

STATE OF ALASKA BUSINESS – NO CHARGE

LEASE # XXXXXXXX

**Department of Public Safety
Rural Trooper Housing Lease**

This housing lease entered into on the _____ day of _____, 20__ between:

**LESSOR NAME
LESSOR ADDRESS
CITY, STATE & ZIP CODE
ATTN: IF APPLICABLE**

Hereinafter called the Lessor, and the:

**State of Alaska
Department of Public Safety
Supply Section
5700 East Tudor Road
Anchorage, Alaska 99507**

Hereinafter called the Lessee, covering:

Add Description & Legal Description: EXAMPLE - Approximately _____ square feet of net usable office space located at **Physical Address of Leased Office, City or Municipality, Alaska.**

LEGAL: Insert Legal Description Here

This Lease Shall:

1. Establish the initial lease period of 5 years with 5 one-year renewals starting _____
and expiring _____.
2. Establish the monthly lease rate listed below, rent is due by the first of each month during the lease period to the above addresses.

Unit A (# of bedrooms) \$_____/ month

Common House \$_____/ month

Adjustments in the lease rate may be made if requested in writing by the Lessor at least thirty (30) days prior to the effective date of the adjustment. Request must be made annually only. Such adjustments may be made annually to reflect the changes in the Lessor's variable costs and defined as all operational cost other than debt service and profit. Operational costs, for purposes of the lease, are equal to thirty-five percent (35%) of the Base Monthly Lease Rate or \$60.00 per month per unit whichever is greater.

The monthly lease rate may be adjusted effective _____ and each July 1st thereafter and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, (CPI-U) Urban Alaska, in effect for each July through December (2nd Half). The percentage difference between the CPI in effect for the base year semiannual value, CPI-U Urban Alaska Index, 2nd half 202_ () and each CPI-U January through June (1st Half) average thereafter will determine the maximum allowable CPI-U adjustment of the variable costs over the Base Monthly Lease Rate.

The formula is expressed as:

$$[(35\% \times \text{Base Monthly Lease Rate}) \times \% \text{ change in CPI}] + \text{Base Monthly Lease Rate} = \text{Adjusted Monthly Lease Rate.}$$

If the index is discontinued or revised during the term of the lease, such other governmental indices or computations with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

Retroactive adjustments will not be allowed.

3. The State shall have the option to renew this lease for Five, (5) One (1) year periods. The renewal options shall be exercised at the sole discretion of the State of Alaska, giving the lessor written notice prior to the expiration of the term.

The Lease shall be recorded in the _____ Recording District. After recordation, please return the original lease documents to the following address:

Department of Public Safety
DPS Procurement and Supply Section
5700 East Tudor Road
Anchorage, Alaska 99507

Lessor:

Lessee: State of Alaska

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

PART I

COVENANTS OF THE LESSEE

The Lessee does hereby covenant and agree with the Lessor that Lessee will:

- A. Pay said rent at the times and place and in the manner aforesaid.
- B. Use and occupy the premises in a careful and proper manner.
- C. Not use or occupy said premises for any unlawful purpose. Commercial uses of the housing unit are expressly prohibited.
- D. Not assign the lease nor underlet the premises or any part thereof, without the written consent of the lessor provided. The lessor shall not unreasonably withhold consent.
- E. Not use or occupy the premises or permit the same to be use or occupied for any purpose or business deemed hazardous or in any way unsafe.
- F. Make no alterations or additions in or to the premises without the written consent of the lessor. The lessor shall not unreasonably withhold consent.
- G. Leave the premises at the expiration or prior to termination of the lease or any renewal or extension thereof, in as good condition as received, or in which modified by or approved by the lessor, excepting reasonable wear and tear, and/or loss of damage caused by fire, explosions, earthquake, acts of God, other casualty, or as provided in RFP 2022-1200-5110 Section 2.29 Indemnification.
- H. This is a "Non-Smoking" property. If the Lessee's Occupant smokes, Lessee will be assessed for repainting and carpet cleaning at the expiration or termination of the lease or any extension thereof, to the extent needed to restore the premises to "Non-Smoking" condition.
- I. Occupant will be allowed up to one household pet. Any disturbance caused by the pets or failure to clean up after it, will be cause for the Lessor to rescind pet privileges. The costs of damage to the premises, including carpet staining and pet odors that require cleaning and/or replacement of the carpeting will be at the Lessee's expense. Damage caused by pets is not considered "normal wear and tear".
- J. Sublease the property to the Lessee's State of Alaska employees (hereafter "Occupant") and their families. The Lessee agrees not to sublet or assign the premises to any other

person/entity except with the prior written approval of the Lessor. The Lessor shall not unreasonably withhold his approval if a prospective subtenant or assignee completes an application and otherwise qualifies as a tenant in the judgment of the Lessor.

- K. Permit the Lessor to enter the leased premises at reasonable times to examine the conditions of same. All entry shall be preceded by a minimum of 24 hours' written notice to the occupant except for an emergency.
- L. Pay for all utilities, including heating fuel, electricity, water, sewage disposal fees, garbage service, without additional cost to the lessor.

End of Covenants of the Lessee

PART II

COVENANTS OF THE LESSOR

And the Lessor does hereby covenant and agree with the Lessee that Lessor will:

- A. Furnish appropriate wiring for the safe distribution of residential electrical power.
- B. Furnish heating system capable of maintaining a room temperature of 68-70 degrees Fahrenheit at a point three feet above the floor in all habitable rooms.
- C. Furnish private bathroom(s) with flush toilet, bathtub and shower, hot and cold running water with adequate pressure at all lavatories and similar fixtures. Hot water must be provided at a temperature of 120 degrees Fahrenheit.
- D. Keep all interior and exterior common areas of the premises in a clean and safe condition.
- E. Maintain the premises in keeping with good fire prevention practices. The Lessee reserves the right, at reasonable times, to enter and make fire prevention and fire protection inspections of the building and space occupied. Fire safety items will be immediately corrected by the Lessor. In addition, the Lessee reserves the right to make other inspections such as inspections to determine condition of the housing unit.
- F. Ensure that facilities provided in this lease are tenantable and that they comply with all laws, ordinances, or governmental regulations which includes any building and housing codes concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of a premise or dwelling unit, except the Americans Disability Act, (ADA) which the Lessor makes no representation concerning. The Lessor agrees to pay the cost of any building alterations which may be needed during the period of the lease for the purpose of correcting any violations of the aforementioned code, regulations, laws, or ordinances as of the date of this lease, except as may be required by the ADA. Lessor shall have no obligation to comply with governmental regulations enacted after the date hereof, unless said regulation specifically applies to all residential leased premises, and except for requirements of the ADA. The Lessor agrees to pay the cost of any building alterations, which may be needed during the period of the lease for the purpose of correcting any violations of the aforementioned code, regulations, laws, or ordinances. If during the term of this lease or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire, or the elements, or any other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, the Lessee shall,

- a. Abate and suspend a proportionate part of the rent according to the extent of such untenability until the premises are again made tenantable and restored to their former condition by the Lessor; or,
 - b. Lessee may hire competent workman to restore the premises with the Lessor bearing all the cost of repairs; or,
 - c. Immediately vacate the premises and notify the Lessor of the intention to terminate the lease in which case the lease terminates as of the date of vacating.
- G. Maintain the building and premises in good and safe working order and condition. The building and premises will be in compliance with all applicable laws, ordinances, governmental regulations, building and housing codes and The Uniform Housing Code including all mechanical, structural, electrical, plumbing, sanitary, heating, ventilating, and other facilities, equipment, and appliances. If the building and premises should become substandard in accordance with Chapter 10 of the Uniform Housing Code, the Lessor will be notified of the substandard condition and the Lessor will within seven days notify the Lessee of the action to be taken to correct the condition and estimated completion date of correcting action. If the premises or a substantial part thereof are thereby rendered substandard and so remain for a period of 30 days, or mutually agreed time, the Lessee may at its option terminate the lease by written notice to the Lessor.
This 30-day period shall not be so restrictedly construed that the Lessee is bound to remain in the lease facility if the facility is unsafe. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are restored to good condition in the 30-day period, Lessee will return to the facility for occupancy.
- H. Supply safe drinking water from the city or other potable water source. Water pressure must be a minimum of 45 pounds per square inch (psi). Lessor will also provide hot water, heat, and sanitary facilities. If the Lessor fails to furnish the above, the Lessee may 1) give written notice to the Lessor specifying the breach and may immediately take action to restore reasonable amounts of hot water, running water, heat, and sanitary facilities during the period of the Lessor's noncompliance and deduct their actual and reasonable cost from the rent: or 2) procure substitute housing during the period of the Lessor's noncompliance, in which case the Lessee will not pay rent for the period of the Lessor's noncompliance.
- I. Upon notification of a vacated unit from DPS, lessor will inspect the unit within 7 calendar days and provide a written report and photographs of the condition notating any damages beyond normal wear and tear and costs of the repairs, DPS will review approve and/or dispute the charges. Lessor will renovate/make ready vacated unit(s) within 30 calendar days. If a unit requires significant work, lessor can request an extension in

writing, the request must be received by DPS within 7 calendar days of the vacancy notification. The request must be well documented including photographs. Once received, the request will be reviewed by DPS and lessor will be notified in writing if request has been approved or denied. Renovate the space by refinishing or replacing all damaged or worn wall, ceiling, floor, and window covering at least every seven years of occupancy.

- J. The Lessor will give the Lessee 90 days prior to notice to the sale of the property. If the Lessee does not wish to become a competitor in the purchase of the said property, the Lessee will at the time of notice of property sale give written notification as to their desires. If the leased property is sold during the term of the lease, or any extension thereof, the sale will be made subject to all terms of this lease plus the option to purchase provision. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease. This lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- K. Disclose to the Lessee in writing on or before the commencement of the tenancy the name, address, and telephone number of:
 - 1. The person authorized to manage the premises. There shall always be an authorized manager or designed in-state and available by telephone responsible to manage the premises.
 - 2. The owner of the premises or a person authorized to and on behalf of the owner for the purpose of service of process and the purpose of receiving and receipting of notices and demands must be located in Alaska.
 - 3. The information required above shall be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.
- L. Provide and maintain locks and furnish keys reasonably adequate to ensure safety to the tenant's person and property.
- M. Furnish ABC fire extinguishers for each unit per NFPA and other applicable requirements.
- N. Provide annual maintenance and inspection (per N.F.P.A. requirements) of fire extinguisher(s) and smoke detectors. Smoke detectors must be checked annually for proper operation. A licensed fire extinguisher inspector must inspect fire extinguishers. Annual Inspections report must be sent to Lessee for compliance verification.

- O. Schedule routine repairs and maintenance work with the occupant. In all cases the occupant is to receive a minimum of 24 hours' written notice prior to any work commencing on the dwelling. This work may be requested by either the Lessor or the Lessee. Emergency repairs will not require the 24-hour notification but will require, when practical, notification to the occupants prior to work commencing and after it is completed.
- P. Furnish year around maintenance of the lessor's owned common areas including walkways, stairs, driveway, parking pad/lot, easement, or private access road to a primary or secondary road that is maintained year around by the State of Alaska, or other governmental body. The maintenance shall include any and all grading, graveling, sanding for ice, snow removal, ditching, and other maintenance required to maintain access roads in a smooth, safe, passable condition, free of mud, ruts, and snow.
- Q. Furnish grounds maintenance as needed to grade, ditch, gravel or other care as needed to the grounds, walks and parking lot/pads to prevent erosion, ponding, mud, or improper drainage to occur.
- R. If on-site water and/or sewer systems are used, the lot must meet the minimum requirements established by the Department of Environmental Conservation (D.E.C.) for water and sewer systems. Lessor has the option to furnish separate on site D.E.C. approved utilities for each housing unit or furnish water and sewer service from a D.E.C. approved commercial, community, or private utility. If well water is provided, annual testing and a lab report submitted to DPS is required, the water shall be tested for Coliforms (Total), Arsenic and Nitrate+Nitrite (preserved). If property will be for sale, and on-site water and/or sewer system are used, the cost of the systems will be included in the price the Lessor agrees to sell the house for under Option to Purchase Provision. If a commercial, community, or private utility is used to serve the units and an election to purchase is exercised, the owner of the utility must agree to continue uninterrupted service at a reasonable cost.
- S. If the premises or any part thereof are rendered untenable by casualty damage or declared untenable by a regulatory agency, public official or DPS, a proportionate part of the rent, according to the extent of such untenability, shall be abated and suspended until the premises are again made tenantable and restored to their former condition.
- T. If the premises or a substantial part thereof are rendered untenable and remain so for a period of 30 calendar days, the State may, at its option, terminate the lease by written notice to the Lessor. This 30-calendar day period shall not be so restrictively construed that the State is bound to remain in the leased facility if the State's business cannot be safely executed. The State's determination shall be binding regarding tenantability. If

untenantable conditions are determined to exist, the State has the right to move elsewhere.

- U. If the premises are made tenantable again within the 30-calendar day period, the State will return to the facility. The State has the right to recover any excess costs, over the abated lease payments, occasioned by relocation due to such untenable conditions.
- V. In the event the Lessor fails to correct damage or violation(s) within the 30-calendar day period, the State will have the right to terminate the lease or will have the option of hiring competent workers to correct the damage or violation(s). The Lessor will bear the cost of all such labor and materials. The lessor agrees that damage or violations corrections performed by the State will not be construed to constitute a breach of the terms of this RFP and the subsequent lease.
- W. Make all repairs/preventive maintenance, including changing of filters for all Lessor installed equipment/appliances and do whatever is necessary to keep the premises in a fit and habitable condition during the continuance of this lease or any renewal or extension thereof.
- X. Hold and save the State, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease. The Lessor or his agents shall be liable to the Lessee only for damages to the person, property, guests, and invitees of the Tenant only to the extent that such injuries to those persons or property are caused by the negligence of the Lessor or his agents.

End of Covenants of the Lessor

PART III

OTHER MUTUALLY AGREED TERMS AND CONDITIONS

It is mutually agreed by and between the Lessor and Lessee that:

- A. All terms and condition of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety.

DISPUTE RESOLUTION: In the event of a dispute between the parties concerning this Agreement, or any events relating thereto, the parties shall first attempt to resolve the dispute through informal negotiations or, if the parties mutually agree, through the use of a third-party mediator or other informal dispute resolution process agreed upon by the parties.

- B. There will not be excessive noise at unreasonable times (before 9:00 am and after 9:00 pm). The Lessor will provide 24-hour notice to the tenant if there will be excessive noise during the acceptable time frame.
- C. All fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or any renewal and at its own expense repair any injury to the premises resulting from such removal.
- D. If the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any covenants, terms and conditions, or provisions of this lease, and the Lessee shall fail to remedy such default within 60 days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and thereupon this lease and everything contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default of said term for the highest rent obtainable and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved.
- E. If the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all the covenants of this lease the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid.

- F. The Lessee shall notify the lessor of tenant changeover or termination of lease. Upon notification lessee will permit lessor to jointly inspect housing units. The intent of this inspection is to document the condition of the unit and identify maintenance and repair needs.
- G. The lessor will perform an inspection of housing units within 15 days from the date of vacating the unit. The lessor will identify any damages caused by the lessee and notify the State within seven days from inspection. Normal wear and tear and renovations due to the age of the housing unit will not be considered as damages cause by the lessee.
- H. The lessor shall not perform any repair to the damages identified unless; the damages and any costs associated to repair the damages are approved by the State.
- I. The lease and all the covenants, terms, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- J. FISCAL NECESSITY - NON-APPROPRIATION OF FUNDS: The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State and shall not constitute a breach or an event of default by the State.

End of Other Mutually Agreed Terms and Conditions