

LEASE  
BETWEEN THE  
CENTRAL COUNCIL OF TLINGIT & HAIDA INDIAN TRIBES OF ALASKA  
AND  
CRAIG CITY SCHOOL DISTRICT

WHEREAS, the Craig City School District (CCSD) is the owner of real, developed property located at \_\_\_\_\_, Craig, Alaska 99921;

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) desires to lease a 1,848 square foot modular building located on the Southwest edge of the Craig Elementary and Middle School campus (“Premises”) for its Head Start operation;

NOW THEREFORE BE IT RESOLVED, that subject to the terms and conditions below, CCSD will lease the Premises to Tlingit & Haida.

1. **Term.** This Lease will commence on May \_\_\_\_, 2021, and terminate on May 31, 2024.
2. **Termination.** This lease may be terminated by either party if the other party fails to comply with any of its obligations under this lease, after being provided 30 days written notice of the non-compliance. Tlingit Haida and CCSD may terminate this lease by providing ninety (90) days written notice.

3. **Notices.** Notices shall be addressed as follows:

Tlingit & Haida Head Start  
ATTN: Christa Green  
9097 Glacier Hwy, Juneau, AK 99801  
[cgreen@ccthita-nsn.gov](mailto:cgreen@ccthita-nsn.gov)  
(907) 463-7153

Craig City School District  
ATTN: Chris Reitan, Superintendent  
PO Box 800, Craig, AK 99921  
[creitan@craigschools.com](mailto:creitan@craigschools.com)  
(907) 360-5229

4. **Rent.** Tlingit & Haida Head Start agrees to pay \$2000 per month for the months of mid-August through May of each school year. The month of August will be pro-rated to the date Head Start moves in. Rent is to be paid in advance, with rent for a given month due by the first day of that month, except that pro-rated rent for August shall be due on the move in date.

5. **Use of the Premises.**

- a. Use of Premises will be an 1,848 square foot modular building at the southwest edge of the Craig Elementary and Middle School (CEMS) campus to include classroom, office, bathrooms, storage, and entry.
- b. The facility will be available to Tlingit & Haida Head Start seven (7) days a week, twenty-four (24) hours a day during the Lease agreement unless the building is closed due to an emergency closure order.
- c. There is no designated parking space for tenants. All parking is open to the public and the parking lot is adjacent to the building.
- d. Tlingit & Haida Head Start will annually consult with the CEMS principal to develop a schedule to utilize the Craig Middle School Gym and Craig Elementary School

Playground to ensure adequate access for Craig Elementary School, Craig Middle School, and Tlingit & Haida Head Start students.

- 6. Quiet Enjoyment.** CCSD covenants that paying the rent and performing the covenants herein contained will entitle Tlingit & Haida to peacefully and quietly have, hold and enjoy the Premises.
- 7. Access.** Tlingit & Haida agrees the CCSD has the right to inspect or examine the Premises during business hours, upon advance written notice, or at any time without notice in the event of an emergency. Tlingit & Haida permits the CCSD to enter and make such repairs, alterations, improvement, or additions to the premises as the CCSD may deem necessary.
- 8. Utilities & Services.**
  - a. Tlingit & Haida will provide janitorial services for the Head Start during occupancy.
  - b. Tlingit & Haida will provide all “operating supplies” to include but not be limited to the following: toilet paper, paper towels, chairs, desks, tables, small appliances, etc.
  - c. CCSD will provide property and liability insurance for the facility.
  - d. CCSD will provide heat, water/sewer, electricity, garbage, computerized preventative maintenance program for all building systems, routine preventative maintenance and periodic preventive maintenance checks for all building systems and emergency maintenance for all building systems.
- 9. Repairs, Maintenance, and Emergency Contact.**
  - a. CCSD will not be liable for any major maintenance or construction improvements to the facility. Major maintenance will be defined as any alteration, expansion, or extension of an existing asset to accommodate a change of function or unmet programmatic needs, or to incorporate new technology. All major maintenance and construction improvements to the facility by Tlingit & Haida will be approved by the CCSD Board of Directors prior to any major maintenance or construction projects commencing.
  - b. Tlingit & Haida may make minor improvements to the facility, in consultation and approval by CCSD’s Director of Maintenance, to meet federal Head Start guidelines as well as to improve the instructional context of the facility to meet the learning needs of Craig Head Start students. Building Improvements to Support the Craig Head Start Instructional Program may include but not be limited to the following: installation of cupboards for storage, modification of bathrooms to meet federal Head Start guidelines, modification of plumbing to include more sinks for sanitization, and similar improvements.
  - c. In case of an emergency contact:
    - i. Zach Scheidecker, CCSD Facilities Director, 907-965-1722
    - ii. Chris Reitan, CCSD Superintendent, 907-360-5229
    - iii. In case of loss of power (electricity) contact Alaska Power and Telephone

**10. Liens.** No liens, indirect or direct, will be permitted on CCSD's property as a result of Tlingit & Haida. Nothing in this Lease will be construed to constitute a consent by CCSD to the creation of any lien. In the event any such lien is filed, Tlingit & Haida will cause such lien to be released within thirty (30) days of the Tlingit & Haida receiving actual notice of such lien, or will certify to CCSD that Tlingit & Haida has a valid defense to such claim and will furnish to CCSD a bond, satisfactory to CCSD, indemnifying CCSD against the foreclosure of such lien.

**11. Environmental Restrictions.** Tenant will not use the Premises for any activities involving hazardous substances, toxic chemicals, such materials or the like. CCSD has no duty to, but may, inspect the premises to ensure compliance with this provision. Any costs associated the use of such materials, including testing for contamination or remediation, properly attributable to the Tenant's use of such materials shall be born by the Tlingit & Haida.

**12. Surrender.** Tlingit & Haida agrees to surrender the Premises at the termination of the tenancy in the same condition as the Premises was received, reasonable wear and tear and approved minor and major improvements excluded.

**13. Insurance.**

- a. CCSD will maintain a commercial general liability policy on the Property.
- b. Tlingit & Haida will purchase and maintain renter's insurance adequate for the coverage of its personal property. Tlingit & Haida shall further purchase and maintain a general liability policy of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, which policy shall list CCSD as an additional insured.
- c. Tlingit & Haida will provide proof of, and maintain, its workers' compensation coverage.
- d. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Lease; and each party agrees to obtain from its insurer a provision and acknowledge of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

**14. Indemnification.** Tlingit & Haida and CCSD will hold harmless and indemnify each other for any claims, causes of action or liability resulting from the negligence or other acts or omissions of the other Party arising from or relating to the performance of this Lease. In the event of concurrent negligence, the liability for any and all claims shall be apportioned in accordance the Choice of Law section of this Lease.

**15. Subletting & Assignment.** Tlingit & Haida will not sublet or assign its Lease without prior written consent of CCSD, which consent will not be unreasonably withheld.

**16. Choice of Law.** This Lease will be governed by and construed in accordance with the laws of the State of Alaska.

- 17. Dispute Resolution.** The Parties agree to enter into good faith negotiation to resolve any disputes that arise out of or relate to the Lease, prior to exercising their rights under law.
- 18. Severability.** Any provision or part of this Lease held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions will continue to be valid and binding upon the Parties, who agree that the Lease will be amended to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 19. Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Lease.
- 20. Amendment.** CCSD and Tlingit & Haida have the option of revising this Lease. The terms of this Agreement may be modified or amended only upon the signed, written agreement of both Parties. The revisions will be documented in a new Lease signed by the CCSD and Tlingit & Haida.
- 21. Entire Agreement.** This Lease contains the entire agreement between the Parties and supersedes any prior understanding, contract or representations between the Parties.
- 22. Counterparts.** This Lease may be executed in counterparts and all such counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

<p><b>Craig City School District</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Central Council of Tlingit &amp; Haida Indian Tribes of Alaska</b></p> <p>By: _____</p> <p>Name: <u>Richard J. Peterson</u></p> <p>Title: <u>President</u></p> <p>Date: _____</p>
--	--