

AMENDMENT TO LEASE AGREEMENT

LANDLORD	HARRY ERICKLOOK	TENANT	NORTH SLOPE BOROUGH SCHOOL DISTRICT
PROPERTY ADDRESS:	356 3 RD AVENUE PAUSANNA ST. NUIQSUT, ALASKA 99789		

This Amendment is made a part of the Residential Lease Agreement (Lease) dated **January 1, 2022** between **Harry Ericklook**, Landlord and **North Slope Borough School District**, Tenant(s) for the Lease Premises located at property address listed above.

This Lease Agreement will be amended as follows:

Increase monthly rent paid for property from \$900 per month or \$10,800 annually to \$1,583.33 per month or \$19,000 annually to align with market pricing. The existing Lease Agreement was executed effective July 1, 2014, and ends June 30, 2029. If approved by the Board of Education, this amendment will begin July 1, 2023.

Except as modified by this Amendment, Landlord and Tenant(s) ratify the Lease and agree that the Lease shall remain unchanged and shall continue in full force and effect. In the event of any conflict between the provisions of the Lease and this Amendment, the provisions of this Amendment will control. From the date of the signature below, and all reference to "Lease" and/or "Lease Agreement" shall mean the Lease as modified by this Amendment.

TENANT SIGNATURE		DATE	
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OWNER SIGNATURE		DATE	
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LEASE AGREEMENT

By entering into this lease agreement, made on the 1st day of July 2014, between

North Slope Borough School District (NSBSD),

PO Box 455

Barrow, Alaska 99723

Lessee or Tenant,

And

HARRY ERICKLOOK

2609 Meadow Larkway

Anchorage, AK 99507

(REDACTED)

Lessor(s), or Landlord(s),

Lessor does lease to Lessee the residence situated at 356 3rd Avenue Pausanna St. Nuiqsut, Alaska 99789, on the following terms and conditions:

Lessor agrees to rent for a 180 month period: beginning July 1, 2014 and ending June 30, 2029 to the Lessee, premises at:

THREE (3) -bedroom apartment, located at
356 3rd Avenue Pausanna St.
Nuiqsut, Alaska 99789

Under the following terms and conditions:

1. **RENT:** Lessee agrees to pay monthly rent for said premises \$ 900.00 per month to

Harry Ericklook.

- a. The first twelve months lease payment will be paid in one payment on/or before July 25, 2014, in the amount of \$ 10,800.
- b. The second twelve months lease payment will be paid in one payment on/or before July 25, 2015, in the amount of \$ 10,800.
- c. The third twelve months lease payment will be paid in one payment on/or before July 25, 2016, in the amount of \$ 10,800.
- d. The fourth twelve months lease payment will be paid in one payment on/or before July 25, 2017, in the amount of \$ 10,800.
- e. The fifth twelve months lease payment will be paid in one payment on/or before July 25, 2018, in the amount of \$ 10,800.
- f. The sixth twelve months lease payment will be paid in one payment on/or before July 25, 2019, in the amount of \$ 10,800.
- g. The seventh twelve months lease payment will be paid in one payment on/or before July 25, 2020, in the amount of \$ 10,800.
- h. The eighth twelve months lease payment will be paid in one payment on/or before July 25, 2021, in the amount of \$ 10,800.

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- i. The ninth twelve months lease payment will be paid in one payment on/or before July 25, 2022, in the amount of \$ 10,800.
 - j. The tenth twelve months lease payment will be paid in one payment on/or before July 25, 2023, in the amount of \$ 10,800.
 - k. The eleventh twelve months lease payment will be paid in one payment on/or before July 25, 2024, in the amount of \$ 10,800.
 - l. The twelfth twelve months lease payment will be paid in one payment on/or before July 25, 2025, in the amount of \$ 10,800.
 - m. The thirteenth twelve months lease payment will be paid in one payment on/or before July 25, 2026, in the amount of \$ 10,800.
 - n. The fourteenth twelve months lease payment will be paid in one payment on/or before July 25, 2027, in the amount of \$ 10,800.
 - o. The fifteenth twelve months lease payment will be paid in one payment on/or before July 25, 2028, in the amount of \$ 10,800.
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 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.
3. **UTILITIES:** Lessee shall be responsible for arranging and paying for all reasonable utility services 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.
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 of 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 does not include fish.)
Dog & 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, 2029 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).
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 year first above written.

Attested to by: Harry Roland Ericklook
FULL NAME, LESSOR

Federal ID or SSN

Witness: Vernetta Marie Erlicklook
Print Name:

Attested to by: North Slope BOROUGH SCHOOL DISTRICT,
LESSEE

By: Steve Cropsey, Director of Maintenance & Operations

Witness: Jill Crooks 07/25/17
Jill Crooks, Special Assistant to the Director