



RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter known as the "Rental Agreement" is entered into this ____ day of _____, 20____, by and between Henning, Inc. with mailing address at 921 W. 6th Ave, Anchorage, AK 99501, hereinafter known as the "Landlord" and _____ hereinafter known as the "Tenant(s)."

PROPERTY. The Landlord rents a room located at 1000 E. 36th Ave., Unit _____ Anchorage, Alaska 99508 (hereinafter referred to as the "Property").

TERM. This Agreement shall commence on ____ day of _____, 20____, and end on ____ day of _____, 20____ (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with the provisions of the Agreement. Upon the end of the Term, Tenant shall vacate the Property and deliver the same to the Landlord unless:

- the Agreement is formally extended by the Landlord and the Tenant in a writing signed by both parties; or
- the Landlord willingly accepts Rent from the tenant for a period beyond the original Term. Where the landlord accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both parties, a month-to-month tenancy will be created.

RENT. The Tenant shall pay to Landlord the sum of \$ _____ per month (hereinafter referred to as "Rent") for the duration of the Term of the Agreement. The Rent shall be payable on or before every 1st day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- Late Rent.** If Rent is not paid within five days of the Due Date, the Rent shall be considered past due and a late fee of \$ 50 shall be applied for every occurrence Rent is late.
- Returned Checks.** If a check intended as payment for Rent is dishonored for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- Application of payments.** Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any

notations or specifications made by the Tenant on the application of any payment paid to the landlord.

- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Agreement. Any increase in Rent shall only take effect after the expiration of the Term provided in this Agreement. Any increase in Rent to take effect upon renewal or extension of the Term of this Agreement must be preceded by a 30 - day notice of the same from the Landlord to the Tenant.

SECURITY DEPOSIT. The Tenant shall handover to the landlord the amount of \$1000.00 as Security Deposit upon the execution of this Agreement (the "Security Deposit"). The receipt of such Security Deposit is hereby acknowledged by the Landlord who undertakes to hold the same in compliance applicable laws, rules, and regulations.

- A. **Deductions.** Upon the termination of the Agreement, the Landlord may deduct the following from the Security Deposit:
- Unpaid rent.
 - Late fees.
 - Cost of repairs beyond ordinary wear and tear.
 - Cleaning fee in the amount of \$ 50 per hour;
 - Early Termination Fee
- B. **Return.** The Security Deposit or the balance thereof shall be returned by the Landlord to the Tenant within 14 days after the termination of the Agreement or in accordance with the applicable law on Security Deposit, whichever is sooner. If the Landlord shall make any allowable deduction, the Landlord shall provide the tenant with an itemized list of all deductions made specifying the amounts and the respective expenses to which the Security Deposit or parts of it was applied.

USE OF PROPERTY. The Property as defined herein shall be for the sole and exclusive use and occupation by the Tenant(s) and same's exclusive family namely:

1. _____;
2. _____;

Any Guest(s) of the Tenant(s) shall not be allowed to stay beyond three days without the consent of the Landlord. The Property shall be used solely and exclusively as a residence. The Property or any part of it shall not be used for any business, profession, vocation, or trade of any kind. The Tenant(s) undertakes to abide by any and all applicable laws, statutes and rules covering the Property.

CONDITION. The Tenant stipulates that The Property has been examined and that the Property is in good repair and is tenantable.

ASSIGNMENT. Under this Agreement:

X **Subletting Not Allowed.** The Tenant acknowledges that this Agreement is not transferrable and that the Tenant may not assign the Agreement, any part of the

Agreement or any of the rights or obligations herein. The tenant shall not sublet, sub agreement, or otherwise grant any other party any license or right in relation to the Property or this Agreement. Any license, assignment sub agreement or agreement in violation of this clause shall be null and void with not legal force whatsoever.

RIGHT OF INSPECTION: Tenant agrees to make the Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, 24 hours' notice shall be deemed reasonable pursuant to Section 35-9A-303. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry.

ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Property shall be made by the Tenant without prior express consent of the Landlord to the same in writing.

- A. **Unauthorized Alterations or Improvements.** If the Tenant shall undertake alterations or improvements relating to the Property in violation of this section, the same shall be considered a material breach of this Agreement putting the Tenant in default. The Landlord may, upon the Landlord's discretion, require the Tenant to undo the alterations or improvements and restore the Property to its condition prior to any unauthorized alteration or improvement at the sole expense of the Tenant.
- B. **Ownership of Alterations and Improvements.** In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Property without destroying or otherwise deteriorating the Property or any surface thereof shall, upon creation, become the Landlord's property without need for any further transfer, delivery, or assignment thereof.

NON-DELIVERY OF POSSESSION. The Landlord shall deliver to the Tenant possession of the Property on or before the commencement of the Term of this Agreement. Delay in the delivery of possession of the Property for any cause other than the fault or negligence of the Landlord shall cause the abatement of the Rent until the date until such time the possession is delivered. In any event, the possession of the Property must be delivered no later than seven days after the commencement of the Term of this Agreement and the Tenant agrees to accept the same until such date despite the delay. Failure of the landlord to deliver possession of the Property within this period, shall automatically terminate the Agreement. Upon such Termination, the Landlord shall return to the Tenant the Security Deposit, any advance rent and other sums not otherwise consumed on account of the Tenant never having occupied the Property such as, but not limited to cleaning fees if already collected. Thereafter the Parties shall have no further obligation to each other.

HAZARDOUS MATERIALS. Tenant shall not keep on the Property any item of a dangerous, flammable, or explosive nature that might unreasonably increase the

danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

UTILITIES. The Landlord shall provide the following utilities and services to the Tenant(s): electric, gas, water. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

MAINTENANCE AND REPAIR. Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean, and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's visitors. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect, or destruction of the Premises or in the event of the failure of any of the appliances or equipment. Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances, or equipment.

PETS. Under this Agreement, there shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

QUIET ENJOYMENT. The Landlord warrants that the Tenant shall have quiet and peaceful enjoyment of the Property and hold the same free from molestation or interference from the Landlord or any other person or entity whose claim to the Property comes from the Landlord, subject to the terms and conditions of this Agreement and compliance by the Tenant with the same.

INDEMNIFICATION. The Landlord shall not be liable for any injury to the Tenant(s) or any other persons or property entering the Property occurring within the Property during the Term of the Agreement. Neither shall the Landlord be liable for any damage to the structure within which the Property is located or any part thereof. The Tenant hereby agrees to hold the Landlord harmless from and indemnify the Landlord for any and all claims or damage not arising solely from the Landlord's acts, omission, fault or negligence.

DEFAULT. In the event that the Landlord breaches any of the terms and conditions of this Agreement or any applicable laws, rules or codes, the Tenant may avail of any of the remedies available under the law. In the event that the Tenant breaches or fails to comply with any of the terms and conditions of this Agreement or any applicable laws, rules or codes the Landlord shall afford the Tenant ten days to remedy or rectify the same. This period shall commence on the day the Tenant receives Notice of such breach or non-compliance with the request to rectify the same. If the Tenant fails to comply or rectify the breach or if the breach cannot reasonably be rectified or remedied, the Tenant shall be in default. Upon the Tenant's default, the Landlord may terminate the Agreement by sending the notice

of default and consequent termination of the agreement to the Tenant and thereafter recover possession of the Property.

ABANDONMENT: If Tenant abandons the Premises of any personal property during the term of this Lease, Landlord may at is option enter the Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Lease. Abandonment is defined as absence of the Tenants from the Premises for at least 14 consecutive days without notice to Landlord. If Tenant abandons the Premises while the rent is outstanding for more than seven (7) days and there is not reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease Agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Premises in any manner allowed by law.

ATTORNEYS' FEES. In the event that Landlord should require the services of an attorney, file a suit or resort to other procedures in order to compel the Tenant's compliance with the Tenant's obligations, the terms of this Agreement or other applicable laws, rules or codes, the Tenant agrees to reimburse all expenses incurred by the Landlord in doing the same.

COMPLIANCE WITH LAW. The Tenant undertakes to comply with any and all Federal or state laws, municipal or county ordinances, rules, regulations, codes and all other issuances from authorized government authorities respecting the Property and the Tenant's occupation and use thereof.

SEVERABILITY. Should and provision of this Agreement be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

BINDING EFFECT. The terms, obligations, conditions, and covenants of this Agreement shall be binding on Tenant, the Landlord, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all the parties hereto.

PARKING. The Landlord shall provide one parking space(s) to the Tenant(s)

EARLY TERMINATION. The Tenant(s): Shall have the right to terminate this Agreement at any time by providing at least 30 days' written notice to the Landlord along with an early termination fee of \$800. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.

SMOKING POLICY. Smoking on the Property is permitted in the following areas:
Designated smoking areas.

DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to negotiate amongst themselves, in "good faith", before any litigation.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

EQUAL HOUSING. If the Tenant(s) possesses any impairment, mental or physical, the Landlord agrees to provide reasonable modifications to the Property to accommodate such impairments except in the case of modifications that would be too difficult or too expensive for the Landlord to provide. The Tenant(s) is encouraged disclose to the Landlord any impairment(s) that may be aided by reasonable modifications to allow the parties to identify the most beneficial modifications to the Property.

PROPERTY DEEMED UNINHABITABLE. If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the Landlord.

LEAD-BASED PAINT DISCLOSURE. If the Property or any part of it was constructed prior to 1978, the Landlord shall provide a disclosure of information on lead-based paint and/or lead-based paint hazards, the receipt of the same in the form entitled "LEAD-BASED PAINT DISCLOSURE" hereby acknowledged by the Tenant.

ENTIRE AGREEMENT. This Agreement and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Agreement. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Agreement. No modification or alteration to the terms or conditions of this Agreement shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

ADDITIONAL TERMS AND CONDITIONS:

NOISE: Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts, and conveniences of other persons.

BICYCLES: All bicycles owned by the Tenant shall be stored only in the areas designated by the Landlord and not in any other parts of the building including the hallways, entrances, and lobbies.

LOCKING OF ENTRANCE DOORS: Landlord reserves the right to close and keep locked all entrance doors of the building during such hours as the Landlord deems advisable for the safety and protection of the building and its occupants. Tenant shall not pro open any entrance doors.

PESTS: Tenants must report any signs of pests to the front desk within 48 hours or Tenant shall be responsible for extermination costs.

WATER LEAKS: Tenant is to notify the Landlord immediately if Tenant notices any running water in the faucets in the bathroom-sink, bathtub, or any other faucets. If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately. If Tenant does not notify Landlord of any water leaks and it is determined that the water bill is in excess because of this leak, Tenant will be responsible financially for paying the difference in the water bill.

PANHANDLING AND LOITERING: Tenant shall not loiter or panhandle within 1000 feet of the property.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in multiple originals as of the undersigned date(s).

Landlord's Signature _____ Date _____

Print Name _____

Tenant's Signature _____ Date _____

Print Name _____

Tenant's Signature _____ Date _____

Print Name _____



DISCLOSURE OF TENANT OCCUPANCY

THIS AGREEMENT made and entered into between Henning, Inc., "Landlord" and _____, _____, Tenant(s)".

Tenant(s) is renting from Landlord the Property located at: 1000 E. 36th Ave Unit _____, Anchorage, AK 99508

LANDLORD'S DISCLOSURE:

Tenant agrees to occupy the dwelling unit only as a dwelling unit.

Tenant is required to provide notice of any absence from the rental unit of seven (7) or more days in succession. This notice should be provided as soon as possible, in writing, to Landlord.

Failure to provide notice may lead to damages awarded, breach of contract, or legal action.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____
Landlord	Date
_____	_____
Tenant	Date
_____	_____
Agent	Date

_____	_____
Landlord	Date
_____	_____
Tenant	Date
_____	_____
Agent	Date



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b) Records and reports available to the lessor (check (i) or (ii) below):
 - i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- c) _____ Lessee has received copies of all information listed above.
- d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

- e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____		_____	
Lessor	Date	Lessor	Date
_____		_____	
Lessee	Date	Lessee	Date



PROHIBITION ON DRUG AND ALCOHOL ACTIVITY RIDER

Rider attached to and forming a part of Agreement dated _____, between Henning, Inc., and Resident for Apartment _____ in the building located at 1000 E. 36th Ave, Anchorage, AK 99508.

Henning, Inc. recognizes that drug and alcohol use is part of the world in which we live and wishes to minimize the harmful effects of drug use on each individual and the community. Henning, Inc. does not condone or condemn drug or alcohol use; however, the use of these is strictly prohibited on the premises of the Golden Lion Hotel.

We aim to create an environment where individuals can openly discuss substance use without fear of judgment and navigate their own personal path of choices. This includes discussing one's choices regarding substance use and supporting one's ability to make decisions regarding their own substance use goals (active use, recovery, abstinence, etc.). The staff of Henning is responsible for engaging residents in conversations about their use of drugs, alcohol, and prescription medications, addressing the effects of substances on the resident's life and the community.

Because some of the behaviors associated with drug and alcohol use can create harm in a community, the following policy must be adhered to at the Golden Lion Hotel.

Please read and initial each section below:

_____ Drug dealing, distribution or manufacturing is not allowed on property. This includes, but is not limited to, the buying and selling of any illegal drugs or prescription medication on or immediately surrounding the building by residents and their guests/visitors.

_____ Illegal drugs, alcohol, smoking, and public intoxication are not allowed on or in the property at any time. This includes the lobby, hallways, services area, elevator, and the area in the front of the building.

_____ All residents must respect the rights of other residents and of staff to the peaceful enjoyment of the premises. Violent or substantially disruptive behavior – whether or not it is related to substance use – will not be tolerated in public or private areas. This includes, but is not limited to, threatening other residents or staff and any other violent behavior towards others, destruction of property, making excessive noise, knocking on tenants' doors to borrow or request money, and having high volume visitor traffic in your unit.

_____ Payment of rent and other financial responsibilities must be met regardless of substance use. Money management is available as a voluntary option.

_____ Residents are responsible for ensuring that their guests/visitors comply with the above standards.

I, the undersigned, understand that Federal law prohibits the use, sale, distribution, manufacturing, and possession of illegal drugs and the sale of prescription medication. I understand that violation of any of the rules in this addendum will result in an incident report and/or other action that will endanger my housing status at Henning, Inc.

Acknowledged, Understood, and Agreed:

Date: _____

Staff Signature: _____

Resident Signature: _____

Resident Signature: _____



PEST CONTROL RIDER

Rider attached to and forming a part of Agreement dated _____, between Henning, Inc., and Resident for Apartment _____, in the building located at 1000 E. 36th Ave, Anchorage, AK 99508.

I authorize all exterminating technicians contracted by Henning, Inc. to enter my apartment to perform pest control services if I am not home on the date and time that service is to be rendered. It is further understood that a representative from the organization will accompany any service technicians to my apartment if I am not home on the date of service.

All belongings will be heat treated before entry into the room. Any signs of pests must be reported to the front desk within 48 hours. Failure to report pests may result in me being responsible for extermination costs.

This acknowledgment shall remain in effect until such time it is canceled by the undersigned.

Acknowledged, Understood, and Agreed:

Dated: _____

Staff Signature: _____

Tenant's Signature: _____

Tenant's Signature: _____