

Nature Cabins LLC
Fairbanks, Alaska

Residential Lease

This agreement is between _____

thereinafter referred to as the TENANT, and **Nature Cabins LLC** thereafter referred to as the LANDLORD, concerning a lease at the following described property (address).

Term of Lease

Lease begins _____

Lease ends _____

If for any reason LANDLORD cannot deliver possession of the premises to TENANT by the beginning date, the beginning date may be extended up to 30 days or lease voided at LANDLORD'S option without LANDLORD being liable for any expenses caused by such delay or termination. Tenant must provide 30 days notice prior to the end of this lease of intent to renew lease or vacate the property.

Occupants

Only the following individuals shall occupy the premises unless written consent of the LANDLORD is obtained (authorized occupants) _____

A reasonable number of guests may occupy the premises without prior written consent if stay is limited to 72 hours. Subletting for any length of time is strictly prohibited.

Rent

TENANT agrees to pay the monthly rent of \$ _____
by the 1st day of each month in advance without demand. Rent must be received by LANDLORD or its designated AGENT on or before the due date.

Late Fees and Notice of Termination

A late fee of \$35.00 plus \$5 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 5th day of each month. **The late fee date is based on when the LANDLORD receives rent in the U.S. mail; not the postmark date. Therefore, mail rent before it is due. Plan ahead. Mail rent a few days before the 1st of the next month.** If the TENANT'S check is dishonored, all future payments must be made by money

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order or cashier's check; dishonored checks will be subject to the greater of 5% of the check amount or a \$40.00 charge as additional rent. The imposition of late fees and/or dishonored check charges is not a substitution or waiver of available Alaska law remedies. If rent is not received by the 5th day of each month, LANDLORD may serve a Notice of Termination on the next day or any day thereafter as allowed by law, and LANDLORD has the right to demand that late payments shall only be in the form of a money order or a certified check. All signatories to this lease are jointly and severally responsible for the faithful performance of this lease. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease. All notices by TENANT to LANDLORD shall be sent to LANDLORD'S address by certified mail.

Pets & Deposit

TENANT shall not keep any animal or pet in or around the rental premises without LANDLORD'S **prior** written approval. Approval granted: Yes / No

Pet name, type (cat, dog, etc.) and breed _____

Pet name, type (cat, dog, etc.) and breed _____

Pet name, type (cat, dog, etc.) and breed _____

Deposit \$300 per pet _____

When dogs are not attended, they must be tied up outside, or kept in a locked kennel indoors. Dogs must always be on a leash outside (per local ordinance). Dogs may not run free. For the safety of cats, cats should not to be allowed to run free outside. The pet deposit is refundable if no damage results from the pet.

Security Deposit

TENANT agrees to pay LANDLORD the sum of \$ _____ as security for faithful performance by TENANT of all terms and conditions of this lease. This deposit may be applied by the LANDLORD for any monies owed by TENANT under the lease or Alaska law, physical damages to the premises, costs, and attorney's fees associated with TENANT'S failure to fulfill the terms of the lease and any monetary damages incurred by LANDLORD due to TENANT'S default. TENANT cannot dictate that this deposit be used for any rent due. If TENANT breaches the lease by abandoning, surrendering or being evicted from the rental premises prior to the lease expiration date (or the expiration of any extension) TENANT will be responsible for unpaid rent, physical damages, future rent due, attorney's fees, costs and any other amounts due under the terms of the tenancy or Alaska law.

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Your lease requires payment of certain deposits. When you move out, you must give the LANDLORD your new address so that the LANDLORD can send you notices regarding your deposit. The LANDLORD must mail you notice, within 30 days after you move out, of the LANDLORD'S intent to impose a claim against the deposit. If you do not reply to the LANDLORD stating your objection to the claim within 15 days after receipt of the LANDLORD'S notice, the LANDLORD will collect the claim and must mail you the remaining deposit, if any.

If the LANDLORD fails to timely mail you notice, the LANDLORD must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the LANDLORD may collect from the deposit, but you may later file a lawsuit claiming a refund. You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney fees payable by the losing party.

Security deposit refunds, if any, shall be made by mail only, as provided by law, made out in names of all TENANTS in one check and may not be picked up in person from LANDLORD.

Assignments

TENANT shall not assign this lease or sublet the premises or any part thereof. Any unauthorized transfer of interest by the TENANT shall be a breach of this agreement.

Application

If TENANT has filled out a rental application, any misrepresentation made by the TENANT in same will be a breach of this agreement and LANDLORD may terminate the tenancy.

Fixtures and Alterations

TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission is granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy.

Use of Premises

TENANT shall maintain the premises in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. TENANT shall install window shades or draperies (no foil, sheets, paper etc. allowed) within 15 days of taking occupancy if not already provided. Premises are to be used and occupied by the TENANT for only residential, non-business, private housing purposes only.

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TENANT shall not operate any type of day care or child sitting service on the premises. No trampolines, athletic equipment, recreational equipment, or any items or activities which can cause interference with the insurance coverage on the premises will be permitted. TENANT shall not place or use any above ground pools of any size on the premises without LANDLORD'S approval. TENANT is not permitted to access, enter or store any items in any crawl spaces, attics or any locked areas on the premises without prior written permission from LANDLORD.

Smoking

Smoking is NOT permitted on the premises by TENANT, guests or invitees. TENANT understands that smoking on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, TENANT will be fully responsible for eradication of smoke-related odors and repair of any damage due to the smoking. TENANT agrees that smoke related damages will in no way be considered ordinary wear and tear. Smoking cigarettes (or any tobacco use) is NOT allowed inside or outside by the tenant or anyone else. This dwelling, property, driveway and private road are tobacco-free. Cigarette butts on the ground are evidence of violation of this policy.

Risk of Loss

All TENANTS' personal property shall be at the risk of the TENANT, and LANDLORD shall not be liable for any damage to said personal property of the TENANT arising from criminal acts, fire, storm, flood, rain or wind damage, acts of negligence of any person whomsoever, or from the bursting or leaking of water pipes. LANDLORD shall not be responsible for the loss of any food in the event of a refrigerator or freezer failure, defect or electrical failure. TENANT is strongly urged to secure insurance for personal property.

Default

(1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Alaska law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD,

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LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a revocation of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from a governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

Attorney's Fees

The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

Utilities

LANDLORD is responsible for providing the following utilities only: Snowplowing and outhouse pumping.

The TENANT agrees to pay all charges and deposits for all other utilities and TENANT agrees to have all accounts for utilities immediately placed in TENANT name with accounts kept current throughout occupancy. Exception where LANDLORD pays utilities: _____

Garbage and or trash removal is considered a utility under this lease. If the utilities which TENANT is responsible for are still in LANDLORD'S name at the time TENANT takes occupancy, TENANT agrees that LANDLORD shall order such utilities to be terminated. The failure of TENANT to retain and pay for essential services upon notice and demand by the LANDLORD shall constitute a material breach of the lease. If TENANT surrenders the premises early, abandons the premises, or is evicted, TENANT shall remain responsible for all accruing utility charges otherwise the responsibility of the TENANT under the lease.

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Vehicles

Vehicle(s) must be currently licensed, owned by TENANT, registered, operational and properly parked. TENANT agrees to abide by all parking rules established now or in the future by LANDLORD. No trailers, campers, motor homes, vehicles on blocks, motorcycles, boats, ATVs, snowmobiles, or commercial vehicles are allowed on or about the premises without LANDLORD'S prior written approval. TENANT is not to repair or disassemble vehicles on the premises. Vehicles not meeting the above requirements and additional rules of LANDLORD are unauthorized vehicles subject to being towed at TENANT expense. Parking on the grass is prohibited. TENANT agrees to indemnify LANDLORD for any expenses incurred due to the towing of any vehicle belonging to the guest or invitee of TENANT. TENANT agrees that only the following vehicles will be parked on the premises: _____

Maintenance / Inspection

TENANT agrees that they have fully inspected the premises and accepts the condition of the premises in 'as is' condition with no warranties or promises express or implied. TENANT shall maintain the premises in good, clean and tenantable condition throughout the tenancy, keep all plumbing fixtures in good repair, use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, removing all garbage in a clean and sanitary manner. In the event TENANT or TENANT'S guests or invitees cause any damage to the premises, LANDLORD may at its option repair same and TENANT shall pay for the expenses of same on demand or LANDLORD may require TENANT repair same, all charges incurred as additional rent. TENANT shall also be fully responsible for, and agrees to maintain and repair at TENANT'S expense, the following: SMOKE ALARM BATTERIES.

In the event a major repair to the premises must be made which will necessitate the TENANT vacating the premises, LANDLORD may at its option terminate this agreement and TENANT agrees to vacate the premises holding LANDLORD harmless for any damages suffered if any. TENANT shall notify LANDLORD immediately of any maintenance need or repair in writing. TENANT agrees that they shall immediately test the smoke detector and shall maintain same. TENANT is responsible for replacing dead light bulbs. In the event the light bulbs cannot be replaced with the same type of bulb due to law changes and lack of availability, TENANT agrees to replace the bulbs with an equivalent wattage CFL or LED bulb. If any plumbing issues result from TENANT and/or guests flushing anything into the toilet other than human waste and toilet paper, TENANT shall be responsible for any costs or charges incurred.

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Outhouse rules

The tenant may only put human waste, toilet paper and lye into the outhouse (NOT diapers, sanitary napkins, food scraps, dog poop, gray water, trash, grass clippings, etc. into the outhouse). Guideline: only put into the outhouse what you would put into a toilet. Anything other than human waste in an outhouse may clog the septic pumping service.

Vacating

At the expiration of this agreement or any extension, TENANT shall peaceably surrender the premises and turn in all keys and any other property owned by LANDLORD leaving the premises in good, clean condition, ordinary wear and tear excepted.

Renewal

LANDLORD or TENANT shall have 30 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by LANDLORD or TENANT, and TENANT vacates as of the lease expiration date, TENANT shall owe an additional month's rent. If the required notice is not given by LANDLORD or TENANT, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by TENANT or LANDLORD giving written notice not less than 15 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from LANDLORD, if TENANT fails to vacate as of the lease expiration date or the end of any successive consensual period, TENANT shall additionally be held liable for holdover (double) rent thereafter.

Right of Entry

LANDLORD, upon reasonable notice (usually 24 hours) by telephone, hand-delivery or posting to TENANT, has the right of entry to the premises for showing, repairs, appraisals, inspections, or any other reason. LANDLORD has immediate right of entry in cases of emergency, or to protect or preserve the premises. TENANT shall not alter or add locks without prior written consent. If consent is given, TENANT must provide LANDLORD with a key to all locks. LANDLORD may place "For Sale" or "For Rent" signs on the premises at any time.

Condemnation, Damage to Premises, Acts of God and Termination

If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the

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opinion of LANDLORD or its AGENT, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon seven days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination.

Mold

LANDLORD reserves the right to terminate the tenancy and TENANT(s) agree to vacate the premises in the event LANDLORD in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(s) or other persons and/or TENANT(s) actions or inactions are causing a condition which is conducive to mold growth. In the event it is determined that TENANT is failing to keep humidity low, and this is causing mold or mildew, LANDLORD shall have the right to terminate the lease agreement by giving the TENANT no fewer than seven days' notice and hold TENANT responsible for any damages caused by mold or mildew.

Waivers

The rights of the LANDLORD under this lease shall be cumulative, and failure on the part of the LANDLORD to exercise promptly any rights given hereunder shall not operate to forfeit any other rights allowed by this lease or by law.

Indemnification

TENANT agrees to reimburse LANDLORD upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by TENANT, his AGENTS, family or guests. TENANT at all times, will indemnify and hold harmless LANDLORD from all losses, damages, liabilities and expenses which can be claimed against LANDLORD for any injuries or damages to the person or property of any persons, caused by the acts, omissions, neglect or fault of TENANT, his AGENTS, family or guests, or arising from TENANT'S failure to comply with any applicable laws, statutes, ordinances or regulations.

Disputes and Litigation

In the event of a dispute concerning the tenancy created by this agreement, TENANT agrees that whether or not the premises are being actively managed by an AGENT for the record

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OWNER, TENANT agrees to hold AGENT, its heirs, employees and assigns harmless and shall look solely to the record OWNER of the premises in the event of a legal dispute.

Integration

This lease and exhibits and attachments, if any, set forth the entire agreement between LANDLORD and TENANT concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings oral or written between them other than those herein set forth. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be void but all other terms and conditions of the agreement shall be in effect.

Modifications

No subsequent alteration, amendment, change or addition to this lease shall be binding upon LANDLORD unless reduced to writing and signed by the parties.

Abandoned Property

By signing this rental agreement, the tenant agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining tenant, the landlord shall not be liable or responsible for storage or disposition of the tenant's personal property.

Facsimile and/or Electronic Signature

Acceptance by facsimile and/or by electronic signature by any of the parties shall constitute valid binding acceptance of this lease agreement and its addenda.

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Additional Terms

- Nails may NOT be put into the walls. No screws, screw-eyes, screw-hooks, or anything that makes a hole deeper than 3/8" or wider than the hole made by a thumbtack. To hang artwork use small push pins or thumb tacks (this protects the vapor barrier). Pushpins should be placed in the hanging strips provide in some cabins. Where there are no hanging strips please use the grooves to help hide the pin-size hole. No fasteners may be placed in the ceiling. The tenant will be charged \$20 per hole for holes larger than a thumbtack.
- Tenants may setup mailboxes on Farmers Loop Road provided they follow USPS regulations. The LANDLORD is not responsible for setting up or maintaining mailboxes.
- Dumping of anything on property is prohibited. The only exception to this is household gray water (dishwater without food scraps). Please use a non-phosphate dish soap.
- The storage of hazardous waste and salvage material on the property is prohibited.
- Clearing of the land without prior approval is prohibited.
- Fires or fire pits on the property are prohibited.
- No illegal activities are permitted.

Signature

Sign here to indicate acceptance of the terms of this lease.

Landlord (signed/date) _____

Tenant (signed/date) _____

Tenant (signed/date) _____

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Inspection Report

Indicate any pre-existing damage to the rental cabin on this sketch and sign below.

Landlord (signed/date)_____

Tenant (signed/date)_____

Tenant (signed/date)_____

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Heating Fuel

The TENANT is responsible for heating fuel (keeping track of the fuel level, scheduling delivery when the fuel level is low, and paying for fuel delivery).

The heating fuel in the rental's tank is measured when the tenant's lease begins, and it is measured again at the end of the lease.

If there is more heating fuel in the tank at the end of the lease, then the landlord will purchase the additional fuel from the tenant. If there is less fuel in the tank, then the fuel cost will be paid for out of the tenant's security deposit.

The basis for fuel reimbursement (in dollars per gallon) will be determined with a phone call to Sourdough Fuel (456-7798) requesting the current per-gallon price of #1 heating fuel (at the call-in rate) for 100 gallons. The basis for fuel reimbursement at the end of the lease will NOT be the price the tenant paid for any previous fuel delivery (which may be higher or lower).

Heating fuel level at the START of tenancy (gallons) _____

Landlord (signed/date) _____

Tenant (signed/date) _____

Heating fuel level at the END of tenancy (gallons) _____

Landlord (signed/date) _____

Tenant (signed/date) _____

Heating fuel difference (gallons) _____

X Times dollars per gallon _____

Total due to tenant or landlord _____

Notes

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Where to Mail Rent

Make rent checks payable **Nature Cabins LLC**. NEVER PAY WITH CASH.

Late Fees and Notice of Termination

A late fee of \$35.00 plus \$5 per day thereafter shall be due as additional rent if TENANT fails to make rent payments on or before the 5th day of each month. **The late fee date is based on when the LANDLORD receives rent in the U.S. mail; not the postmark date. Therefore, mail rent before it is due. Plan ahead. Mail rent a few days before the 1st of the next month.**

Please mail rent a few days early to avoid late penalties.

Nature Cabins LLC
PO Box 84415
Fairbanks AK 99708

How to Contact Your Landlord

Eric Muehling

Owner & Manager

Telephone

907-378-5545 (mobile) **Emergency contact.**

907-388-2876 (mobile) Backup contact.

Email

contact@naturecabins.com

Website

NatureCabins.com

Facebook

Nature Cabins

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Utilities

Sourdough Fuel (heating fuel oil)	907-456-7798	ONLY HEATING FUEL TYPE #1
GVEA (electric)	907-452-1151	
GCI (internet, mobile, tv)	800-800-4800	
ACS (internet, home phone)	855-907-7005	

This document last modified April 28, 2017