



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

**RENTAL AGREEMENT
(Residential Acquisition)**

PROJECT NAME: _____
STATE PROJECT #: _____
FEDERAL PROJECT #: _____
PARCEL #: _____

THIS AGREEMENT is made this _____ day of _____, 20____,
by and between the State of Alaska, Department of Transportation and Public Facilities (DOT&PF),
(hereinafter referred to as Landlord), and (name of business, contact person, address, etc.)
_____, (hereinafter referred to as Tenant).

WITNESSETH, that the Landlord, in consideration of covenants and agreements set forth herein, does
hereby rent unto Tenant that certain property described as _____ (brief legal description) _____,
with the legal address _____,
(hereinafter referred to as Property), commencing on the _____ day of _____, 20____,
for a period of ninety (90) days ending on the _____ day of _____, 20____,
unless sooner terminated as provided herein. Rental payments of \$_____/month
are payable,

As security for the return of the rental unit and payment of all rents, the Tenant agrees to pay to the
Landlord the sum of \$_____ as a "Security Deposit" as security for Tenant's performance of
this rental agreement and against any damages caused to the rental unit. The unused portion of the deposit
will be refunded to the Tenant within two weeks after vacating the rental unit. A late fee of \$20 will be
due and payable after the 10th calendar day of each month, and this contract will be considered to be in
default if payment is not received by the 15th calendar day of the month. Tenant also agrees to pay
Landlord a \$20 service charge on all checks returned for nonsufficient funds.

MAIL RENT PAYMENTS DIRECTLY TO:
State of Alaska, DOT&PF Right of Way Section

Attn: ___ *Property Management(address)*
Emergency phone contacts: (M-F 8am-4pm except State holidays/closures) _____,

DOT&PF Property Management at 907.xxx.xxxx. After hours and weekends:

at 907.xxx.xxxx at (business name/contract property manager) _____.

Tenant hereby covenants and agrees as follows:

- (1) Tenant shall pay, when due, all of the following utilities: water, sewer, refuse, electric, gas, fuel and any other utility charges accruing or payable in connection with the Property. If the Tenant was a Tenant at the subject property at the time the ADOT acquired the property, then DOT&PF is only responsible for the utilities that the landlord provided. Snow removal, during the winter months will be the responsibility of Tenant / Landlord.
- (3) Landlord makes no representations or warranties with respect to condition, fitness or suitability of the Property for any particular use whatsoever. Tenant is fully familiar with the physical condition of the Property and accepts the Property in its present condition as satisfactory to the Tenant's needs.
- (4) Tenant, at the Tenant's cost and expense, shall keep the Property in a clean and safe condition and shall perform such routine maintenance and repairs as needed in order to maintain the Property in its current condition.
- (5) Tenant shall permit the Landlord, or its agents, to enter, inspect and/or make necessary health and safety repairs to the Property upon 24 hours' advance notice or without notice in the event of an emergency.
- (6) In the event of default or breach of this Agreement, the Landlord shall deliver a written notice to the Tenant specifying the acts and omissions constituting such breach. If the breach is not remedied within the time period set forth in such notice, a "Notice to Quit" will be issued and this Agreement shall terminate. If the breach is remediable by repairs, the payment of damages, or otherwise and the Tenant adequately remedies the breach before the date specified in such notice, the Agreement will not terminate.
- (7) Tenant may terminate this Agreement by providing Landlord 15 days advance written notice.
- (8) At the expiration of this term, or earlier termination of this Agreement, the Tenant agrees to immediately remove all personal property, vacate and surrender possession of the Property to Landlord in good repair and order and in a clean and safe condition, reasonable wear and tear excepted.
- (9) The waiver of any breach, covenant, condition or stipulation contained herein shall not be deemed a waiver of any subsequent breach. Any failure to enforce rights or remedies due to any Tenant default under this Agreement shall not affect the rights or remedies of the Landlord in any subsequent default.
- (10) If any term of this Agreement is found to be invalid, unenforceable, or illegal, the remainder of this Agreement shall remain in full force and effect.
- (11) Any notice to Tenant addressed to the Property, or Landlord at the address shown shall be sufficient if in writing and delivered in person or by mail.
- (12) Tenant is hereby advised that the landlord's insurance does not cover tenant personal belongings or tenant liability. It is the tenant's responsibility to determine the need for and obtain renter's insurance coverage for these items as they see fit.
- (13) This Agreement constitutes the entire agreement between the parties. This Agreement may not be altered, changed or amended except by the mutual written consent of the parties hereto.

IN WITNESS WHEREOF the parties have set their hands the day and year in this Agreement first above written.

Tenant:

_____ Date

_____ Date

_____ Printed Name

_____ Printed Name

_____ Phone Cell

_____ Phone Cell

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

By: _____
Regional Right-of-Way Chief

_____ Date