

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA
AT Seward

Seward Properties
Plaintiff,
vs.
Erika Noll & all other
occupants
Defendant.

CASE NO. 3SW-26-00024CI CI

SUMMONS
FORCIBLE ENTRY AND DETAINER
[Not valid without court seal]

To: Erika Noll, Defendant. You are summoned and required to do the following:

1. Appear for a hearing to determine whether you should be evicted from the premises (the rental property) described in the attached complaint.

Hearing Date and Time: 6/11/2026 @ 10:00am

Court Address: 410 Adams St. Seward, AK 9966 Courtroom: 209

AND

2. File a written answer to all other claims made in the attached complaint **within 20 days** after the date this summons was served on you. An answer form (CIV-735) and instructions (CIV-720 booklet) are available from your local court clerk and on the court system's website at <https://courts.alaska.gov/forms/index.htm>.

Within the same 20-day time limit, you must also serve a copy of your answer on:

Plaintiff's attorney or plaintiff (if unrepresented): Wayne G. Dawson

Address: Dawson Law Group, LLC, P.O. Box 244965
Anchorage, AK 99524 (907) 277-3995

If you do not file a **written** answer, the court may enter a default judgment against you for the relief asked for in the complaint. This may include back rent, payment for damages done to the property, and the costs of bringing this court case.

AND

3. If you do not have an attorney, tell the court and all other parties in this case, in writing, of your current mailing address (and email address, if you want to receive court papers by email). If there are any changes to your contact information after you file your answer, file *Notice of Change of Contact Information* (form TF-955). This form is available from the court clerk or online at the website above. The court and the plaintiff will send documents to your most recent mailing address or email address on file. This may include notices of hearings, court orders, judgments, etc. If you do not update your contact information, you may not receive these important papers.

OR

If you have an attorney, your attorney must comply with Alaska R. Civ. P 5(i).

This case has been assigned to Judge TBD / Master Christina Teaford. For the eviction hearing only, the case may be assigned to a different judge.



06/01/2026

Date

CIV-105 (3/23)
SUMMONS - FORCIBLE ENTRY AND DETAINER

CLERK OF COURT

Dawn M. Osenka

Deputy Clerk

D. OSENGA - CHIEF DEPUTY CLERK I

Civil Rules 4, 5, 12, 55, and 85



Eviction - Summons

Information Sheet

Your landlord has started a court case to evict you. The court has scheduled a hearing for your court case. At this hearing, the judge will decide if you need to move out. The landlord has sent you a Complaint and Summons.

- The Complaint tells you the reason the landlord wants to evict you and if the landlord claims you owe them money (such as for back rent or damage to the property).
- The Summons tells you when and where your eviction hearing will be and the time you have to file a written Answer to the landlord's claims.

Act



Do not ignore your eviction case.

If you do not do anything, you will probably lose your case.

But you have options:

- Talk to your landlord and try to work out an agreement,
- Move out and tell your landlord that you moved out, or
- Go to court for all your hearings and tell the judge your side.

Learn



It is always a good idea to get legal information and advice.

Get free legal information from the court's webpage: visit ak-courts.info/housing or scan the QR code.



Get free legal advice from volunteer lawyers with Alaska Legal Services Corporation's (ALSC) Landlord-Tenant Helpline:

855-743-1001 Monday – Thursday
6:00 p.m. – 8:00 p.m.

If you think you may qualify for ALSC services, apply at 888-478-2572 or alsc-law.org/apply-for-services

Get Help



Alaska 211 can help connect you with available local resources that best fit your needs.

- Food
- Housing assistance
- Job training
- Health insurance
- Public benefits
- Mental health services
- Legal assistance
- Child care
- and more



call 2 - 1 - 1
800-478-2221



Alaska211.org



Alaska211@ak.org

Wayne G. Dawson (9511056)
DAWSON LAW GROUP, LLC
P.O. Box 244965
Anchorage, AK 99524
Ph. (907) 277-3995
Fax. (907) 277-3991
Email: wdawson@dawsonlaw-ak.com
Counsel for Plaintiff

IN THE DISTRICT COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT SEWARD

SEWARD PROPERTIES,)
)
Plaintiff,)
)
vs.)
)
ERIKA NOLL and all other occupants,)
)
Defendants.) 3SW-26-00024CI
)
) Case No. 3SW-26-00024 CI

**ORDER GRANTING MOTION IN SUPPORT OF SERVICE BY
POSTING ON FIRST ATTEMPT**

Based upon Plaintiff's Motion for Service by Posting and good cause
having been shown,

IT IS HEREBY ORDERED that service upon defendant Erika Noll shall
be accomplished by posting on the first attempt in the event that the Defendant is
not there or does not answer the door a Notice/Summons on the door of the
premises located 1805 Swetmann, Unit 4, Seward, Alaska 99664 for service upon the
defendant for purposes of the hearing for possession at least 7 days before the
hearing. An Affidavit of Posting or a Return of Service shall be filed evidencing

Order Granting Motion for Service by Posting, Page 1
Seward Properties v. Erika Noll, Case No. 3SW-26-_____ CI

Dawson Law Group, LLC.
Attorneys at Law
P.O. Box 244965
Anchorage, AK 99524
Tel. 907-277-3995
Fax 907-277-3991

said posting. A copy of the Motion to Post shall also be mailed, regular mail to the defendant at 1805 Swetmann, Unit 4, Seward, Alaska 99664.

Dated: 06/01/2026



JUDGE OF THE DISTRICT COURT

Certificate of Service

I hereby certify that the foregoing was served on May 20, 2026, by U.S. Mail upon:

Erika Noll
1805 Swetmann, Unit 4
Seward, Alaska 99664

/s/ Wayne G. Dawson

Dawson Law Group, LLC.
Attorneys at Law
P.O. Box 214965
Anchorage, AK 99524
Tel. 907-277-3995
Fax 907-277-3991

Wayne G. Dawson (9511056)
DAWSON LAW GROUP, LLC
P.O. Box 244965
Anchorage, AK 99524
Ph. (907) 277-3995
Fax. (907) 277-3991
Email: wdawson@dawsonlaw-ak.com
Counsel for Plaintiff

IN THE DISTRICT COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT SEWARD

SEWARD PROPERTIES,)	
)	
Plaintiff,)	
)	
vs.)	
)	
ERIKA NOLL and all other occupants,)	3SW-26-00024CI
)	
Defendants.)	
_____)		Case No. 3SW-26-_____ CI

**MOTION AND MEMORANDUM IN SUPPORT OF SERVICE BY
POSTING ON FIRST ATTEMPT**

COMES NOW the Plaintiff Seward Properties, by and through its counsel of record, and hereby moves this Court for an order to complete service by posting. Plaintiff is the owner/manager of record of that certain property located at 1805 Swetmann, Unit #4, Seward, Alaska 99664. Defendant is residing in and considered a tenant in said premises. Defendant's lease terminated and Defendant has failed to vacate the premises.

The hearing for Forcible Entry and Detainer actions are scheduled on shortened time and, due to the fact that there are presently no process servers operating in Seward, Alaska, and that Plaintiff will have to have a process service come all the way from

Dawson Law Group, LLC.
Attorneys at Law
P.O. Box 244965
Anchorage, AK 99524
Tel. 907-277-3995
Fax 907-277-3991

Anchorage, Alaska or Kenai, Alaska and the resulting high cost of service and/or multiple service attempts, Plaintiff requests that in the event that Defendant is not home when the Process server arrives at the unit, that he/she be allowed to complete service by posting on the premise's door on the first attempt.

DATED this 20th day of May 2026.

DAWSON LAW GROUP, LLC
Counsel for Plaintiff

By: /s/ Wayne G. Dawson
WAYNE G. DAWSON
AK Bar No. 9511056

Certificate of Service

I hereby certify that the foregoing was served on May 20 2026, by U.S. Mail upon:

Erika Noll
1805 Swctmann, Unit 4
Seward, Alaska 99664

Dawson Law Group, LLC.
Attorneys at Law
P.O. Box 244965
Anchorage, AK 99524
Tel. 907-277-3995
Fax 907-277-3991

 /s/ Wayne G. Dawson

7. Defendant owes Plaintiff for

past due rent of \$_____ and further rent to the date Defendant vacates the premises.

other damages, in an amount to be proved in court, not to exceed:
[Check only one of the following boxes.]

- \$1,000 (one thousand dollars)
- \$5,000 (five thousand dollars)
- \$_____ (specify other amount)

Type or nature of other damages:

Plaintiff asks for the following relief: *[Check all that apply.]*

- A. Judgment for possession, restoring the property to Plaintiff
- B. Issuance of a writ of assistance
- C. Judgment for rent due
- D. Judgment for other damages set forth above
- E. Judgment for costs and attorney fees in this action

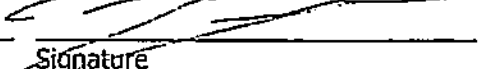
Required Attachments: *[Check all boxes to verify that you attached the document.]*

- Copy of the notice to quit
- Affidavit of Compliance with 30-Day Notice Requirement, form CIV-731
- Information Sheet (Eviction Case), form CIV-732

NOTICE: If all of the following are true:

- this case has been pending for more than 180 days from the date the complaint was filed, and
- no further trial or hearing is scheduled to take place in the case, and
- no application for default judgment has been filed,

then the court may dismiss this case for want of prosecution without further notice or order. If this happens, a party has the right to reopen this case no later than one year after dismissal by making a request to the court clerk in writing.

Wayne G Dawson (9511056)		5/20/2026	
Print or Type Name	Signature	Date	
PO Box 244965, Anchorage, AK 99524			
Mailing Address	City	State	ZIP
wdawson@dawsonlaw ak.com	907 277 3995		
Email	Phone		

By providing an email address, I agree that the court and other parties can email me court documents in this case.

NOTICE TO QUIT
EVICTION FOR VIOLATION OF RENTAL AGREEMENT

To Tenant: Erika Noll
at rental unit address: 1805 Sweetmann Unit #4
Seward, AR 99664

Violation: You breached your rental agreement or housing law in these important ways:
Failure to vacate - you have failed to vacate the rental premises upon expiration of your lease agreement.

Remedy: You can fix the violations listed above by doing the following:
No remedy - the lease has ended and tenant is not allowed to renew. lease ended April 30, 2026

Violations must be fixed by: Date: May 15th Time 3:00 p.m.
[This date must be at least 10 days after the Landlord gives this Notice to the Tenant.]

If you do not fix the violations or move out by the date and time in this section, I may start a court case to evict you.

No Remedy: This is the second Notice for the same violation in six months. You must move out by Date: Time: a.m. p.m.
[This date must be at least 5 days after the Landlord gives this Notice to the Tenant.]

You cannot fix the violation. If you do not move out by the date and time listed in this section, I may start a court case to evict you.

Owner/Property Manager

Signature: Allison L Pike Date: 5/5/2026
Print Name: Allison L. Pike Print Title: Licensed Property

Landlord's Record of Service

Instructions: Give a copy of this Notice to the Tenant one of the ways listed below. Keep this original and fill out the section below after you give the Tenant a copy. If the Tenant signs, it must be on the original version that you keep.

On 5/5/2026 at 2:45 p.m.

Tenant acknowledges getting this Notice: Tenant Signature

I personally gave a copy of this Notice to the Tenant: Tenant Name

I tried to give a copy of this Notice to the Tenant named above. I knocked on the door, and no one answered. I believed the Tenant was absent, so I securely taped the copy of this Notice to the front door of the rental unit.

I mailed the Tenant a copy of this Notice by registered or certified mail. I have the return receipt.

5/5/2026 Allison L Pike Allison Pike
Date Signature Print Name

ATTACH ORIGINAL TO COMPLAINT IF YOU FILE AN EVICTION CASE

RESIDENTIAL LEASE/RENTAL AGREEMENT

This Agreement made this ____ day of 4/15/2024, _____, _____, by and between:

Landlord: Askinuk Corporation
Address: c/o Seward Properties
PO Box 1466
Seward, AK 99664

and
Tenant: Erika Noll

In consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Landlord’s Representative

Tenant is hereby notified and acknowledges that Seward Properties is authorized to manage the Premises on behalf of Landlord, and to act for and on behalf of Landlord for the purposes of collecting Rent, receiving service of process notices and demands, and enforcing the terms and conditions of this Agreement.

2. Premises

1805 Swetmann #4
Seward, Alaska 99664 (the “Premises”)

Landlord hereby leases to the Tenant the above Premises upon the following terms and conditions.

3. Term

The duration of this Agreement shall be one year, commencing on the 15th day of April, 2024 and terminating April 30th, 2025 (the “Term”).

If no hold over Agreement is made in writing and the Tenant stays at the Premises past the expiration date of this Agreement, then by signing this Lease the Tenants are accepting notice in advance that they will be considered Trespassers and will be liable for up to 1.5 x damages when taken to court. No further notice of termination of tenancy will need to be delivered when this lease is signed and the Tenant acknowledges the Term of the Agreement.

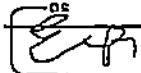
4. Rent

Rent for the Premises shall be One Thousand Three Hundred Thirty-Five DOLLARS (\$1335.00) per month which Includes thirty-five DOLLARS (\$35.00) tax to be paid in advance on or before the first (1st) day of each month without demand or notice therefor.

Rent checks shall be made to “Seward Properties”.

Rent should be dropped off at the Seward Properties office at 437 4th Avenue, Seward, AK unless instructed otherwise. If mailed, they should be sent to Seward Properties, PO Box 1466, Seward, AK 99664 and have to arrive by the 1st of the month.

Each monthly Rent payment shall be paid by one check, or money order per month. Payment can be made online If applicable. Cash will not be accepted under any circumstances. All Rent and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address hereinbefore set out, or such other address as the Landlord may from time to time designate in writing to the Tenant. If Rent payments are being sent by regular mail, Tenant is responsible for ensuring

Initials: 

that such payments are mailed with sufficient time to allow delivery by the 1st day of the month. If any Rent payment is hand delivered to the Landlord, Tenant should request a receipt from the Landlord as confirmation. We also have an online payment option. You will receive an email with a link to set up your account. This is for rent only. The security deposit will need to be paid by check, cashier's check, or money order.

Partial rental payments may be refused at the option of the Landlord. If all rent is not paid on or before the fifth (5th) day of the calendar month, the Tenant shall be charged a late fee of FIFTY DOLLARS (\$50.00). In addition, the Tenant agrees to pay an administrative charge of TWENTY-FIVE DOLLARS (\$25.00) for each NSF check, i.e. any check returned by the bank for non-sufficient funds. Late fees may be waived, at the Landlord's option, if Tenant notifies the Landlord at least 14 days prior to the due date for a Rent payment and the parties mutually agree to an alternate payment date.

In the event of a month-to-month tenancy, Landlord shall not increase the Rent hereunder without providing Tenant thirty (30) days prior written notice of such increase.

5. Sales Tax

There is, levied by the Kenai Peninsula Borough, a consumer's sales tax of up to 3 percent maximum rate on all retail sales, on all rents, and on all services made or rendered within the borough, measured by the gross sales price of the seller. In addition to the tax levied by the borough, any municipality within the borough may levy a consumer's sales tax as provided by Alaska Statute which shall be reported, collected, and enforced according to the Statute. The sales tax referred to shall be applied only to the first \$500.00 of each separate sale, rent or service transaction.

The sales tax rate is 4% for the City of Seward and 3% for KPB for a combined rate of 7%. This tax will be applied in addition to your total monthly rent and shall be paid along with the monthly rent in one check, money order or direct deposit. Because of the tax cap, any rent over \$500 per month will only be charged an additional \$35 tax fee per month rather than the full 7%.

6. Security Deposit

A security deposit of One Thousand Five Hundred DOLLARS (\$1500) shall be collected from Tenant. Tenant agrees that they may be evicted for not keeping to the terms and provisions of this Agreement. The deposit shall be held by the Landlord as security against loss from damage, nonpayment of rent, or any other breach of this Agreement by Tenant. Landlord shall deposit the security deposit in a non-interest bearing account for the Term of this Agreement, and shall promptly return the security deposit, or unused portion thereof (if any) within fourteen (14) days of the Tenant vacating the Premises.


Apartments will be cleaned professionally before Tenants move in (carpets and general cleaning). Likewise, when Tenants move out, apartments will again be professionally cleaned. The cost for the carpet and apartment cleaning for each unit will be billed to the Tenant at the end of the Agreement and will be accompanied with receipts to prove services rendered.

Any damage beyond normal wear and tear, plus the above cleaning costs, may be assessed against the security deposit. This is to ensure a standard of cleanliness for all apartments upon move in and move out.

It is expressly understood that Tenant shall not direct the Landlord to apply the security deposit as unpaid Rent or other charges during the Term of this Agreement.

7. Occupancy & Use of Premises

Occupancy of the Premises is limited solely to the individuals listed below: Erika Noll and her two teenagers

Initials:  2

No person(s) other than those listed above shall occupy the Premises for a period of more than 15 days without the prior written consent of the Landlord. Tenant shall report any anticipated change in occupancy for the approval of the Landlord as soon as reasonably possible, and in any event at least 30 days prior to such change.

The Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

8. Non Smoking Policy

Due to the increased risk of fire, and the known health effects of secondhand tobacco smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors. The policy applies to all owners, tenants, guests, and servicepersons. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, Marijuana, or other tobacco product in any manner or in any form including vaping. The tenant might forfeit all or a portion of their security deposit or be subject to eviction for violating the non smoking policy.

9. Utilities & Services

The following utilities and services shall be provided and/or paid for by the party indicated beside each item:

Service / Utility	Provided by	
	Landlord	Tenant
Electricity		Tenant
Gas / heating	Landlord	
Water / sewer	Landlord	
Garbage pick-up	Landlord	
Trash receptacles	Landlord	
Lawn care/snow removal	Landlord	
Smoke detector batteries		Tenant
Light bulb replacements		Tenant

A fuel surcharge will be levied monthly and is calculated on a diesel base line price of \$4.70/gallon at Essential 1 gas station. If on the 28th day of the month, the diesel fuel price is over \$4.70/gallon a \$10 surcharge will be due with the next rental payment; over \$4.80/gallon a \$20 surcharge will be due; over \$4.90/gallon a \$30 surcharge will be due etc. The fuel surcharge shall be capped at \$40/month. All fuel surcharge payments are to be paid to Seward Properties along with monthly rental payment.

Snow Removal Details - Tenants are responsible for snow removal from the walkway and porch in a joint effort with other Tenants. Landlord will pay a contractor to keep the parking area plowed, in cooperation with the Tenants. Cars will need to be moved when the parking lot is being cleared. Snow is piled in the corner between the back of the building and the dumpster. Please do not park there or allow guests to park there in the winter months.

Garbage - Tenants are jointly responsible for maintaining cleanliness around the apartment dumpster and ensuring that the lids stay closed. Complaints from the City will result in a contractor being employed to address the complaints and the charges being split amongst the Tenants.

Initials:  3

10. Appliances & Furnishings

Any furniture, appliance or decoration which is supplied by the Landlord upon move in shall remain on the Premises and be in the same condition upon move out. Any personal item that belongs to the Landlord and was left for the Tenant is the responsibility for the Tenant to provide proper care and use. Any misuse will result in the Tenant paying for the damages or the damaged being assessed against the security deposit.

11. Parking & Storage of Vehicles

The Tenant shall be provided with one parking stall(s), designated as 1805 #4

The Tenant shall park only the following vehicle(s) in the aforementioned parking stall(s):

The Tenant acknowledges and agrees that any vehicle other than the vehicle(s) listed above which is parked in the designated parking stall(s) may be towed away and the cost of such towing will be the responsibility of the vehicle's owner. No vehicles are to be parked in front of or beside the dumpster(s) or in any area designated as a "No Parking" area. Any vehicle found parked in these areas will be towed at the expense of the vehicle owner. All vehicles parked in the parking areas or on the street around the Building must be in working order.

It is the Tenant's responsibility to ensure that the Tenant's family, guests and invitees do not park in areas designated for use by other tenants, or in such locations or in such a manner as to obstruct the vehicles of other tenants.

12. Vehicle Maintenance

Neither the Tenant nor the Tenant's family, guests or invitees shall perform any kind of vehicle maintenance or servicing, including but not limited to oil changes, tune-ups or other maintenance, on or around the Premises or any of the driveways, parking lots, garages and yards adjacent to the Premises. Any vehicle found being serviced shall be subject to immediate towing at the vehicle owner's expense without notice. Habitual servicing of vehicles shall be deemed sufficient reason for eviction.

13. Inventory Inspection Checklist

The Tenant shall inspect the Premises and return a copy of the signed Inventory Inspection Checklist to the Landlord within seven (7) days after taking possession of the Premises. Tenant understands and agrees that failure to return the Inventory Inspection Checklist within the 7-day period will constitute the Tenant's acceptance and confirmation that the Premises are in good, clean, tenantable condition with no damage. If the Tenant fails to inspect the Premises before taking possession, or fails to make a written request of repairs prior to taking possession, the Tenant agrees to accept the Premises AS IS with no representations or warranties expressed or implied.

14. Keys

Tenant hereby acknowledges receipt of the following keys to the Premises: *front door key*. Tenant agrees to pay the actual costs of replacing the locks in the event that any keys are lost, stolen, broken or not returned when Tenant vacates the Premises.

15. Pets

No pets or animals of any kind will be permitted on the Premises without the written consent of the Landlord. Any violation of this clause will be considered a breach of this Agreement and shall immediately give the Landlord the right to declare the Tenant in default. If any other pet is found on the premises (even if it is just there temporarily) without written consent of the Landlord, the Tenant will be charged a \$500.00 damage fee and the pet shall be removed from the premises immediately.

Initials: _____ 

16. Landlord's Right of Entry

The Landlord reserves the right at all times to enter the Premises without notice or consent in the case of an emergency. The Landlord reserves the right, upon twenty-four (24) hours' notice to Tenant and during reasonable hours, to enter the Premises for making inspections, repairs, alterations, or improvements, to supply necessary or agreed services, or to show the Premises to potential or actual tenants, purchasers, mortgagees, workmen or contractors, and Tenant shall not unreasonably withhold consent to such entry. If Tenant refuses to allow Landlord lawful access to the Premises, the Landlord may obtain injunctive relief to compel access or terminate this Agreement.

17. Smoke Detectors

The Tenant acknowledges that he/she has inspected the smoke detectors on the Premises and found them to be in good working order. Tenant shall be responsible for testing the smoke detectors once a week to ensure that the smoke detectors and batteries are in good working order. It is the Tenant's responsibility to replace the batteries as required. SMOKE DETECTORS SHALL NOT BE DEACTIVATED OR BATTERIES REMOVED BY TENANT. Tenant shall notify the Landlord in writing if any smoke detector is in need of repair.

18. Obligations of Tenant

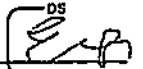
The Tenant shall:

- (a) maintain the Premises in a clean and sanitary condition;
- (b) dispose of all trash and other waste in a clean and safe manner;
- (c) use all electrical, plumbing, heating, air conditioning and other services, facilities and appliances in a safe, reasonable and energy-efficient manner;
- (d) not intentionally or negligently damage, impair, destroy or remove all or any part of the Premises, furnishings, appliances, fixtures or appurtenances belonging to the Landlord;
- (e) not engage in conduct, or allow any of Tenant's guests or invitees to engage in conduct, which is noisy or may be disturbing to other tenants or neighbors;
- (f) make no alterations, repairs or renovations to the Premises without the express written consent of the Landlord;
- (g) not sublet the Premises, assign this Agreement or transfer possession of the Premises without the express prior written consent of the Landlord;
- (h) give prior written notice to the Landlord if Tenant and the other occupants will be absent from the Premises in excess of seven (7) days.

19. Repairs & Maintenance

Tenant shall not make any repairs without the express prior written consent of the Landlord. Tenant agrees to give the Landlord prompt notice of necessary repairs. The Landlord will make all necessary interior and exterior repairs to the Premises in a timely manner, to keep the Premises in a tenantable condition as prescribed by local or state housing ordinances. The Landlord shall commence repairs or cause repairs to be commenced to heating, plumbing or electrical failures within twenty-four (24) hours of receiving a request from the Tenant for such repairs. Tenant hereby agrees to pay for any repairs beyond normal wear and tear caused by the Tenant, Tenant's family, guests or invitees.

The Tenants are responsible for maintaining drains. If a bathtub or kitchen sink drain is clogged because of Tenant use (i.e. hair, food scraps), then the Tenant is responsible for having that fixed.

Initials: _____  5

Sewer systems are sensitive to items placed in them. DO NOT flush anything except toilet paper and human waste. Absolutely no paper towels, wipes, or feminine care products may be flushed down toilets.

20. Disturbances, Illegal Activities, Violations of Ordinances

The Tenant is responsible for the conduct of family members, guests and invitees. Violation of local housing ordinances and disturbances to neighbors will not be tolerated. If local law enforcement authorities are needed to enforce ordinances or control noise, the Tenant may be subject to eviction.

The Tenant shall not engage in conduct or allow any family member, guest or invitee on the Premises with expressed or implied permission to engage in conduct which is hazardous, dangerous or unlawful. In the event the Tenant or any invitee of the Tenant is convicted or diverted for a criminal offense occurring in or around the Premises, the Landlord shall have the right to terminate this Agreement immediately. Violation of this clause shall not only be a breach of this Agreement, but, in addition, the Tenant agrees to reimburse Landlord for any damages Landlord suffers by reason of any such violation.

21. Indemnification of Landlord

Tenant shall indemnify Landlord and its Manager (each an "Indemnitee") from and against each and every demand, suit, action, proceeding, claim, obligation, liability, cost, fee, award, penalty and judgment (each a "Claim"), which in any way arises out of, results from, or is based upon, in whole or in part, any act, omission, error or conduct in, on or about the Premises (each an "Occurrence") by Tenant, or any other person in, on or about the Premises with the express or implied consent of Tenant. Tenant shall, at its expense, defend each such Indemnitee against each such Claim which in any way arises out of, results from or is based upon any such Occurrence, regardless of its merit or lack of merit. Each such defense and indemnity obligation shall survive the expiration or sooner termination of this Agreement for any reason.

22. Tenant's Insurance

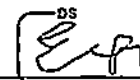
The Tenant understands and acknowledges that the Landlord's insurance coverage does not insure against loss or damage of Tenant's personal property on the Premises due to fire, theft, vandalism or other causes. Any losses incurred by Tenant shall be borne entirely by Tenant, and Tenant shall not hold or attempt to hold the Landlord responsible for any such loss or damage. It is recommended that Tenant obtain renter's insurance to cover Tenant's personal property against loss or damage.

23. Termination

Tenant hereby acknowledges Tenant's obligation to pay Rent for the full Term as set out in Section 3 hereof. If for any reason the Tenant vacates the Agreement early they are responsible for the remainder of the rent for the Term of the Agreement or until a new, qualified renter is found. Any Tenant vacating a Lease early, whether by their own choice or because they violated a term on this Agreement, will be responsible for paying the replacement fee for finding a new renter (if the Owner has charges related to hiring a property manager to find a new renter) which is 50% of one full month's rent - in addition to the rent owed. This cost can be taken out of the security deposit.

Upon termination of this Agreement, Tenant shall surrender the Premises in as good a condition as it was in when Tenant took possession, normal wear and tear excepted. All keys, and any copies made of such keys, must be returned upon Tenant's vacating the Premises. Failure to return the keys at such time will result in Tenant being charged Rent on a daily prorated basis until all keys are returned or the locks changed, and the actual charges for such lock replacement will be deducted from the security deposit.

Initials: _____



24. Extended Absences by Tenant

Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven (7) or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the Premises and inspect for needed repairs. If such absences are customary and frequent, Tenant agrees to provide Landlord with a schedule outlining the expected frequency and duration of Tenant's extended absences throughout the term of this Lease.

The Tenant is responsible for having someone check on the Property regularly while they are out of town. It is not the responsibility of the Landlord to check on the Property. The Tenant shall supply contact information for the house sitter to the Landlord and vice versa in case of emergency. The Tenant may be held liable for damages that occur on the property due to lack of having someone check it regularly when out of town.

25. Abandonment

Abandonment shall be defined as the absence of the Tenant from the Premises for a period of seven (7) or more consecutive days while rent or any monies owing remain unpaid. In such event, Tenant will be considered in default of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease and/or applicable law, except in the case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the Premises and terminate this Lease without notice to Tenant.

26. Default in Payment of Rent

If Tenant shall default in the payment of Rent when due, a seven (7) Demand for Rent Notice shall be issued. If Tenant fails to pay the Rent within the time specified in the Notice, the tenancy will terminate and the Landlord may seek a court order to immediately recover possession of the Premises. No second Demand for Rent Notice will be given.

27. Breach of Agreement

If Tenant shall fail to keep or perform any of the covenants or agreements herein contained, the Landlord may deliver written notice giving Tenant ten (10) days to cure the breach, failing which this Agreement will terminate in twenty (20) days and Landlord may seek a court order to recover possession. If Tenant fails to exercise due care and substantially the same breach occurs within six (6) months of the first occurrence, the Landlord may terminate the Agreement upon giving Tenant five (5) days written notice. Tenant acknowledges and agrees that this provision constitutes a continuing demand for Rent on the first (1st) day of each month during which it remains in effect.

28. Miscellaneous Provisions

- a) The State of Alaska requires the registration of sex offenders residing within the State of Alaska (AS 12.63.010). As a tenant it is your responsibility to independently investigate and verify for yourself the acceptability of a property with respect to these issues (AS 34.70.050). www.dps.state.ak.us
- b) *Amendments:* This Agreement may not be modified or amended except in writing and executed by both of the parties.
- c) *Jurisdiction:* The parties agree that if any legal action pertaining to the enforcement of this Agreement or any of its provisions is initiated by any party to the subject Lease, the jurisdiction and venue for said action shall lie exclusively with the Courts of the Third Judicial District for the State of Alaska.

Initials: _____



- d) *Entire Agreement:* This Agreement shall constitute the entire agreement between the parties hereto, and no other agreement unless in writing and signed by the parties hereto shall be binding upon the parties with respect to the subject Premises. If the Landlord, its agents or employees have made any representations or promises with respect to any part of the Premises, the same shall not be valid unless reduced to writing and incorporated herein.
- e) *Obligations Joint and Several:* In the event the Premises is rented to one or more individuals as the Tenant hereunder, each of the individuals shall be jointly and severally liable for the entire rent due and the performance of the terms and conditions of this Agreement. Each individual Tenant understands and acknowledges that there is joint and several responsibility with respect to the Premises and, accordingly, must exercise responsibility to see that the Premises is maintained in good order and repair and that the rental account is kept current.
- f) *Severability:* In the event any provision of this Agreement shall be held invalid, such provisions shall be deemed severable and the remaining provisions hereof shall remain in full force and effect.
- g) *No Waiver:* No delay or failure on the part of the Landlord in insisting upon the strict performance of the terms hereof or in exercising any remedy or right under this Agreement shall operate as a waiver of such remedy or right.

29. Notices

All notices required or permitted to be given pursuant to this Agreement shall be delivered by hand to the party for which it is intended, or sent by regular mail to the party to the address for the party as set out in the preamble of this Agreement or to such other address as either party may stipulate by notice to the other.

4/15/2024
Date

DocuSigned by:
By: Allyson Pike
Allyson Pike, Landlord's Property
Manager/Authorized Agent - Seward Properties

4/15/2024
Date

DocuSigned by:
[Signature]
Erica [Signature]

Initials: _____

Tenant: (Please put all contact information down):

Telephone numbers: (907)545-5071

Email Address: Ecnol1324@gmail.com

Mailing Address: POBOX 1227 Seward AK
99664-1227

Emergency Contacts names and numbers: Jonah No11
(914)588-8747

Initials: _____



ALASKA REAL ESTATE COMMISSION CONSUMER DISCLOSURE

This Consumer Disclosure, as required by law, provides you with an outline of the duties of a real estate licensee (licensee). This document is not a contract. By signing this document you are simply acknowledging that you have read the information herein provided and understand the relationship between you, as a consumer, and a licensee. (AS 08.88.600 – 08.88.695)

There are different types of relationships between a consumer and a licensee. Following is a list of such relationships created by law:

Specific Assistance

The licensee does not represent you. Rather the licensee is simply responding to your request for information. And, the licensee may "represent" another party in the transaction while providing you with specific assistance.

Unless you and the licensee agree otherwise, information you provide the licensee is not confidential.

Duties owed to a consumer by a licensee providing specific assistance include:

- a. Exercise of reasonable skill and care;
- b. Honest and good faith dealing;
- c. Timely presentation of all written communications;
- d. Disclosing all material information known by a licensee regarding the physical condition of a property; and
- e. Timely accounting of all money and property received by a licensee.

Representation

The licensee represents only one consumer unless otherwise agreed to in writing by all consumers in a transaction.

Duties owed by a licensee when representing a consumer include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally take actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to a consumer;
- d. Advising a consumer to seek independent expert advice if a matter is outside the expertise of a licensee;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Making a good faith and continuous effort to accomplish a consumer's real estate objective(s).

Neutral Licensee

A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction but does not "represent" either consumer. A neutral licensee must, prior to providing specific assistance to such consumers, secure a Waiver of Right to be Represented (form 08-4212) signed by both consumers.

Duties owed by a neutral licensee include:

- a. Duties owed by a licensee providing specific assistance as described above;
- b. Not intentionally taking actions which are adverse or detrimental to a consumer;
- c. Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
- d. If a matter is outside the expertise of a licensee, advise a consumer to seek independent expert advice;
- e. Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- f. Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property if different than what a consumer has offered or accepted for a property.

If authorized by the consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist consumers in reaching an agreement.

Designated Licensee

In a real estate company, a broker may designate one licensee to represent or provide specific assistance to a consumer and another licensee in the same office to represent or provide specific assistance to another consumer in the same transaction.

3SW-26-00024CI

ACKNOWLEDGEMENT:

I/We, Erika Noll have read the information provided in this Alaska Real Estate
(print consumer's name(s))

Consumer Disclosure and understand the different types of relationships I/we may have with a real estate licensee. I/We
understand that Allyson Pike of Seward Properties
(licensee name) *(brokerage name)*

will be working with me/us under the relationship(s) selected below.

(Initial)

Specific assistance without representation.

E N Representing the Seller/Lessor only. (may provide specific assistance to Buyer/Lessee)

Representing the Buyer/Lessee only. (may provide specific assistance to Seller/Lessor)

Neutral Licensee. (must attach Waiver of Right to be Represented, form 08-4212)

Date: 4/15/2024

DocuSigned by:
Signature: Allyson Pike
(Licensee) 07122024 Allyson Pike

Date: 4/15/2024

DocuSigned by:
Signature: Erika Noll
(Consumer) 07122024 Erika Noll

Date: _____

Signature: _____
(Consumer)

THIS CONSUMER DISCLOSURE IS NOT A CONTRACT

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA
AT SEWARD

SEWARD PROPERTIES

Plaintiff(s),

vs.

ERIKA NOLL

Defendant(s).

3SW-26-00024CI

CASE NO.

**AFFIDAVIT OF COMPLIANCE WITH 30-DAY NOTICE REQUIREMENT
FOR CERTAIN COVERED PROPERTIES (15 USC § 9058)**

I, ALLYSON PIKE [name], swear or affirm that the following facts are true to the best of my knowledge:

- 1. I am the plaintiff. an authorized agent of the plaintiff.
- 2. The plaintiff is bringing an eviction case on the following property, which the plaintiff owns:
1805 SWETMANN, APT. 4, SEWARD, AK 99664

- 3. The plaintiff wants to evict the defendant(s) for
 - not paying rent. [Go to section 4]
 - a reason other than not paying rent, which is:
LEASE TERMINATED.

[Go to section 7 – add any additional information you want the judge to know.]

- 4. Does the plaintiff have a "federally backed mortgage loan" or a "federally backed multifamily mortgage loan" on this property?
 - Yes, the plaintiff has a loan that is
 - made, insured, guaranteed, supplemented, or assisted by any officer or agency of the federal government (including HUD, FHA, USDA, or the VA).
 - purchased or secured by Freddie Mac or Fannie Mae.

[A plaintiff with one of these loans may not start an eviction case for failure to pay rent without first giving the tenant 30 days' notice to leave the property. Include the date of your notice in section 6.]
 - No.

5. Is the property listed in section 2 "covered" housing under one of the following programs?

- Public housing
- Section 8 Housing Choice Voucher program
- Section 8 project-based housing
- Section 202 housing for the elderly
- Section 811 housing for people with disabilities
- Section 236 multifamily rental housing;
- Section 221(d)(3) Below Market Interest Rate (BMIR) housing
- HOME
- Housing Opportunities for Persons with AIDS (HOPWA)
- McKinney-Vento Act homelessness programs
- Section 515 Rural Rental Housing
- Sections 514 and 516 Farm Labor Housing
- Section 533 Housing Preservation Grants
- Section 538 multifamily rental housing
- Low-Income Housing Tax Credit (LIHTC) housing
- Rural housing voucher program under section 542 of the Housing Act of 1949

Yes, this property is "covered" housing.
[If the property is "covered" housing, the plaintiff may not start an eviction case for failure to pay rent without first giving the tenant **30 days' notice** to leave the property. Include the date of your notice in section 6.]

No.

6. Check this box if the answer to the question in section 4 or 5 is "yes". The tenant must get 30 days' notice to leave the property before the plaintiff can file a forcible entry and detainer (eviction) case.

Date the tenant was served with a notice to quit: _____

7 Other Information:

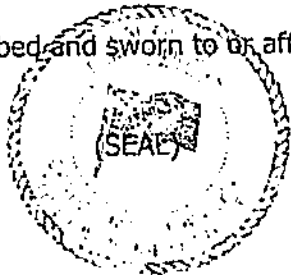
[Wait to sign this affidavit until you are in front of a notary public. The court clerk can do this for you for free. Bring a valid photo ID with you. If you do not have access to a notary or a court clerk, or if you do not have ID, attach "Self-Certification" (form TF-835) to this affidavit.]

Allyson Pike
Signature

ALLYSON PIKE, MANAGER

Print or Type Name (and Title, if applicable)

Subscribed and sworn to or affirmed before me at Seward on 5/20/20



[Signature]
Court clerk, notary public, or other person authorized to administer oaths. My commission expires: Wolfe