it is not advisable to repair same, this lease shall cease and terminate and the rental shall be adjusted to the date that such fire or casualty accrued on the daily basis as herein provided.

13. COVENANTS, CONDITIONS, & RESTRICTIONS; MOTOR VEHICLES, PARKING AND IMPOUNDING

a. Tenant confirms that a copy of the subdivision's Covenants, Conditions, and Restrictions has been provided and that tenant agrees to abide by those Covenants, Conditions, and Restrictions.

b. Motor vehicles shall be parked only in the area designated by OWNER/AGENT. OWNER/AGENT may remove improperly parked vehicles at TENANT'S expense. Tenant will be notified by OWNER/AGENT of intent to remove vehicle five (5) days prior to actual removal date.

14. LIABILITY

rev: 01/03/08

_____/_____/_____

OWNER/AGENT SHALL NOT BE LIABLE FOR ANY DAMAGES TO TENANT'S PERSONAL PROPERTY or TENANT'S agents, employees, guests, or invitees except as provided by law and TENANT agrees to indemnify and to save OWNER and AGENT harmless from all claims and costs properly arising under the law. **TENANT should maintain fire, damage, liability, and theft insurance for his/her/their property.**

15. RIGHT OF ENTRY

OWNER/AGENT and their designated representatives reserve the reasonable right of entry to the PREMISES for the purpose of inspection, repair or to display of the PREMISES. If OWNER/AGENT markets the property for the purposes of selling or leasing, no sign or lockbox may be placed on the premises until TENANT is in the last thirty days of occupancy (as defined in paragraphs ONE & FOUR of this agreement). Entry shall be granted to OWNER/AGENT, their designated representatives, and real estate licensees that are members of the Alaska MLS on a 24-hour notice, unless TENANT and OWNER/AGENT agree to other terms. OWNER/AGENT reserves the right of entry without notice in the case of emergency or abandonment.

16. RULES AND REGULATIONS

TENANT agrees to comply with all the current rules and regulations which may be adopted by OWNER/AGENT for general benefit of all TENANTS in the building. Any violation of these rules or any one of them shall be cause for termination of this agreement at the option of the OWNER/AGENT.

17. NOTICE

Any notice to TENANT addressed to TENANT'S PREMISES, at the address shown shall be sufficient if in writing and delivered in person or by mail. Refer to paragraph 8.

18. MAINTENANCE

For maintenance service TENANT will call AGENT at 694-4994. TENANT is responsible for the maintenance and repairs of TENANT caused problems, including but not limited to jammed garbage disposals and clogged drains or toilets resulting from foreign objects. TENANT is responsible for: lawn management in summer (unless provided by HOA); snow removal in winter of driveway and walkways (unless provided by HOA); pest control (if necessary; EXCEPTION: wasp nesting actively and carpenter ants - please, call us!). When snow/ice on roof reaches approximately 24", TENANT is to contact the OWNER/AGENT to make arrangements for roof snow removal.

In case of emergency, or should you not be able to contact us at one of the emergency service telephone numbers provided in your lease, contact the following (let them know that you are a tenant of Partners Real Estate):

(if you notice a gas odor, please, do not call us, call ENSTAR Natural Gas immediately: 277-5551)

Plumbing and heating:

R&S Plumbing : 694-6646

or

Alkota Plumbing and Heating : 332-5325

Emergency Garage Door Repair:

Garage Doors of Alaska: 688-0246

Emergency Drain Service:

Alaska Sewer & Drain: 694-9557

or

Denali Sewer & Drain Service: 333-5794

Water damage, soaked carpets or similar:

R & C Restoration: 522-6000

or

The Carpet Man: 562-7410

If one of these providers are not able to assist you in an emergency, please contact any licensed service provider who can assist you.

19. ADDITIONAL AGREEMENTS (***REFER TO PROPERTY INSPECTION WORKSHEET***)

A. CONTENTS OF DWELLING: See attached inventory of contents

B. OTHER ITEMS:

C. MISCELLANEOUS:

(1) TENANT AGREES THAT THIS LEASE MAY BE CANCELED BY OWNER/AGENT, IF TENANTS, THEIR CHILDREN, OR PET(S) ARE CAUSING EXCESSIVE DAMAGE, AMOUNTING IN COST ABOVE AND BEYOND BOTH SECURITY AND PET DEPOSITS TO THE PROPERTY INTERIOR OR EXTERIOR. TENANT AGREES TO GIVE OWNER/AGENT ACCESS, WITH APPROPRIATE NOTICE, FOR THE PURPOSES OF INSPECTION. IN THE EVENT THAT OWNER/AGENT CONSIDERS DAMAGE TO BE EXCESSIVE AND THAT THIS LEASE IS TO BE CANCELED, THEN TENANT HAS THE NUMBER OF DAYS ALLOWED BY THE LANDLORD TENANT ACT TO VACATE THE PREMISES - EXCESSIVE DAMAGE MAY BE ASSESSED BY A PROFESSIONAL IN THE AREA DAMAGED OR BY THE PROPERTY MANAGEMENT AGENT/COMPANY.

(2) TENANT MAY NOT CONDUCT ANY COMMERCIAL ACTIVITY FROM OR ON THE PREMISES WITHOUT THE WRITTEN PERMISSION OF THE OWNER OR THE OWNER'S AGENT.

(3) TENANT AGREES THAT NO PORTION OF THE PROPERTY MAY BE LEASED, RENTED, AND/OR SUBLET.

20. Seller agrees to provide first right of refusal to tenant if the property is offered for sale. Tenant shall have 72 (seventy-two) hours to respond after notification.

21. ENTIRE AGREEMENT

This, AND THE PROPERTY INSPECTION WORKSHEET, is the complete and entire agreement between the parties, and no oral statements made shall be binding upon either party, it being understood and agreed that this agreement may be modified only in writing signed by both parties. The TENANTS signing this agreement are severally and/or jointly responsible for all terms and conditions contained herein.

X _____ X _____ DATE: _____

Approved BY: X _____ DATE: _____ AND: X _____



July 15, 2010

DISCLOSURE REGARDING EARNEST MONEY DEPOSITS

12 AAC 64.200 requires that all money deposited with a real estate broker be deposited expeditiously in the broker's trust account. Deposits must clear prior to any distribution of deposited funds. This may delay the refund of distribution of trust funds up to 14 days.

A transaction that results in the parties entering mediation, or otherwise disputing the disbursement of trust funds, may mean a significant delay prior to either party receiving all or part of the funds.

DATED: _____ TIME: _____ DATED: _____ TIME: _____

_____ PURCHASER _____ SELLER
_____ LESSEE _____ LESSOR

_____ PURCHASER _____ SELLER
_____ LESSEE _____ LESSOR

NAME: _____ NAME: _____

Witness _____ Agent Witness _____ Agent

Office _____ Office _____

Broker _____ Broker _____

Broker _____ Broker _____



July 15, 2010

ADDENDUM TO AGREEMENT TO LEASE

In reference to the Intent to Lease between _____, the Lessee, and **Partners Real Estate, agent of the owner**, the Lessor, dated _____, covering the real property commonly known as:

the undersigned hereby agree to the following:

- 1. ***This is a non-smoking home; smoking of any kind may only be done outside of the structure; you may incur the cost of having all walls, etc. washed and/or painted if this rule is violated and you may be subject to immediate eviction.***
- 2. ***Toys, bicycles, and other paraphernalia may not be strewn about the area of the front yard and driveway.***
- 3. ***If property is served by septic system, no more than 2 persons per available, legal bedroom may occupy the premises.***
- 4. ***Items in garage belong to the premises and are not to be discarded, may be left in any safe location within the garage.***

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement to Lease.

DATED: _____ TIME: _____ DATED: _____ TIME: _____

_____ LESSEE _____ LESSOR

_____ LESSEE _____ LESSOR

Witness _____ Agent Witness _____ Agent

Office _____ Office _____

Broker _____ Broker _____



July 15, 2010

ADDENDUM TO AGREEMENT TO LEASE (PET ADDENDUM)

In reference to the Intent to Lease between _____, the Lessee, and Partners Real Estate, agent of the owner, the Lessor, dated _____, covering the real property commonly known as:

the undersigned hereby agree to the following:

A pet deposit of - _____ - is refundable, less damages. Pet "wear & tear" is not considered normal wear. The pet deposit may be applied and used as additional security deposit, at the discretion of the OWNER/AGENT. OWNER/AGENT may apply the Security Deposit toward any pet damage, if necessary. Tenants desire to keep pets, described as: _____, in the dwelling they occupy under the Rental Agreement referred to above. Because this agreement specifically prohibits keeping pets without the Owners' permission, Tenants agree to the following terms and conditions in exchange for their permission:

- 1) Tenants agree to keep their pet under control at all times.
2) Tenants agree to keep their pet restrained, but not tethered, when it is outside their dwelling.
3) Tenants agree to adhere to local ordinances, including subdivision CCR's and requirements.
4) Tenants agree not to leave their pet unattended for any unreasonable periods.
5) Tenants agree to clean up after their pet and to dispose of their pet's waste properly and quickly.
6) Tenants agree not to leave food or water for their pet or any other animal outside their dwelling where it may attract other animals.
7) Tenants agree to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owners or Manager.
8) Tenants agree to provide their pet with regular health care, to include inoculations as recommended.
9) Tenants agree to provide their pet with an identification tag.
10) Tenants agree to get rid of their pets offspring within eight weeks of birth.
11) Tenants agree to pay immediately for any damage, loss, or expense caused by their pet, and in addition, they will add \$500 pet deposit, per pet, to their security/cleaning deposit, any of which may be used for cleaning, repairs or delinquent rent when Tenants vacate.
12) Tenants agree that this Agreement applies only to the specific pet described above and that no other pet may be substituted.
13) Tenants agree to furnish the Owners with a picture of their pet, if requested.
14) Tenants agree that the Owners reserve the right to revoke permission to keep the pet should the Tenants break this agreement.
15) Tenants found with unauthorized pets shall be subject to immediate eviction.

The herein agreement, upon its execution by both parties, is herewith made an integral part of the aforementioned Agreement to Lease.

DATED: _____ TIME: _____ DATED: _____ TIME: _____
_____ LESSEE _____ LESSOR
_____ LESSEE _____ LESSOR
Witness _____ Agent Witness _____ Agent
Office _____ Office _____
Broker _____ Broker _____

rev: 01/03/08

_____/_____/_____



Phone: 1-907-694-4994 FAX: 1-907-694-4995

E-MAIL: PropertyManagement@PartnersRE.com

RENTAL PROPERTY INSPECTION WORKSHEET

MUST BE RETURNED TO PARTNERS REAL ESTATE OFFICES NO LATER THAN FIVE WORKING DAYS AFTER THE FIRST DAY OF OCCUPANCY

ADDRESS: _____

TENANT: _____ OWNER: _____

EXTERIOR CONDITION DEFICIENCIES:

1. _____
2. _____
3. _____
4. _____

LIVING ROOM DEFICIENCIES:

1. _____
2. _____
3. _____
4. _____

KITCHEN DEFICIENCIES:

1. _____
2. _____
3. _____
4. _____

KITCHEN APPLIANCES:

1. _____ **CONDITION:** _____

2. _____ **CONDITION:** _____

3. _____ **CONDITION:** _____

4. _____ **CONDITION:** _____

WASHING MACHINE SN: _____

CONDITION: _____

CLOTHES DRYER SN: _____

CONDITION: _____

REFRIGERATOR SN: _____

CONDITION: _____

MASTER BEDROOM DEFICIENCIES:

1. _____

2. _____

3. _____

4. _____

MASTER BATH DEFICIENCIES:

1. _____

2. _____

3. _____

4. _____

SECOND BATH DEFICIENCIES:

1. _____

2. _____

3. _____

THIRD BATH DEFICIENCIES:

1. _____
2. _____
3. _____
4. _____

BEDROOM ONE DEFICIENCIES:

1. _____
2. _____
3. _____
4. _____

BEDROOM TWO DEFICIENCIES:

1. _____
2. _____
3. _____
4. _____

BEDROOM THREE DEFICIENCIES:

1. _____
2. _____
3. _____
4. _____

BEDROOM FOUR DEFICIENCIES:

1. _____
2. _____
3. _____
4. _____

GARAGE DEFICIENCIES:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

FAMILY ROOM DEFICIENCIES:

- 1. _____
- 2. _____
- 3. _____

MISCELLANEOUS ROOM DEFICIENCIES:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

MISCELLANEOUS ITEMS: *(ADDITIONAL INVENTORY LISTS MAY BE ATTACHED)*

- | | |
|-----------|------------------|
| SN: _____ | CONDITION: _____ |
| SN: _____ | CONDITION: _____ |
| SN: _____ | CONDITION: _____ |
| SN: _____ | CONDITION: _____ |
| SN: _____ | CONDITION: _____ |
| SN: _____ | CONDITION: _____ |
| SN: _____ | CONDITION: _____ |

**** Please verify that the proper number of carbon monoxide detectors are in the home: one per floor of living space. These will be either mounted on the ceiling - OR- square units plugged into a wall outlet**

Present and working: Yes _____ No _____

If No : How Many are present: _____

How many of those are not functioning : _____

MISCELLANEOUS:

_____/_____
(TENANT SIGNATURE - DATE)

_____/_____
(TENANT SIGNATURE - DATE)

_____/_____
(agent)

_____/_____
DATE