



210 Lake Street, Suite A, Sitka, AK 99835  
Ph: 907-747-4880 Fax: 907-747-2688  
[www.realestatesitka.com](http://www.realestatesitka.com)

---

Thank you for contacting RE/MAX of Sitka regarding the management of your rental unit. Enclosed you will find a packet of forms used in property management.

- 1. Brief listing of our services**
- 2. Brief list to help prepare your property for management**
- 3. A typical month's timeline.**
- 4. Residential Management Contract**
- 5. Rental Information**
- 6. Lead Base Paint Disclosure**
- 7. Sales Tax Deposit Application**
- 8. Tenant Application, Tenant Credit Application**
- 9. Move-In/Move-Out Inspection**
- 10. Utilities**

After reading the enclosed forms, please sign and return the residential Management Contract along with any keys to the premises. Also include any information that we may need to manage your property. After receiving the signed contract, and inspecting the unit, I will call you regarding my findings and let you know my decision about managing the property.

If you have any questions, please do not hesitate to call our office.

Sincerely,

Michael LaGuire  
[michaellaguire@remax.net](mailto:michaellaguire@remax.net)

## **RE/MAX OF SITKA PROPERTY MANAGEMENT SERVICES**

RE/MAX of Sitka manages both residential and commercial property. The fee for this service is 15% of all money collected per month (\$150.00 minimum).

If RE/MAX is called upon to perform other services not covered in the contract, the agent shall receive additional fees at the rate of one hundred dollars (\$100.00) per hour for the licensed real estate broker and fifty dollars (\$50.00) per hour for the broker's personal assistant.

Unless otherwise noted, rental rates shall be set by the client with the consultation of our agent and based on fair market value. Our property management service includes the following:

- Consult with you on the rental rates
- When a rental becomes available, we refer to the data base that we maintain of persons seeking rentals. These are filed according to the size of unit needed, rent rates, number if family (residential), pets, and smokers.
- Advertise as necessary to assure speedy rental of premises.
- Execute all leases, renewals or extensions or agreements for the rental, occupancy or operation of the premises or any part thereof.
- Perform a credit check for applicable tenants.
- Maintain a non-interest bearing trust account in a local bank to deposit all funds and disburse all payments.
- Mail a monthly computer generated report of status of client's account, along with proceeds of rent. (Either by check or verification of deposit to client's bank account.)
- From rental income or funds supplied by the client, coordinate all repairs and general maintenance as Agent may determine advisable. Our contract states, "The expense for any one item shall not exceed \$500.00 unless authorized by the client except in an emergency situation."
- 

For detailed information, please carefully read the Management Contract.



## RE/MAX of Sitka

210 Lake Street, Suite A, Sitka, AK 99835

Ph: 907-747-4880 Fax: 907-747-2688

[www.realestatesitka.com](http://www.realestatesitka.com)

---

“We Guarantee Honesty and Confidentiality!”

This list will help you prepare for management by RE/MAX of Sitka.

Utilities: City and Borough of Sitka 747-3294 ext. 1  
100 Lincoln Street Room 102

Please contact utility department to let them know RE/MAX of Sitka will be managing your property as a rental. Bills for utilities need to stay in your name but mailed in care of RE/MAX of Sitka, 210 Lake Street, Suite A, Sitka, Alaska 99835. When renters move out and new ones have not moved in, the bill will still come to RE/MAX of Sitka and be paid in a timely manner.

Sales Tax: City and Borough of Sitka 747-1814  
100 Lincoln Street Room 102

The City has a sales tax deposit and application that need to be filled out and approved by Sara in room 106. When you have that approval on your rental, you will need to take the application to the Utilities Office, room 102, and pay a \$25.00 fee, which will be refunded in approximately one year.

Fuel: Petro Marine Services 747-3414  
1 Lincoln Street

Service Transfer 747-3276  
321 Lincoln Street

Please notify your fuel service (if applicable) that RE/MAX will be property managing for you. When your rental is empty, between renters, we will be contacting the fuel service to keep fuel in the tank. The bill should stay in your name, but in care of RE/MAX of Sitka, 210 Lake Street, Suite A, Sitka, Alaska 99835. This ensures the property will stay heated and the tank can be filled before a new renter moves in.

A printout of your fuel consumption for the last year would also be helpful for us to keep on file.

Thank you,  
Team RE/MAX



## RE/MAX of Sitka

210 Lake Street, Suite A, Sitka, AK 99835

Ph: 907-747-4880 Fax: 907-747-2688

[www.realestatesitka.com](http://www.realestatesitka.com)

---

“We Guarantee Honesty and Confidentiality!”

Please find enclosed a copy of our property management contracts.

Our system for a typical month works like this:

- Rent is due on the 1<sup>st</sup> of the month.
- Rent is late on the 5<sup>th</sup> of the month.
- We start calling regarding unpaid rent between the 7<sup>th</sup> and the 10<sup>th</sup> of the month depending on where the weekend and holiday's fall.
- Notices to vacate are posted and photographed or hand delivered prior to the 15<sup>th</sup> of the month.
- Checks take about 10-12 days to clear the banks so disbursements to the owners will begin about the 20<sup>th</sup> of each month. Deposits can be expected by the 30<sup>th</sup> of each month.
- A monthly income and expense report will be included with the disbursements.
- Year End Reports will also be provided.

**RE/MAX of SITKA  
MANAGEMENT CONTRACT**

AGREEMENT for rental management services made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Welcome Home Inc., DBA RE/MAX of Sitka (hereinafter called "Agent") and \_\_\_\_\_ (hereinafter called "Client") for the property known as: \_\_\_\_\_.

WITNESSETH

IN CONSIDERATION of the mutual promises and covenants herein contained, client and agent agree as follows:

1. Term

The Client hereby appoints and employs Agent as the managing and renting agent of properties under Client's control assigned to the Agent with the City of Sitka, Alaska. This contract shall commence \_\_\_\_\_, 20\_\_\_\_ and terminates \_\_\_\_\_, 20\_\_\_\_ and shall automatically renew for a like period unless terminated by either party upon written notice to the other, no less than thirty (30) days before the termination date.

2. Agent's Acceptance

The Agent hereby accepts such appointment and employment for and in consideration of the compensation hereinafter provided, and agrees to use its best efforts in managing, maintaining and keeping said Premises rented to desirable tenants.

(a)This is notification that Agent and Agent's employee own residential rental property. All of those properties are rented with stable renters. However, if rentals are vacated, Agent and his employee will make a concerted effort to place a renter in their own property before renting property managed by RE/MAX of Sitka.

3. Agents' Duties

The Agent hereby agrees to exercise ordinary care in performing the following services for the account of the Client:

(a)Execute all leases, renewals or extensions; or agreements for the rental, occupancy, or operation of said Premises, or any part thereof. Unless otherwise noted, rental rates shall be set by the Client with the consultation of the Agent and based on fair market rates.

(b)Receive, consider and handle the complaints of all tenants, guests, or users of any of the services or facilities of the Premises; institute all legal actions or proceedings for the collection of rent or other amounts from said Premises, and for the ousting or dispossessing of tenants or other persons there from; provided, however, Agent shall have the right to engage attorneys necessary for any such matters with the Client's approval, or to receive Client's assignment of interest in said matter under terms agreeable to both parties. Fees for legal services shall be the obligation of the Client.

(c)From rental income or funds supplied by the client, make or cause to be made all repairs and general maintenance in and to said Premises as Agent may determine advisable. The expense to be incurred for any one item of same shall not exceed the sum of Five Hundred (\$500.00) unless authorized by Client in writing, except under such circumstances as Agent shall deem to be an emergency. Any rebate or discount obtained by Agent in connection with any of the foregoing expenses shall deem to be the property of the Client.

(d)From rental income, purchase all supplies and materials as Agent may determine advisable. Any rebate or discount obtained by Agent in connection with the purchase of supplies and materials shall be the property of the Client with the exception of office supplies.

(e)Subject to the Client's approval, advertise on behalf of the Client said Premises or portions thereof, and in this connection prepare and secure signs, plans, circulars and other forms of advertising.

(f)During the term of this Contract, all inquiries for any leases, renewals, extensions, continuations of tenancy, or agreements for the rental, occupancy, or any part thereof, shall be referred to the Agent, and all negotiations connected therewith shall be conducted solely by or under directions of the Agent; provided Agent shall have no right to obligate the client for the payment of any commissions to any real estate agent or broker without Client's consent in writing.

**RE/MAX of SITKA  
MANAGEMENT CONTRACT**

**4. Accounting Services**

As part of the services to be performed herein, Agent agrees to prepare and maintain full books of account with correct entries of all receipts and expenditures arising out of management on the Premises, and to render the Client a monthly statement of such receipts and expenditures. Such books of account shall be the property of the Client and shall at all times be open to the inspection of the Client or the Client's authorized agents. The Agent shall furnish a monthly and year to date statement of account. Each statement shall show the status of collections and disbursements, which shall be supported by, canceled checks, vouchers, duplicate invoices and similar documentation covering all items of income by the Client's representative at all times.

**5. Deposits of Rent and Other Income**

All sums received from rents and other income from the Premises shall be promptly deposited from the time as collected by the Agent in a non-interest bearing Trust Account known as "Welcome Home Realty Trust" in the First National Bank of Anchorage, Sitka Branch. From such accounts, the Agent shall pay on behalf of the Client all obligations and expenditures necessarily and properly incurred as provided herein in the management and operation of the Premises including compensation of the Agent, and cost of supplies, repairs, maintenance, replacements and improvements. The Agent may keep in the Trust Account sufficient working funds as may be necessary in the opinion of the Agent to provide for the management and the operation of the Premises; provided, however, the amount of funds in such account shall not exceed the total sum of Five Hundred Dollars (\$500.00).

The portion of the rent to be disbursed to the Client shall be promptly deposited to the credit of the Client in such bank or banks as may be designated by the Client in an account designated by the Client or shall be mailed directly at the following address:

---

In Line 1 of this paragraph, the term "Promptly Deposited" is be defined as; Giving time for the renters check to clear the bank, or within ten days of receipt, whichever is longer.

**6. Compliance with Laws**

The Client and the Agent agree to comply with all statutes, ordinances, laws, rules and orders of any federal, state or local government having jurisdiction in said Premises respecting the use, operation or construction thereof, as well as with all orders and requirements of the local Board of Fire Underwriters or any other body exercising similar functions.

(a)The Agent has and is given no responsibility for compliance of the Client or any of its equipment with the requirements of any ordinances, laws, rules, or regulations (including those relating to the disposal of solid, liquid and gaseous waste) of the Municipal, State or Federal Government, or any public authority or official thereof having jurisdiction over it, except to notify the Client promptly, or forward to the Client promptly, any complaints, warnings, notices, or summonses received by it relating to such matters. The Client represents that to the best of its knowledge the Client complies with all such requirements, and authorizes the Agent to disclose the ownership of the property to any such officials, and agree to indemnify and hold any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations regarding the matters discussed in this paragraph.

**7. Indemnification and Insurance**

The client agrees to indemnify, defend and hold Agent harmless from any and all damages, costs, expenses and attorneys' fees resulting from injuries to persons or property to the extent same are caused by acts or omissions of Client. Notwithstanding anything to the contrary herein, neither party hereto shall be required to indemnify the other against damages, costs, expenses, and attorneys' fees except instances resulting from the gross negligence or willful misconduct of the other.

(a)At the Client's expense, the Client agrees to procure and maintain in such amounts as may be determined by the Client, and in companies and through brokers selected the Client during the term of this contract comprehensive general and public liability insurance, including property damage liability insurance or

**RE/MAX of SITKA  
MANAGEMENT CONTRACT**

such other insurance as the Client may be required to carry pursuant to the provisions of any mortgage or deed of trust affecting the Premises, as well as any other insurance that the Client may desire. In each of such policies of general and public liability or property damage liability, the Agent shall be named as additional insured. The Client may also designate other named insured.

(b) To the extent permitted by such insurance policies in which the Client and Agent are named insured, the Client and the Agent do hereby waive and release any and all claims which either may have against the other for damages to said Premises or contents therein, but only to the extent that such damage is protected by such insurance policies, with the exception of damage or liability which may arise as a result of gross negligence or willful misconduct by either party.

(c) Cooperation with Insurer The Client and the Agent shall give prompt notice to the other of any claims made against either, and the Client and the Agent shall cooperate fully with any insurance carrier to the end that all claims will be properly investigated and defended.

**8. Agent Advertising**

The Client hereby grants the Agent the privilege of displaying the Agent's signs in and upon the Premises where approved by the Client announcing that said Premises are under the Agent's management.

**9. Agent's Compensation**

In consideration of the services to be performed hereunder by the Agent, the Client and the Agent mutually agree to as follows:

(a) For services as described in Paragraph 3 which will also include qualifying tenants, showing rentals as they become available, and generic advertising:

**Fifteen Percent (15%) of all monies collected monthly from tenant shall be deducted each rental period.**

Example:	Monthly rent	\$1,000.00
	RE/MAX FEE	\$150.00

(b) Expenses incurred by the Agent in the performance of its duties under paragraph 3 hereof shall be paid by the client.

(c) If the Agent is called upon to perform other services not a part of the usual services specified in this contract, it is agreed that the Agent shall receive additional compensation therefore at the rate of seventy-five dollars (\$75.00) per hour for the licensed real estate broker and twenty dollars (\$20.00) per hour for the broker's personal assistant.

(d) If the Agent is required to coordinate a special upgrade project such as replacement of a deck, replacement of furnace, boiler, or other large improvement, an **administrative service fee of 1% of the total project** will be charges to the Owner and deducted from the monthly income collected from the tenant.

**10. Agent's Commission**

Upon any termination of this Agreement, except for reasons stated in Paragraph 14 (a-e) herein, the Client shall recognized the Agent as the broker on good faith, pending negotiations with respect to any lease of the Premises or any renewal, extension or continuation of tenancy therein; and in the event of consummation thereof, regardless of by whom such consummation is effected, the Client shall pay to the Agent a contract termination fee equal to the one previous to the termination date.

**11. Notices**

All notices to be given hereunder shall be in writing and shall be sent by United States mail, postage prepaid, addressed to the Agent at RE/MAX of Sitka, 210 Lake Street Suite A, Alaska 99835 and to the Client at

---

Or to such other addresses, as may from time to time be given in writing by the parties. Any notice mailed as herein provided shall be deemed received on the date of receipt thereof.

**12. Binding Effect**

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Client and the Agent. This agreement shall be binding upon the parties hereto, their heir,

**RE/MAX of SITKA  
MANAGEMENT CONTRACT**

legal representatives, successors and assigns, and may be modified only by writing signed by the parties hereto.

13. Nonassignability

This contract is not assignable by the Agent without the prior written consent of the Client.

14. Early Termination

Notwithstanding any provisions to the contrary herein, this contract may be terminated and obligations of the parties hereto shall thereupon cease upon:

(a) A sale or demolition of the premises. In either such event, the Client may terminate this contract by giving thirty (30) days prior written notice to the Agent;

(b) Filing of a petition in bankruptcy by either the Client or the Agent, or an assignment by either for the benefit of creditors. In either such an event, either party may terminate this contract by giving written notice to the other;

(c) Willful failure of the Agent to account for funds belonging to the Client; or willful failure or refusal of the Agent to deposit rents and other collections to the credit of the Client as provided herein. In either such an event, the Client may terminate this contract with ten (10) days written notice.

(d) The taking of Premises, or a substantial portion thereof, through lawful condemnation proceedings. In such an event, the Client may terminate this contract by giving written notice to the Agent.

(e) The breach or violation by the Agent of any of the terms or provisions of this management contract. In such event, the Client may terminate this contract by giving thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**CLIENT**

BY: \_\_\_\_\_ SSN: \_\_\_\_\_

BY: \_\_\_\_\_ SSN: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone:

Home \_\_\_\_\_ work \_\_\_\_\_ fax \_\_\_\_\_

**RE/MAX of Sitka**

BY: \_\_\_\_\_

Owner/Broker

## Rental Information RE/MAX of Sitka

Street Address			
Monthly Rent Including Sales Tax	\$		
Security Deposit to be collected	\$		
Building Type:            S=Single Family                            D=Duplex T=Triplex F=Fourplex M=Mobile Home C=Condo O=Other		_____	
Year Built			
Year Last Renovated			
Number of Bedroom(s)			
Number of Bathroom(s)			
Sq. foot of living space			
Primary Energy Type: B=Bottled Gas O=Oil                    N=Natural Gas E=Electric            W=Wood C=Coal            S=Other Average Cost of Utilities per Month \$		Heat	_____
		Hot Water	_____
		Cooking	_____
Utilities Included in Rent    Check all that apply		Heat	_____
		Utilities	_____
		Hot water	_____
		Other:	_____
Features of Rental Check all that apply		Furnished	_____
		Wheelchair accessible	_____
		Carpet	_____
		DW	_____
		Disposal	_____
		Microwave	_____
		Washer/Dryer	_____
		Laundry facility	_____
		Parking:	_____
		Off Street	_____
		Covered	_____
		Balcony/Deck	_____
		Location:	_____
		View	_____
		Corner	_____
		Add'l Storage	_____
		Other:	_____
Pets Allowed                    Types of Pets allowed                    If		Yes	No
any and Number of each		Cats	_____
		Dogs	_____
Is Smoking Allowed in Rental			
Yard Care/Snow Removal is responsibility of: (tenant/Owner)			

In the event of service work to be performed on the dwelling, I (we) understand in an emergency you will hire whoever is competent and available, however when possible, I (we) prefer the following companies or persons to be called:

**Furnace or Boiler:** \_\_\_\_\_

**Plumbing:** \_\_\_\_\_

**Carpentry:** \_\_\_\_\_

**Appliance Repair:** \_\_\_\_\_

**Painting:** \_\_\_\_\_

**Locksmith:** \_\_\_\_\_

**Rug cleaner:** \_\_\_\_\_

**Fuel Provider:** \_\_\_\_\_

**Chimney Cleaning:** \_\_\_\_\_

**Pest Control:** \_\_\_\_\_

1. Can boats be parked on the property?  
**Y or N**
2. Can non running vehicles be parked or stored on the property?  
**Y or N**
3. Will you allow major mechanical work on the premises?  
**Y or N**
4. Are bikes, trikes and outdoor equipment stored along side the buildings?  
**Y or N**
5. Are grills and bar-b-cues allowed to be used on the deck or balcony?  
**Y or N**

Owner(s) Signature:	
_____	
_____	
_____	
Date: _____	

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

(Required by Law for Rental or Lease of Property Built Prior to 1978)

This disclosure statement concerns the real property situated in the City and Borough of Sitka, State of Alaska, described as \_\_\_\_\_

**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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

**LESSOR'S DISCLOSURE (Initial by Landlord)**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_  
 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 one below):  
 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).  
\_\_\_\_\_  
\_\_\_\_\_  
 Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**LESSEE'S ACKNOWLEDGMENT (Initial by Renter)**

- (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 by Landlord)**

- (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) 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 provided by the signatory is true and accurate.

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

**CITY AND BOROUGH OF SITKA  
100 LINCOLN STREET, SITKA AK 99835  
SALES TAX DEPOSIT APPLICATION**

Account # \_\_\_\_\_

This application is required to be completed by all persons doing business within the City & Borough of Sitka who:

1. Are residents of the City and Borough of Sitka,
2. Are residents of the City and Borough of Sitka, but do not have a permanent business location separate from their residence,
3. Itinerant business persons,
4. Non-resident doing business in Sitka.

BUSINESS NAME: \_\_\_\_\_ Corporation: Yes \_\_\_\_\_ No \_\_\_\_\_

TO BE OPERATED BY: \_\_\_\_\_

SOCIAL SECURITY # OR EIN: \_\_\_\_\_ St. of AK S.I.C. code \_\_\_\_\_

\*PHYSICAL LOCATION OF BUSINESS IN SITKA: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

PHONE: Home: \_\_\_\_\_ Business: \_\_\_\_\_ FAX: \_\_\_\_\_

RESIDENCE ADDRESS: \_\_\_\_\_

PERSONAL MAILING ADDRESS: \_\_\_\_\_

\*NATURE OF BUSINESS: \_\_\_\_\_

PLEASE "X", IF RESIDENT OR ITINERANT BUSINESS

FEES: RESIDENT— \$25.00, one time only, (refunded after approximately one (1) year if sales tax returns have been filed on time.

ITINERANT—\$50.00, plus \$2.00 per day (\$6.00 minimum-\$25.00 maximum for daily fee), \$50.00 deposit fee will be refunded after the sales tax has been received by the City and Borough Business Office.

Itinerant License Period: From: \_\_\_\_\_ To: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Date business to Begin : \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**FOR OFFICE USE ONLY**

\*Planning department Clearance:

SALES TAX DEPOSIT FEES\$ \_\_\_\_\_

ZONE: \_\_\_\_\_ DATE: \_\_\_\_\_

ITINERANT DAILY FEE \$ \_\_\_\_\_  
(100-300-320-3201-007) \$2.00/DAY

APPROVED BY: \_\_\_\_\_

DATE FEE RECEIVED: \_\_\_\_\_  
RECEIVED BY: \_\_\_\_\_

\*Business operators must notify the planning department if the nature or location of this business changes.

DATE REFUNDED: \_\_\_\_\_  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHECK# \_\_\_\_\_ JV \_\_\_\_\_

**Welcome Home Inc. D.B.A RE/MAX of Sitka**  
**LEASE/RENTAL AGREEMENT AND DEPOSIT RECEIPT**  
**RE/MAX of Sitka is the agent of the owner of the premises.**

RE/MAX of Sitka (hereinafter referred to as the **Agent**) shall apply as follows:

	RECEIVED	PAYABLE	TOTAL	SCHEDULE
<b>Rent for the dates of:</b>	\$ _____	\$ _____	\$ _____	_____
<b>Security Deposit :</b>	\$ _____	\$ _____	\$ _____	_____
<b>Other:</b>	\$ _____	\$ _____	\$ _____	_____
<b>TOTAL: \$</b>	\$ _____	\$ _____	\$ _____	_____

Received from \_\_\_\_\_ the sum of \_\_\_\_\_ evidenced by \_\_\_\_\_ as a deposit which, upon acceptance of this rental agreement, The Tenant hereby offers to rent from the Agent the premises situated in the City and Borough of Sitka, State of Alaska, described as \_\_\_\_\_ consisting of a [ ] Bedroom and [ ] Bathroom upon the following:

**TERMS:** The term hereof shall commence on, \_\_\_\_\_ and continue to \_\_\_\_\_ This is [ ] is not [ ] a month –to-month lease/rental agreement.

If the tenancy is on a month to month basis, tenancy shall continue until either party shall terminate the same by giving the other notice required by the Alaska Landlord/Tenant Act (A.S. 34.04 et.seq.) If the tenancy is a lease (i.e., six months or one year, not a month-to-month), and the Tenant must cancel the lease before the expiration date, Tenant shall be responsible for paying the leasing fees to RE/MAX of Sitka until a new Tenant is found.

**RENT:** Rent shall be monthly: \$ \_\_\_\_\_ payable in advance upon the FIRST day of each calendar month to the Agent at the following address: **RE/MAX of Sitka, 210 Lake Street, Suite A, Sitka, AK 99835**, or at such other places as may be designated by the Agent from time to time. In the event rent is not paid the fifth of the month, Tenant agrees to pay a late charge of **\$10.00** per day until rent, INCLUDING LATE FEES of **\$25.00**, is paid in full. To avoid late fees for rent mailed and received after the 5<sup>th</sup> day of any month, envelopes containing rent must be postmarked no later than the 3<sup>rd</sup> day of the month. The tenant agrees further to pay \$25.00 for each NSF check.

**MULTIPLE OCCUPANCY:** each tenant is jointly and severally liable for performance of this lease/rental agreement. In the event of default by any one tenant each and every remaining Tenant shall be responsible for timely payment of rent and all other provisions of this agreement.

**UTILITIES:** The tenant shall be responsible for the payment of all utilities and service EXCEPT: \_\_\_\_\_

**USE:** The premises shall be used as a residence by the undersigned Tenants with no more than \_\_\_\_\_ persons and for no other purpose without the prior written consent of the Agent. Occupancy by guests staying more than 15 days shall be considered a violation of this provision. Whenever a unit will be vacant for 10 or more days due to extended absence, the Tenant must contact the Agent by written notice in advance of the date when the unit will be vacant. Failure to notify the Agent shall allow the Agent to deem the unit abandoned.

**SMOKING:** [ ] Smoking is allowed inside this rental. [ ] Smoking is NOT allowed inside this rental (initial) \_\_\_\_\_

**PETS:** \_\_\_\_\_ have been approved by the Agent.

**HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. The Tenant at all times during the lease term shall conduct himself, and require other persons on the premises with his consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a **breach** of the peace. The Tenant shall not have a waterbed on the premises without written consent of the Agent.

**ORDINANCES AND STATUTES:** The Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may be hereafter in force, pertaining to the premises and their use.

**ASSIGNMENT AND SUBLETTING:** The Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Agent. Consent may be withheld for any reason permissible under the Alaska Landlord/Tenant Act.

**MAINTENANCE, REPAIRS OR ALTERATIONS:** The tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. The Agent may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he or she objects thereto in writing within five days after receipt of such inventory. The Tenant must notify the Agent immediately of any needed maintenance or repair. To the extent allowed by the Alaska Landlord/Tenant Act, Tenant shall maintain and repair the premises, and the equipment, appliances, furniture and furnishings, occupied and used the Tenant and surrender such at the termination of the tenancy, in as good condition and repair as received, normal wear and tear excepted.

The tenant will not change door locks without prior written consent of the Agent. If locks do need to be changed, keys must be provided to the Agent within 24 hours. The tenant will keep charged batteries in smoke detection devices, and carbon monoxide detectors devices if applicable, test the devices periodically, not disable the devices and report any malfunction to the Agent. The tenant will not allow any hair, thread, strings, rags, sanitary napkins or any inappropriate materials of any kind to enter the drainage or waste pipes of the Leased Premises. Any damage caused by the entry of one or more of such items into the drainage or waste pipes of the Leased Premises shall be the Tenant's responsibility. The Tenant will keep a cold-water faucet running at a trickle during freezing weather. The tenant shall be responsible for damages caused by his or her negligence and that of his or her family, invitees or guests. Serious or repeated damage to Tenant's apartment or the common area is a default for which the lease may be terminated. The tenant shall not paint, wallpaper or otherwise redecorate or make alterations to the premises without the prior consent of the Agent. The Tenant will keep the grounds clear of rubbish. Upon move out, the Tenant shall comply with the guidelines set forth in any House Rules and Regulations. If Tenant fails to comply, he or she shall be liable to the Agent for cost of such cleaning and repair or replacement of soiled, missing or damaged items. Do not unplug or turn off the refrigerator in your unit.

**ENTRY AND INSPECTION:** The Tenant shall permit the Agent or the Owner to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary, convenient or agreed to repairs, decorations, alterations or improvements or to supply necessary or agreed services, or to show the premises to prospective tenants, purchasers, lenders, workers or contractors.

**INDEMNIFICATION:** The Agent shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Agent, or employees. The Tenant agrees to hold the Agent harmless from any other claims for injury or damages, expenses, costs, liability, for which the Agent is legally responsible. The Agent recommends that Tenants secure renters' insurance to protect themselves and their property.

**POSSESSION:** If the Agent is unable to deliver possession of the premises at the commencement hereof, the Agent shall not be liable for any damage caused thereby, nor shall this agreement be void or invalid, but Tenant shall not be liable for any rent until possession is delivered. The Tenant may terminate this agreement if possession is not delivered within 10 days of the commencement of the rental term.

**DEFAULT:** Except as otherwise provided in this Lease/Rental Agreement or the Alaska Landlord/Tenant Act, if there is a material non-compliance by the Tenant with this Lease-Rental Agreement or non-compliance with A.S. 34.03.120 materially affecting health and safety, the Agent may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and specifying that the Lease/Rental Agreement shall terminate upon a date not less than twenty (20) days after receipt of the notice. If the breach is not remedied in ten (10) days, the Lease/Rental Agreement terminates as provided in the notice subject to A.S. 34.03.220. If the breach is remediable by repairs or the payment of damages or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, the Rental/Lease Agreement shall not terminate. In the absence of due care by the tenant, if substantially the same act of omission that constituted a prior non-compliance of which notice was given recurs within six (6) months, the Agent may terminate the Lease/Rental Agreement upon at least Five (5) days written notice specifying the breach and date of termination of the Lease/Rental Agreement. If rent is unpaid when due and the Tenant fails to pay rent within seven (7) days after written notice by the Agent of nonpayment and the intention to terminate the Lease/Rental Agreement if the rent is not paid within that period of time, the tenancy terminates unless the Agent agrees to allow the Tenant to remain in occupancy, or the Agent may terminate the Lease/Rental Agreement immediately and recover possession; only one written notice of default need be given the Tenant by the Agent as to any one default.

If Tenant abandons or vacates the property, the Agent may, as to any property left on the premises, dispose of the property in any one of the following manners as the Agent may choose:

1. Remove the property and have it stored at the expense of Tenant.
2. Remove the property and sell it at public or private sale following notice to the Tenant.
3. Deem the property valueless or of such a low value that the cost of storing or conducting a private or public sale would probably exceed the amount that would be realized from the sale, and destroy or otherwise dispose of the property.

In the event of a default by Tenant, in addition to any other remedies specified in this Lease/Rental Agreement and the Alaska Landlord/Tenant Act, the Agent or the Owner may elect any one or more of the following:

1. Sue for specific performance;
2. Terminate the Lease/Rental Agreement and sue for damages;
3. Relet the premises;
4. Bring a Forcible entry and Detainer Action;
5. Sue for damages.

All payments collected shall automatically be applied to any past due amounts, including security deposits, unless otherwise indicated on the receipt.

**SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. The Agent may, but will not be obligated to, apply all or portions of said deposit to Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. The tenant does not have the right to apply the Security Deposit in payment of the last month's rent.

**DEPOSIT REFUNDS:** If notice complying with A.S. 34.03.290 is given, the balance of the security/damage deposit shall be refunded within two weeks from the date possession is delivered to the Agent, together with a statement showing any charges made against such deposits by the Agent.

In all other cases, the balance of the security/damage deposit and the statement showing any charges need not be delivered by the Agent until thirty (30) days after the tenancy is terminated, possession is delivered by the Tenant or the Agent becomes aware that the unit is abandoned. The Tenant acknowledges the security/damage deposit shall be held by the Agent, in a non-interest bearing trust account.

**ATTORNEYS' FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, neither party shall be entitled to an award of costs not attorney fees..

**WAIVER:** No failure of the Agent to enforce any term hereof shall be deemed a waiver, of those terms, nor will any acceptance of a partial payment of rent be deemed a waiver of the Agent's right to the full amount due.

**NOTICES:** Any notice which either party may give or is required to give may be given by mailing the same, postage prepaid, to Tenant at the premises or the Agent at the address shown above or at another address as may be designated by the parties from time to time.

**HOLDING OVER:** Any holding over after expiration or termination hereof, shall be construed as a month-to-month tenancy in accordance with the terms hereof.

**TIME:** Time is of the essence to this agreement.

**ADDITIONAL TERMS AND CONDITIONS:** Carpets shall be professionally shampooed at the expense of the Tenant at the termination of the Rental/Lease Agreement. Security Deposits shall be withheld until all outstanding keys are returned provided if the Alaska Landlord/Tenant Act requires release of the Security Deposit before keys are returned, the key shall be deemed lost and Tenant liable for the lost key charges and re-keying costs. Lost keys will bear a charge of \$7.50. The Tenant must return all keys upon vacating the premises. If all keys are not returned, the Agent may have locks re-keyed and the Tenant shall be responsible for the cost of such re-keying. A fee of \$25.00 shall be charged for all assisted entries as a result of Tenant lockout.

- |     |                          |    |                          |  |
|-----|--------------------------|----|--------------------------|--|
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Boats may be parked on the property.   |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Storage or parking of non-running vehicles on property allowed.  |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Major mechanical work allowed on the premises.   |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Bikes, trikes, and outdoor equipment are allowed to be stored along the building.                                |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Grills, bar-b-cue, and outdoor fryer (turkey fryer) use is allowed on deck or balconies.                         |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Minimal candle burning allowed;<br>If the soot cannot be cleaned, Tenant agrees to have affected area repainted. |

Parking spaces \_\_\_\_\_

Quiet Hours: \_\_\_\_\_

**If Pets Allowed: Leash your pets, and scoop their droppings.**

**Snow Removal Tenant's Responsibility**

- |     |                          |    |                          |                       |
|-----|--------------------------|----|--------------------------|-----------------------|
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Parking Lot           |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Walk way              |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Stairs                |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Decks/Porch           |
| Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | Lawn/Yard Maintenance |

**Plate #:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Plate #:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**ENTIRE AGREEMENT:** The Alaska Landlord/Tenant Act and other applicable Alaska Law shall determine all matters relating to this Lease. The Agent or the Owner has made no oral promises, representations, or agreement. This Lease/Rental Agreement is the entire agreement between the parties. Owners' representatives (including management personnel and other employees or agents) do not have the authority to waive, amend, or terminate this Agreement or any part of it and do not have authority to make promises, representations, or agreements which impose duties of security or other obligations on Owner representatives unless done in writing. The undersigned Tenant hereby acknowledges receipt of a copy of this Rental/Lease Agreement.

DATED \_\_\_\_\_

DATED \_\_\_\_\_

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

Welcome Home Inc., dba RE/MAX of Sitka \_\_\_\_\_



**RE/MAX of Sitka**  
 210 Lake Street Suite A, Sitka, AK 99835  
 Phone: 907-747-4880 Fax: 907-747-2688  
 www.realestatesitka.com



**CREDIT APPLICATION**

NAME -LAST MIDDLE		MR.MRS.MISS	FIRST	SSN/EIN#	SPOUSE'S NAME	
ADDRESS CITY, STATE, ZIP				HOME TELEPHONE #	E-MAIL ADDRESS	
# DEPENDENTS INCLUDING SPOUSE	OWNS RESIDENCE RENTING BUYING BOARDING LIVING W/PARENTS LIVING IN TRAILER					
DATE OF BIRTH	SINGLE		MARRIED	DIVORCED	SEPARATED	WIDOW(ER)
EMPLOYER	EMPLOYMENT ADDRESS		POSITION HELD		SINCE	MONTHLY INCOME
FORMER EMPLOYER AND KIND OF BUSINESS		POSITION HELD	FROM	TO	MONTHLY INCOME	
FORMER ADDRESS			CITY	STATE	FROM	TO
SPOUSE'S EMPLOYER	SPOUSE'S SOCIAL SECURITY OR EIN #		POSITION HELD		SINCE	MONTHLY INCOME
OTHER INCOME - PLEASE EXPLAIN						
NAME AND ADDRESS OF BANK-CHECKING ACCOUNT						
NAME AND ADDRESS OF BANK WHERE YOU HAVE LOAN ACCOUNTS						
Current						Paid
OTHER BANK REFERENCES (SAVINGS, ETC.)						
NAME AND ADDRESS OF NEAREST RELATIVE RELATIONSHIP						
<b>REFERENCES: RETAIL - MEDICAL - HOSPITAL - FINANCE CO. - UTILITY - CREDIT CARD</b>						
				OPEN ACCT.	REVOLVING	INSTALLMENTS
HAVE YOU OR YOUR SPOUSE PREVIOUSLY HAD AN ACCOUNT WITH US?						WHEN?

I hereby authorize the person, to whom this application is made, or any credit bureau or other investigative agency employed by such person, to investigate any references herein listed or statements or other data obtained from me or from any other person pertaining to my credit and financial responsibility. I understand that accounts are to be settled in full each month unless other arrangements are made.

DATE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_

Move-In/Move-Out Inspection

Tenant \_\_\_\_\_

M/In date \_\_\_\_\_

Address \_\_\_\_\_

M/Out date \_\_\_\_\_

	Move In	Move Out
<b>Entry Way</b>		
Walls		
Floor		
Door		
Ceiling		
<b>Living Room</b>		
Walls		
Floors		
Carpet		
Windows		
Screens		
Blinds		
Electric Fixtures		
Bulbs		
Plate/Switches		
Ceiling		
<b>Kitchen</b>		
Range		
Exterior		
Controls		
Under range top		
Refrigerator		
Exterior		
Interior		
Coils		
Freezer		
Defosted		
Dishwasher		
Exterior		
Interior		
Flatware Basket		
Disposal		
Counter/Cabinets		
Counter Surface		
Cabinets		
Drawers		
Hardware		
Walls/Ceiling		
Floor		
<b>Miscellaneous</b>		
Water Heater		
Furnance/Filter		
AC/Filter		
Thermostat		
Doorbell		
Monitor/Toyo Stove		

	Move In	Move Out
<b>Bathroom(s)</b>		
Sink/Vanity		
Shower/Tub		
Toilet		
Mirror		
Medicine Cabinet		
Plumbing Fixtures		
Exhaust Fan		
Plates/Switches		
Windows		
Walls/Ceiling		
Floor		
<b>Bedroom 1</b>		
Walls/Ceiling		
Floor/Carpet		
Windows		
Screens		
Blinds		
Sill/Ledges		
Door		
Electric Fixtures		
Bulbs		
Plate/Switches		
<b>Bedroom 2</b>		
Walls/Ceiling		
Floor/Carpet		
Windows		
Screens		
Blinds		
Sill/Ledges		
Door		
Electric Fixtures		
Bulbs		
Plate/Switches		
<b>Other</b>		
<b>Exterior</b>		
Patio/Balcony		
Garage/Carport		
Storage		
<b>Hallway</b>		
Walls/Ceiling		
Floor/carpet		
Fixtures		

\_\_\_\_\_ Tenant signature

To City & Borough of Sitka  
Utilities Department  
100 Lincoln Street, Room 102  
Sitka, AK 99835

To Whom It May Concern:

Upon occupancy or vacating the premises at \_\_\_\_\_

\_\_\_\_\_

I give permission to RE/MAX of Sitka to apply a refuse charges related to my  
tenancy to my utility account bill.

Sincerely,

\_\_\_\_\_  
Signature