

# 333 Farewell Apartment Lease Agreement

This agreement made \_\_\_\_\_(date)\_\_\_\_\_ between Janene McMahan, hereinafter designated the Lessor or Landlord and \_\_\_\_\_(name)\_\_\_\_\_ hereinafter designated the Lessee or tenant.

This lease agreement is available to a tenant in good standing with a month-to-month agreement. After three months an 8, 9, or 10-month lease is available.

**PURPOSE** The premises shall not be used for any purpose other than as a residence of up to two adults. State law indicates one bedroom may be used for up to two people, or two people and an infant.

**RENT** The Lessees shall pay rent in the amount of \$980/mo per month space commencing \_\_\_\_\_(date)\_\_\_\_\_. Rent is due on the first of the month and late after the 3rd—late fee of \$50.00 due on 5th along with rent.

**UTILITIES** heat, electric, water, sewer/garbage pick up are included. No additional utilities should be charged against the apartment or landlord without the written approval of the Landlord. Only one vehicle may be plugged in (included in the electric rate.) *A second vehicle may be plugged in at \$50/month for any winter month.* NO cable or internet is included.\*\*

**ELECTRICITY** please use low wattage or led light bulbs; please plug electronics into a power strip and turn on/off the power strip when items are not in use. Turn off lights when not in use. See above for upper electric use/mo.

**WATER/WASHER/DRYER** Using the cold setting when possible is appreciated. Use full loads for washing {or the water level appropriate to the load size}. No laundry before 6:00 am or after 11:00 pm.

**LESSEE OBLIGATIONS** Lessees shall

- Comply with noise ordinance - use good judgment with regards to noise levels. The subdivision requires noise to be kept down after 10 pm.
- Keep the premises in a clean and sanitary condition; use provided trash containers;
- No smoking in or on the premises/grounds;
- No burning candles, open flames, or burning incense;
- Properly dispose of all rubbish, garbage, and waste in a clean and sanitary manner at reasonable and regular intervals and assume all costs of extermination and fumigation or infestation caused by lessees. The landlord pays for garbage and sewage. Garbage is picked up on Monday mornings at the curb in trash bags or in trash bags inside of garbage bins unless there is a holiday;
- Shall keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- Properly use and operate the electrical, heating, plumbing, and other fixtures and appliances;
- Use care in the Laundry/Utility to keep items away from the hot water heater and furnace; keep the area neat;
- Not intentionally or negligently destroy, deface, damage, impair or remove a part of the premises, its accessories, facilities, equipment, furniture, furnishings, appliances or fixtures,

nor permit any family member, invitee, or other person acting under his or her control to do so.

- Repair or replace anything destroyed or damaged by accident or carelessness on the part of the tenant or the tenant's guests.
- Replace light bulbs in the rental area; unstop toilet as needed due to tenant use; replace smoke alarm batteries and keep smoke alarms plugged in and in use;
- Take all possessions when moving out;
- Not permit a nuisance or common waste.

**PETS** One dog extra \$250 deposit. The carpet needs to be shampooed upon leaving; the walls need to be wiped down. Poop needs to be picked up in the back yard weekly or monthly in the commonly walked areas and in the summer (raked up, bagged, disposed of) monthly.

**SMOKING** No smoking allowed within the residence or on the premises/grounds at any time.

**YARD** Lessees may use the yard providing they keep it reasonably picked up.

**PARKING** Winter: to the left of the house where there is a plug-in for the tenant. Summer: to the right of the building (as you are facing the building from the street.) Please do not park in a manner that blocks the circular driveway. Courtesy is not only appreciated it's required. Stop and go, short durations, larger gatherings are all understandable.

**SUBLET** Lessees shall not sublet the premises nor assign the lease or any part thereof without the prior written consent of the Landlord. In an event of a sublease the new lessees must meet with the landlord's approval.

**INSURANCE** Lessees are encouraged to carry renters' insurance as no portion of the lessee's belongings will be covered by the landlord's insurance in case of theft, fire, natural disaster.

\_\_\_\_\_ (initial) \_\_\_\_\_ (date obtained) -- if not obtained need a signed agreement that tenant agrees he or she will not receive compensation for his or her belongings or time unable to occupy the residence in case of theft, fire or natural disaster.

\_\_\_\_\_ (signature)

**LONG-TERM GUESTS** Guests of one week {six nights or fewer for visiting family/friends} are permitted in a three-month rolling period unless otherwise agreed upon. Guests of seven nights or longer require the Landlord's consent and an additional fee of \$15 per day present (after six nights) to encompass additional utilities; guests of less are encouraged to use consideration with regards to water, heat, electric use. One long-term guest per quarter is permissible without modifications to the lease.

**ALTERATIONS** Lessees shall not paint or make any alterations to the premises without the proper written consent of the landlord. Lessee is not allowed to use any nails or screws or hang other fixtures without express approval.

**GARBAGE** One trash can is provided for your use (outside). Take it to the curb on Monday mornings. All trash must be in tied bags.

**PREMISES** Lessees shall keep said premises in a clean and sanitary condition and upon the termination of this occupancy, surrender the keys thereof and vacate said premises in as good order and condition they are now in, except for reasonable wear and tear thereof, Landlord shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances, and regulations governing maintenance or operation of such premises.

**LANDLORD OBLIGATIONS** Landlord shall

- Immediately notify the tenant in writing of any changes as to the person or address of the landlord;
- Maintain all structural components in good repair;
- Keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident;
- Control an infestation of insects except where caused by the tenant, and provide and maintain appropriate receptacles in common areas for the removal of rubbish and garbage incidental to the occupancy and arrange for the regular and reasonable removal thereof;
- Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by the landlord in reasonably good working order.

**ACCESS** Landlord reserve the right to access the premises for the purposes of inspection, repairs, alterations, and improvements, to supply services or to exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, work persons or contractors. The landlord shall access the premises at reasonable times except in the case of emergency or abandonment. Access will be requested with 24-hour notice either in writing unless an emergency.

**LOST KEY** \$15.00 each Rekey cost is \$100.00

**SURRENDER OF PREMISES** In the event of default in payment of any installment of rent or at the expiration of said terms of this lease, Lessees will quit and surrender the said premises to the landlord. Once the lease period runs out, termination shall be by written notice of at least thirty days preceding the end of any monthly rental period, given by either party to the other.

**CLEANING ON MOVE OUT** Be aware lessees are required to vacuum all carpets; wipe down baseboard and trim including baseboard heating; the refrigerator, dishwasher, and stove should be clean and doorframes wiped down of fingerprints; shelves in the bedroom, living room, kitchen and linen closet should be wiped down; washer and dryer should be clean and all surfaces dusted. All debris from move out should be taken away, not left for the garbage pick up after the lessee has quit the premises.

**SECURITY AND DAMAGE DEPOSIT** The Lessees will deposit the sum of \$1,000.00 for a cleaning and damage deposit. All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:

Lessees shall fully perform obligations hereunder and those pursuant to state law, or as such may be subsequently amended. Lessees shall give proper notice prior to moving out; this is 30 days notice minimum delivered on the first of the month. Lessees shall clean, repair, and restore said apartment and return the same to the Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this agreement and vacation of the apartment. Lessees shall surrender to the Landlord the keys to premises.

Any refund from the deposit, as by itemized statement shown above to be due to Lessees, shall be returned to Lessees within fourteen (14) days after the termination of this tenancy and vacation of the premises.

**MISCELLANY** - No candles, open flames, or incense. No open windows with the heat turned on. Open windows in the summer are fine. In the winter to clear out smells or smoke, but not as a routine.

**SIGNATURES**

**LESSEE** \_\_\_\_\_ **Date** \_\_\_\_\_

**LANDLORD** \_\_\_\_\_ **Date** \_\_\_\_\_  
Janene McMahan (janene.mcmahan@gmail.com)

*Additional information*

**WATER/WASHER** Downstairs sink - if you see water or residue in the bathroom sink it is from the washer and the overflow is not working correctly. Please contact the landlord ASAP.

**ELECTRICITY** there is an energy saver in the apartment. It is recommended that you put any newer television and all computer electronics on a power strip. Turn the power strip off between uses. Newer televisions—depending upon make/brand—use almost 40% of the normal amount of electricity when they are off as they do when they are running.

**UTILITY ROOM** If there are problems with either hot water or the heat first contact me. You will be shown how to restart the boiler. It is cleaned and maintained every year.

**PLUGGING IN** There are ample plug-ins, not all of them work. Test them. There is a head-bolt heater controlled by a switch in the downstairs bedroom.

**CABLE TELEVISION** Use GCI; if you want cable/internet GCI will turn it on at your expense. They shouldn't have to put any holes in the building. If you speak to them they will ask for an apartment number etc. Use 333 Farewell Ave - downstairs or upstairs to describe the location.

**MAIL** use 333 Farewell Ave, Fairbanks, Alaska 99701