



North Slope Borough School District
PO Box 455 Utqiagvik, AK 99723
907-852-4710

2023-2027 LEASE AGREEMENT

By entering into this lease agreement, made on the 1st day of September 2022, between

North Slope Borough School District (NSBSD)

PO BOX 455
Utqiagvik, Alaska 99723
Lease or Tenant.

And

MATUMEAK, JAMES
PO BOX 871326
WASILLA, ALASKA
99687
nuliachiaq@yahoo.com
(907) 538-8972
Lessor(s). or Landlord(s),

Lessor does lease to Lessee the residence situated at **274 PISOKAK ST. UTQIAGVIK, ALASKA 99723** on the following terms and conditions:

Lessor agrees to rent for a **58 month period**: beginning **September 1, 2022** and ending **June 30, 2027** to the Lessee, premises at:

FIVE (5) bedroom house, located at **274 PISOKAK ST. UTQIAGVIK, ALASKA 99723**

Under the following terms and conditions:

1. **RENT**: Lessee agrees to pay monthly rent for said premises **\$3,000** per month to James Matumeak.
 - A. The first lease payment will be paid in one payment on/or before **September 25, 2022** in the amount of **\$30,000.**
 - B. The second lease payment will be paid in one payment on/or before **July 25, 2023** in the amount of **\$36,000.**
 - C. The third lease payment will be paid in one payment on/or before **July 25, 2024** in the amount of **\$36,000.**
 - D. The fourth lease payment will be paid in one payment on/or before **July 25, 2025** in the amount of **\$36,000.**
 - E. The fifth lease payment will be paid in one payment on/or before **July 25, 2026** in the amount of **\$36,000.**



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2. **FIRE INSURANCE AND DAMAGES TO PREMISES:** Lessor shall be responsible for providing fire and property insurance as well as comprehensive liability insurance in the amount of \$1,000,000 for the property. The insurance policies must include a waiver by the insurer of subrogation rights against the Lessee. Lessee shall assume responsibility for insuring personal property owned by the Lessee and located on the premises against fire loss. If the property is destroyed by the fire during any term of this lease, the lease will terminate at that time. If the property is damaged, the Lessee may continue with the lease or terminate the lease at its option. If the Lessor fails to provide fire and liability insurance, the Lessee may provide insurance and deduct the fire and liability insurance cost from any subsequent lease payments. Fire and property insurance as well as comprehensive liability insurance will be reimbursed to the lessor in the approximate amount of \$4,000 annually on or about March 1, beginning March 1, 2023.

3. **UTILITIES:** Lessee shall be responsible for arranging and paying for all reasonable utility service required on the premises. Lessee reserves the right to ration water, gas, or electricity as the need arises, but Lessee will maintain heat in the building at all times to prevent water pipes from freezing.

4. **MAINTENANCE & REPAIR:** Lessor will be responsible for major repairs and maintenance. For purposes of determining the difference between minor and major maintenance and repairs, it is agreed that any one repair, not lessee caused, with a cost more than \$200 shall be considered major, and thus the responsibility of the Lessor. Lessee will be responsible for minor repairs up to, but not more than 3 such repairs per year (\$600.00 total). If Lessor does not make repairs, for which Lessor is responsible within two weeks then the Lessee may either terminate the lease or make the necessary repairs and charge Lessor for the repairs. Lessee may reduce subsequent rent payments to cover Lessee's expenses for the repairs. All repairs performed by the Lessee will be at the NSBSD wage scale (minimum call out is two hours) if NSBSD maintenance crews are unable or unqualified to make such repairs a contractor can be retained to make the repairs and the cost charged by a contractor to make the repairs will be the responsibility of the Lessor. Repairs resulting from actions and/or negligence on the part of the Lessee will be the responsibility of the Lessee. If Lessor fails to make the repairs for, which the Lessor is responsible, Lessee shall be able to terminate the lease after giving Lessor two weeks' notice.



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5. **RIGHT OF INSPECTION:** Lessor and his agents shall have the right at all reasonable times to enter the premises for the purpose of inspecting same. Lessor shall provide Tenant with a 48-hour advance notice prior to exercising this right or access.
6. **ALTERATIONS:** The Lessee will not make any alterations such as painting, adding permanent shelving, changing doors, walls, etc. without prior approval of the Lessor.
7. **USE OF PREMISES:** Lessee agrees that the premises will be used for residential housing.
8. **PETS:** Pets allowed on and in said premises: (NOTE: The term pets do not include fish.)
Dogs & Cats: Dogs Only: Cats Only: Caged Bird:
No Pets:
9. **ASSIGNMENT AND SUBLETTING:** The Lessee may sublet the premises without notification to the Lessor.
10. **DANGEROUS MATERIALS:** Lessee shall not keep or permit to be kept on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **TERMINATION OF LEASE:** This lease may not be terminated before June 30, 2027, except by mutual agreement. Failure of either the Lessor or the Lessee to substantially abide by the conditions of the lease as stated herein shall constitute sufficient cause for the other party to terminate the lease upon thirty (30) days written notice.
12. **REMOVAL OF LESSOR'S PERSONAL PROPERTY:** Lessor agrees to remove all of its personal property before the commencement of the lease period established herein. Any personal property not removed by the lessor will be removed by the lessee and disposed. The lessee will not be responsible to the lessor for the costs of replacement or replacement of any of the lessor's personal property disposed of pursuant to this paragraph.
13. **LESSEE TO TURN OVER THE PROPERTY IN A CLEAN CONDITION:** The lessee shall clean; repair and restore said residence and return the same to the Landlord in its original condition (reasonable wear and tear shall be the exception).



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- 14. **VENUE:** It is agreed that the venue of any legal action brought under the terms of this lease shall be in Barrow, Alaska, in the Second Judicial District. and that this Lease shall be construed according to the laws of the State of Alaska.
- 15. **INTEGRATED AGREEMENT:** This document constitutes the entire agreement between Landlord and tenant.

IN WITNESS WHEREOF, the parties have executed this lease on the day, month, and first year above written.

Attested to _____ Date _____
 by: _____
 Full Name, Lessor: _____
 Federal ID or SSN: _____

Attested to NORTH SLOPE BOROUGH SCHOOL DISTRICT
 by: Lessee
 By: _____ Date _____
 NSBSD Representative: Steve Cropsey