



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

**RENTAL AGREEMENT  
(Business 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, due in advance on the first day of each month for this period.

A late fee of \$20 will be due and payable after the 10<sup>th</sup> calendar day of each month and this contract will be  
considered to be in default if payment is not received by the 15<sup>th</sup> 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)** \_\_\_\_\_ .

During the term of this Agreement, Tenant hereby covenants and agrees as follows:

- (1) The Property shall be used and occupied by the Tenant only. Tenant shall not assign or sublet the Property. Nor shall Tenant make any alteration in, to or on the Property without the prior written consent of the Landlord. Any alterations made by Tenant shall remain upon and be surrendered at termination of this agreement. Tenant will not use the Property for any purpose in violation of any federal, state or local law, ordinance or regulation.
- (2) Tenant is responsible for and shall pay, when due, all utilities and snow removal costs
- (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) It is specifically agreed and understood that the Tenant shall not call on the Landlord to make any improvements or repairs on said property. Tenant, at the Tenant's cost and expense, shall keep the Property in a clean and safe condition and shall perform all 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 and inspect the Property upon 24 hours advance notice or without notice in the event of an emergency.
- (6) Tenant shall indemnify, hold harmless and defend Landlord from any and all liability to any person or persons for damages, claims, suits, liabilities, costs and expenses arising, directly or indirectly, from Tenant's occupancy and use of the Property, or arising from acts by Tenant, its agents, servants, employees, customers, sublessees and contractors, except for matters arising from Landlord's sole and exclusive negligence. It shall be at the sole risk of Tenant and Tenant's Lessees for injury or death to any person or injury to or be alleged to arise by reason of or in connection with Tenant's and Tenant's Lessees use and occupancy of the Property during the term of this lease. Tenant hereby covenants and agrees to assume any and all liability and expense thereof and to save Landlord harmless therefrom, except for matters arising from Landlord's sole and exclusive negligence.
- (7) Tenant shall bear all risk of loss as to all personal property of Tenant and Tenant's Lessees stored, placed or remaining on or near the Property, including, without limitation, inventory, equipment, fixtures and employee personal effects, and Tenant agrees to indemnify, hold harmless and defend Landlord from any and all liability, or any kind whatsoever, arising from any allegations of loss, destruction, theft or damages to all such property, except where the claim alleges that the losses arose solely from the willful acts of Landlord.
- (8) Tenant shall obtain and keep in force during the term of this agreement a policy or policies of insurance covering personal injury and property damage, in the minimum amounts of One Million Dollars (\$1,000,000.00) per accident or loss and One Million Dollars (\$1,000,000.00) per person. Landlord shall be named as an additional insured under each of those policies of insurance and, upon the request of Landlord, certificates of insurance evidencing those insurance coverage's shall be delivered to Landlord. The contents of the Property and Tenant's improvements, if any, to the Property are not insured by the Landlord's insurance and Tenant expressly assumes the risk of loss as to all property stored on the Property. All insurance policies required to be kept and maintained by the terms of this lease shall be written by insurers authorized to write insurance in the State of Alaska by the Division of Insurance, State of Alaska, and rated "A-" or better by Best's Insurance Reports at the time of issuance of each policy or renewal of policy.

