



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

**PROTECTIVE LEASE  
RENTAL AGREEMENT**

PROJECT NAME: \_\_\_\_\_

STATE PROJECT #: \_\_\_\_\_

FEDERAL-AID PROJECT #: \_\_\_\_\_

PARCEL #: \_\_\_\_\_ UNIT #: \_\_\_\_\_

THIS RENTAL AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, at \_\_\_\_\_, Alaska between the State of Alaska, Department of Transportation and Public Facilities, hereinafter referred to as the Tenant, and \_\_\_\_\_, hereinafter referred to as the Landlord.

WITNESSETH, that the Landlord, in consideration of the rental payment herein specified to be paid by the Tenant, and the covenants and agreements herein contained, does hereby rent unto Tenant that certain property described as:

commencing on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, on a month-to-month basis with cancellation on the date the property is acquired by the State of Alaska by either negotiated settlement or in case a declaration of taking is filed with the court, when the State of Alaska deposits with the court its estimate of just compensation. Rental payments are payable at \$\_\_\_\_\_ per month, in advance, on the first day of each month. All rental payments shall be made payable to the Landlord and shall be delivered to \_\_\_\_\_.

Tenant hereby covenants and agrees as follows:

- (1) That the premises during the term of this rental agreement may be used and occupied by the Tenant and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation. Tenant shall not keep any domestic or other animals on the premises without the written consent of the Landlord.
- (2) To pay Landlord said rental as hereinabove provided, and in addition thereto, to pay, when due, all water, electric, gas or fuel and other lighting, heating and power rents and charges accruing or payable in connection with said property during the term of this rental agreement; and to permit the Landlord or its agents upon 24 hours notice (unless Tenant cannot be contacted) to enter the property to inspect it, or to make necessary repairs. The property may be entered without notice in an emergency.
- (3) Not to assign or sublet the property described in this rental agreement, and not to make any alteration in or on said property without the written consent of the Landlord. Any alterations made by Tenant shall remain upon and be surrendered at termination of this agreement.
- (4) It is specifically agreed and understood that the Tenant shall not call on the Landlord to make any improvements or repairs on said property except those necessary to maintain said property in a safe and habitable condition. Tenant hereby specifically covenants and agrees to keep the property as clean and safe as the condition of the premises permits. Tenant agrees to perform normal maintenance and repairs in order to maintain the property in its original condition or better, at Tenant's own cost and expense. Tenant shall not keep or have on the premises any dangerous, explosive, or hazardous materials.
- (5) The Tenant is fully familiar with the physical condition of the property and accepts the property in its present condition as satisfactory to the tenant's needs. The Landlord makes no representations or warranties with respect to condition, fitness or availability of the property for any particular use; and shall not be liable for any latent or patent defects therein.
- (6) Any notice to Tenant addressed to these premises, or Landlord at the address shown shall be sufficient if in writing and delivered in person or by mail.

This rental agreement may be terminated, and the provisions of this rental agreement may be altered, changed or amended only by mutual, written consent of the parties hereto.

IN WITNESS WHEREOF the parties have set their hands the day and year in this rental agreement first above written.

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
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Landlord \_\_\_\_\_

By: \_\_\_\_\_  
Regional Chief Right-of-Way Agent

By \_\_\_\_\_