



CITY OF SAINT PAUL

P.O. BOX 901
SAINT PAUL ISLAND, ALASKA
99660-0901
Admin: (907) 546-3110
FAX (907) 546-3188

SHORT TERM OCCUPANCY AGREEMENT

This short term occupancy agreement (“Agreement”), between the City of Saint Paul (“CSP”) and _____ (“Occupant”), is for Occupant’s temporary use of the residence located at _____ on St. Paul Island, Alaska (“Premises”).

1. **Use period:** Occupant is permitted to use the Premises as a temporary residence beginning on _____ at _____ AM/PM (“Check in”) until _____ at _____ AM/PM (“Check out”).

2. **Fee; Security Deposit:** Occupant shall pay \$ _____ to CSP (“Payment Amount”) for its exclusive right to use the Premises between Check-in and Check-out, which reflects a use rate of \$ _____ per day. The Payment Amount shall be paid to CSP at the time of execution of this Agreement, at which time Occupant shall also pay a security and damage deposit (“Deposit”) of \$ _____, which CSP will hold as a creditor and without obligation to remit interest accrued. All or a portion of the Deposit may be retained by CSP in the event Occupant violates this Agreement, but without limiting CSP’s right to collect additional damages as necessary to cure Occupant’s default.

3. **Utilities:** CSP shall provide the following basic services to the Premises: water, sewer, refuse, electric, and internet. Occupant acknowledges that provision of services is subject to interruption beyond the control of CSP, including but not limited to due to natural events and labor troubles. In the event of such a service interruption, Occupant shall inform CSP of the interruption, and in the event such services (excluding internet) are not restored within twenty-four (24) hours, either party may terminate this Agreement as the sole form of recourse and Occupant shall be entitled to a prorated portion of the Payment Amount. Occupant is responsible for any excessive utility use.

4. **Alterations/Appliances/Furniture:** Occupant accepts the Premises in its as-is, furnished condition. Occupant agrees not to do, or cause to be done, any alteration, to the Premises, which shall be returned to CSP in its clean and original condition at the end of the term of the Agreement, excluding normal wear and tear. This Agreement includes the major appliances, and any small appliances, housewares, and/or furniture currently located in the Premises.

5. **Occupant's Obligations:** Occupant agrees to: keep the Premises in a clean and sanitary condition; properly use and operate all electrical, heating, and plumbing facilities, fixtures and appliances, including, but not limited to using due care to prevent water and sewer pipes from freezing and clogging; not intentionally or negligently destroy, deface, damage, impair or remove any part of the Premises, including its fixtures, furnishings, and equipment; not permit any agent, guest or invitee of Occupant, or other person acting under Occupant’s control to do anything Occupant is prohibited from doing with regard to the Premises. Occupant shall inform CSP of any necessary maintenance as soon as reasonably possible. In the event the maintenance required is due to the deliberate or negligent actions of Occupant, any agent, guest or invitee of Occupant, or other person acting under Occupant’s control, Occupant is responsible for reimbursing CSP for the cost of such repair,



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payment of which will be due within ten (10) days of CSP providing Occupant with documentation of the cost of repair.

6. Use of Premises/Number of

Occupants: Occupant agrees to use the Premises in conformity with all laws and follow any reasonable rules and regulations adopted by CSP. Pets are not allowed. Occupant agrees not to smoke and not to allow anyone to smoke anywhere on the Premises, whether inside or outside. Noncompliance with this provision is grounds for immediate termination of this Agreement and forfeiture or all or a part of the retained Deposit depending on the extent of the damage. The following individuals are permitted to stay with Occupant in the Premises:

No more than ____ individuals (including children) shall occupy the Premises as at any given time. This Agreement cannot be assigned.

7. **Termination/Surrender of Premises:** If Occupant terminates this Agreement with written notice to CSP fourteen (14) days prior to the Check-in, 100% of the Payment Amount and Deposit shall be remitted to Occupant. If Occupant terminates this Agreement with written notice to CSP less than fourteen (14) days but more than seven (7) days prior to the Check-in, the Payment Amount shall be returned to Occupant, and CSP will keep the Deposit amount. CSP is entitled to retain the full Payment Amount in the event of a termination by Occupant for any reason with less than seven (7) days' notice prior to Check-in, but will reimburse Occupant for the Deposit. In the event of any reimbursement, the amount remitted shall be less any credit card transaction costs incurred by CSP (if any). CSP is entitled to terminate this Agreement for any reason with fourteen (14) days' notice prior to Check-in. In the event of a breach of this Agreement by Occupant, CSP is entitled to immediate possession of the Premises, notwithstanding CSP's right to retain the full Payment Amount and seek additional damages relating to Occupant's breach. Upon termination of this Agreement, Occupant will immediately surrender the Premises to CSP. CSP will use reasonable efforts to return, at Occupant's sole cost, any of Occupant's possessions remaining in the Premises at the time of termination, but absent agreement by CSP, any personal property remaining after fifteen (15) days from date of termination shall be deemed abandoned and shall be disposed of by CSP in its sole discretion.

8. **Insurance:** CSP shall insure its property against loss at its discretion. Occupant should obtain renter's insurance as its personal property is not covered under any insurance policy held by CSP.

9. **Access:** CSP reserves the right for its agents to access the Premises for the purpose of inspection; repairs, alterations, or improvements; or display the Premises to prospective or actual purchasers or mortgagees. Access shall be at reasonable times with reasonable notice to Occupant (at least twenty-four (24) hours, except in case of emergency or good faith belief of an uncured Occupant default).

10. **Waiver of Liability; Indemnity:** Except to the extent of the negligence or the willful misconduct of CSP, its agents and employees (collectively "CSP Parties"), Occupant will reimburse CSP Parties for and will indemnify, defend, and hold harmless CSP Parties from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or



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causes of action asserted against CSP Parties arising in whole or in part out of or by reason of (i) personal injury (including but not limited to death) or property loss or damage in or on the

Premises, any use of the Premises, or any hidden or apparent defect in the Premises; or (ii) any damage to or loss of any property of Occupant or its agents, employees, and invitees (collectively "Occupant Parties"), whether this damage to or loss of property occurs on the Premises or on any other part of the real property owned by CSP; or (iii) any act, negligence, or fault of Occupant Parties, whether occurring on the Premises or on any other part of the real property owned by CSP. Occupant waives all rights and claims against CSP Parties, for personal injury (including but not limited to death) or property loss or damage occurring anywhere on the real property owned by CSP on which the Premises is located, except to the extent of the negligence or the willful misconduct of CSP Parties. Occupant's reimbursement and indemnity obligations will include, but not be limited to, any and all penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses, reasonable attorneys' fees, and other expenses, and will survive the expiration or other termination of this Lease.

11. **Non-waiver; Law:** No waiver by CSP of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Occupant of the same or any other provision. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision. Any lawsuit arising relating to this Agreement shall be brought in a court of competent jurisdiction in Anchorage, Alaska. Captions are for convenience only and do not substantively modify any term of this Agreement. This Agreement may be signed in counterparts and electronically, which if executed and delivered in such manner will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead.

12. **Exemption:** Occupant acknowledges that this Agreement is for short-term use (i.e. transient occupancy) of the Premises, warrants and represents that Occupant does not intend to make the Premises their residence or household, and agrees that this Agreement is **exempt and not subject to the requirements of the Alaska Uniform Residential Landlord & Tenant Act (AS 34.03.330).**

Signatures on next page.



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By signing below, CSP and Occupant each acknowledge that they have carefully reviewed the terms and

conditions of this Agreement and agree to be bound by the same.

OCCUPANT:

Date: _____

By: _____

Printed Name: _____

Phone Number: _____

Home Address: _____

CITY OF SAINT PAUL:

Date: _____

By: _____

Monique Baker, City Clerk