

## **RESIDENTIAL RENTAL AGREEMENT**

**THIS LEASE is entered into this July 01, 2017 at Barrow, Alaska, by and between UIC Real Estate, LLC, P.O. Box 890, Barrow, Alaska 99723, (herein referred to as "Landlord") and North Slope Borough School District, P.O. Box 455 Barrow, Alaska 99723 (herein referred to as "Tenant"), for the rental of a single family residence herein described and upon the following terms and conditions:**

- 1) PREMISES. Landlord rents to Tenant, and Tenant leases from the Landlord, the following described residence, (herein referred to as the "dwelling unit") situated in the City of Barrow, North Slope Borough, Barrow Recording District, Second Judicial District, State of Alaska:**

**5190 Herman Street  
1 Bedroom, 432 Square feet**

- 2) TERM OF AGREEMENT. The term of this agreement shall be as follows:  
The term of this lease shall be for thirty six (36) months, commencing on July 1st, 2017 and terminating on June 30th, 2021. LESSEE shall give LESSOR 30 day's written notice prior to vacating the aforementioned described premises.**
- 3) Annual RENT. Tenant agrees to pay annual rent for the dwelling unit in the lump sum of \$10,800.00 TEN THOUSAND EIGHT HUNDRED DOLLARS and 00/CENTS, payable without demand, in advance, by the 15<sup>th</sup> of July 2017, by mail or in person at the office of the Landlord, located at 1250 Agvik Street, Barrow, Alaska. If rent payment is not received by or before the 15<sup>th</sup> of that month, the Tenant may be considered to be in default and the provisions of Section 21(a) will apply as stated herein. Annual rent will be Pro-rated at \$5,400.00 for the remainder of NSBSD FY17.**
- 4) SECURITY DEPOSIT. Landlord hereby acknowledges receipt of a security deposit in the amount of \$00.00. These funds will be used as security for Tenants' full and faithful performance of this lease. Upon termination of this lease, the security deposit shall be refunded to Tenants, less deduction of any past due balance on the rent account, and damage to the property or its contents. The balance of all security deposits may be refunded in one check jointly payable to all Tenants; and such joint refund checks and/or itemization of deductions may mailed to one Tenant only. Unless otherwise agreed to in writing by Landlord and Tenants, security deposit(s) will not be refunded until all Tenants and Occupants have surrendered the residence. Refunds of security deposits will only be made out to the original maker of the security deposit check.**
- 5) CONDITION OF THE PREMISES. Tenant stipulates, represents, and warrants Tenant has examined the premises that they are, at the time of this lease, in good order repair and in a safe, clean, and rentable condition.**

- 6) **LOST KEYS / LOCK-OUTS.** The Tenant (North Slope Borough School District) will be responsible for ALL lost keys and lock outs for entire lease period.
- 7) **TENANT'S UTILITIES.** Tenant shall be responsible for arranging for and paying for the following utility services as follows for the entire period of the lease: sewage service, waste and rubbish removal, gas, electricity, or other utilities or services to the dwelling unit. It is understood that all such utilities and services are either supplied or billed to the Tenant by public utilities, or private contractors. Tenant shall pay directly the providers of such utilities and services and shall not allow any unpaid balance to become a lien or claim against the property. If such a lien or claim is filed against the property, the Tenant is responsible for promptly removing such lien or claim. The Tenant agrees and understands that Tenant is liable for any damage which may occur to the Dwelling Unit due to the utility service being stopped at the Dwelling Unit. Tenants are advised to purchase and use surge protectors in the unit to protect the Tenant's personal electronics. Tenant understands that Landlord may terminate the lease with three (3) days' notice if utilities are disconnected on account of tenant's nonpayment and not reconnected.
- 8) **WATER DELIVERY.** If the Dwelling Unit is not part of a multifamily unit or apartment complex, then it is understood that the Tenant shall make independent arrangements for water delivery service. If UIC Business Enterprises provides such an independent water delivery service, it shall be deemed to be by separate contract between UIC Business Enterprises and Tenant and not be governed by the terms of this lease.
- 9) **USE OF PREMISES.** Tenant shall use the dwelling unit solely as a single-family residence. Tenant agrees that the specified premises shall be occupied strictly by no other than North School Borough School District staff without notice to lessor.

Tenant shall not permit the use of the dwelling unit for any business, trade or profession, or any purpose not permitted by law. In the event the Tenant shall be absent from the dwelling unit and/or it will be unoccupied for more than three (3) calendar days, the Tenant shall promptly notify the North Slope Borough School District of such anticipated absence. Despite such notice to Landlord, Tenant is solely responsible to ensure protection, security, and maintenance of the Dwelling Unit, appurtenances, utilities, and fixtures in Tenants absence and Tenant shall be held solely liable for damages relating to Tenants absence.

Each Tenant (and each Tenants share of the total security deposit) is liable for all obligations and sums due under the lease. Violation of the lease by any Tenant, guest, or occupant shall be considered a violation by all the tenants.

10) **FIRE AND CASUALTY DAMAGE.** Tenant has the right to terminate this lease in the event of fire or casualty damage to the dwelling unit, as it is permitted under AS 34.03.200. The Landlord shall also have the right to terminate this lease if the Landlord elects not to repair damage caused to the dwelling unit by fire or other casualty. In the event Landlord exercises this option, Landlord shall give the Tenant ten (10) days written notice of Landlord's intent to terminate the lease, and the lease shall terminate as stated in the Notice.

11) **PERSONAL PROPERTY.** The Landlord shall not be responsible for any loss or damage to Tenant's personal property that is located at the premises. The Tenant shall be responsible for obtaining any insurance coverage that the Tenant desires to have for the Tenant's personal property located at the premises.

Any property belonging to the Tenant remaining in the dwelling unit after termination of this lease may be deemed abandoned. If Landlord deems this property to be abandoned, Landlord will deliver or mail Tenant notice demanding Tenant remove abandoned property from the Dwelling Unit. Upon not less than fifteen (15) days' notice remaining property may be destroyed, sold, or otherwise disposed of as provided in AS 34.03.260.

12) **ASSIGNMENT AND SUBLETTING.** Tenant shall not sublet or assign the dwelling unit or any part thereof without Landlord's written consent. Consent by Landlord to one assignment or sublet shall not be deemed consent to another assignment or sublet. Any unauthorized assignment or subletting is void and may, at Landlord's option, be deemed a termination of this lease. The landlord agrees that The North Slope Borough School District will strictly sublet ONLY to school district staff for entire lease period.

13) **LANDLORD'S DUTY TO MAINTAIN AND REPAIR.** Except as specified herein, the tenant shall make all repairs and do whatever is necessary to keep the dwelling unit in a fit and habitable condition. The Tenant shall maintain in good and safe working order all electricity, plumbing, sanitary, heating, ventilating, and other facilities, if any, supplied by the Landlord. Major maintenance and repair of the leased premises not due to Tenants misuse, waste, or neglect, or that of his employee, family, agent, or visitor shall be the responsibility of lessor.

14) **Lessor will be responsible for major repairs and maintenance.** For purposes of determining the different minor and major maintenance and repairs. It is agreed that any one repair with an annual cost, not lessee caused of more than \$600 shall be considered major and therefore the responsibility of the Lessor for any amount over \$600. This repair expense is annually. If the 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 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 the contractor to make the repairs will be the responsibility of Lessor. Repairs resulting from actions and/or negligence on the part of the Lessee will be the responsibility of 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.

**15) TENANT'S DUTY TO MAINTAIN AND REPAIR.** Tenant will at his/her sole expense, keep and maintain the Dwelling Unit and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, tenant shall keep the fixtures in the house or on or about the leased premises in good order and repair; change furnace filters monthly (furnace will shut down if filters are dirty, Tenant will pay a \$250 service charge if it is necessary to call out a serviceman to restart the furnace due to dirty filters). Tenant shall keep the sidewalk and porch free from dirt, snow, ice and debris. Tenant shall at his/her sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever these are damaged as a result of tenants misuse, waste, or negligence or that of his employee, family, agent, or visitor. **DRAINS:** Tenant must keep drains free of grease, hair, lint, or food, which can clog them. **THE LANDLORD WILL PAY ONLY FOR CLOGS THAT ARE CAUSED BY FAULTY CONSTRUCTION, SUCH AS MORTAR OR STONES IN THE SEWER.**

If Tenant has a clog he/she is personally unable to eliminate, the best solution is for him/her to call a drain service. Landlord will not respond to calls for clogged drains. **CARPET CLEANING:** Carpets shall be shampooed professionally on an annual basis with a receipt sent to the Landlord. If stains, odors, or other problems arise, then the carpet may need more frequent cleaning. These charges will be the responsibility of the Tenant. **SMOKING:** Tenants who smoke automatically assume responsibility to have walls and ceilings repainted, carpets and blinds professionally cleaned if smoke damage occurs. **DRIVEWAY:** Driveway directly in front of garages (if applicable) assigned to Tenant shall be cleaned until free of any grease, oil, or chemical spills as needed and upon vacating the unit. **PAINTING AND SIGNS:** Tenant agrees that no signs shall be placed or painting done on or about the leased premises by Tenant or at his/her discretion, without prior written consent of Landlord. **LIGHT BULBS:** Tenant agrees that Tenant is responsible for replacing light bulbs and florescent lights that have burned out at the property. Landlord will not respond to calls to replace light bulbs or florescent lights.

**16) PETS:** Pets are limited to two per Dwelling Unit, regardless of species. Tenant agrees that Tenant (and Tenants security deposit) are jointly and severally liable to Landlord for property damage or personal injury caused by each and every pet that resides in the Dwelling Unit. Tenant agrees to indemnify, defend, and hold harmless Landlords, its parent company UIC Holdings, LLC and its grandparent company Ukpeagvik Inupiat Corporation will be harmless for any property damages or personally injury to any person caused by Tenants pets. In addition, Tenant agrees that all pets will be removed from the property or confined in a kennel the entire time any employee, agent, or contactor of UIC Real Estate, LLC, is on the leased premises to preform inspections, maintenance, and repair. Tenant agrees that any reports of animal bites by any pets residing on the property that are reported to Landlord and will be forwarded to law enforcement. Tenant agrees that any valid reports of animal's bites may constitute grounds for termination of the lease by Landlord.

**17) TENANT CODE OF CONDUCT:**

Tenant agrees to abide by the following code of conduct as part of Tenant's duties:

- a) Keep the dwelling unit in a clean and safe condition.
- b) Dispose of all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner.

- c) Keep all plumbing fixtures in the dwelling unit, or used by the tenant, as clean as their condition permits.
- d) Use in a reasonable manner all the electrical, plumbing, sanitary, heating, ventilating, air conditioning, kitchen and other facilities and appliances located in the dwelling unit.
- e) Not deliberately or negligently destroy, deface damage, impair, or remove part of the dwelling unit, or knowingly permit any person to do so.
- f) Not unreasonably disturb, or permit others in the dwelling unit, with Tenant's consent to unreasonably disturb a neighbor's peaceful enjoyment of the neighboring premises.
- g) Maintain smoke detection devices and carbon monoxide detection devices.
- h) Refrain from any social network concerning this UIC property.
- i) Shall not, except in an emergency, change the locks on doors of the premises without first securing the agreement of the Landlord. If an emergency requires that the locks be changed, the Tenant shall, within five (5) days, provide the Landlord a set of keys to all doors for which locks have been changed and provide written notice of the change.
- j) Not knowingly engage in an illegal activity or knowingly permit others in the premises to engage in illegal activities.
- k) Shall be a responsible pet owner.

**18) ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the premises, or construct any additional building, or make any other modification to the premises without the prior written consent of Landlord. At the termination of this lease agreement, Landlord may elect to either allow any such alterations, changes, and/or improvements to remain, and they shall become the property of the Landlord and remain on the premises, or direct Tenant to remove all such modifications and restore the property. If directed to remove and restore, the Tenant shall do so promptly, and if Tenant fails to do so, Landlord may remove or repair at Tenant's expense.

**19) NON-LIABILITY OF LANDLORD.** Landlord shall not be liable to Tenant for any loss or damage to the dwelling unit, or for any inconvenience, interruption, cessation, or Tenant's loss of occupancy of the dwelling unit as a result of any natural causes, fire, casualty, or government regulation, or any other cause, except the acts of the Landlord alone. Landlord shall allow the Tenant no abatement, diminutive or reduction of rent for any cause other than breach of this agreement, for as may be required in AS 34.03.200, relating to fire or casualty damage.

**20) INSPECTION.** Landlord, or The North Slope Borough School District representative, shall have the right at reasonable times, and with reasonable notice (48 hours) to the Tenant during the term of the lease and any renewal thereof, to enter the Dwelling Unit to inspect or examine the Dwelling Unit, make necessary repairs, or agreed decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors. However, nothing herein shall be construed to impose a duty on Landlord to make such inspections, or make any repairs, or to take any measurements to protect the dwelling unit, or Tenant's personal or real property located in the dwelling unit, except as required by law and the terms of this lease.

**21) DEFAULT BY LANDLORD.** Landlord shall not be in default under this lease, unless Landlord fails to perform the material obligation required under this lease or under applicable law. If the

Landlord is in default under this lease, or any law, the Tenant shall have the remedies afforded by law.

**22) DEFAULT BY TENANT.** As authorized under AS 34.03.220, if Landlord determines that Tenant is in default of this agreement, Landlord shall provide Tenant with the appropriate written notice as specified below, and Tenant shall have a limited number of days as specified to cure the default:

- a) For the failure to pay rent when due, Landlord shall provide Tenant with a written notice of non-payment specifying Landlord's intention to terminate this agreement if the rent is not paid, and Tenant shall have seven (7) days after the notice is delivered to pay the rent in arrears in full,
- b) For activities in contravention of this agreement, including, but not limited to having or permitting unauthorized use of the property or failing to keep the premises clean and in good condition, Landlord shall provide Tenant with a written notice to quit, specifying the acts and omissions constituting the breach and specifying that this agreement will terminate upon a date not less than ten (10) days after delivery of the notice to Tenant, unless Tenant shall cure such breach within that timeframe. If substantially the same act or omission constituted the basis for a prior noncompliance of which notice was given reoccurs within six (6) months, Landlord may terminate this agreement upon at least five (5) days written notice to quit delivered to Tenant specifying the breach and the date of termination of the agreement. If the Tenant fails to cure any default within the required timeframe, Landlord may immediately terminate this agreement, and Tenant shall immediately vacate the premises and shall return the keys to Landlord. However, if Tenant's default is of a nature that Tenant should not be given an opportunity to cure the default (including but not limited to substantial damage or destruction of Landlord's or other Tenant's property by deliberate act), Landlord may deliver a written notice to quit to Tenant specifying the act constituting the breach and specifying that this agreement will terminate upon a date that is not less than 24 hours after service of the notice and Tenant shall vacate the premises no later than that time and shall return the keys to the Landlord. (Damage to premises is "substantial" if the loss, destruction, or defacement of property attributable to Tenant's deliberate actions or infliction of damage to the property exceeds \$400.00.) If this agreement is terminated pursuant to this paragraph, Landlord may, at Landlord's option, declare the entire balance of rent payable, hereunder, to be immediately due and payable and may exercise any and all rights and remedies available to Landlord in law or equity.

**23) ABANDONMENT.** If at any time during the term of this agreement, Tenant abandons the property, or any part thereof, Landlord may, at Landlord's option, obtain possession of the premises in the manner provided by law and without becoming liable to Tenant for damages, or for any payment of any kind whatever. Landlord, at Landlord's discretion, as agent for Tenant, may relet the premises, or any part thereof, for the then unexpired term and receive and collect all rent payable by virtue of such reletting, and at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this agreement during the balance of the unexpired term if this agreement had continued in force, and the net rent for such period realized by the Landlord by means of such reletting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord shall consider any personal property belonging to the Tenant and left on the premises to also have been abandoned, in which case, Landlord may dispose of the property pursuant to the provisions of AS 34.03.260.

If the Tenant leaves the dwelling unit for a continued period of seven (7) days or longer without providing notice as required under this agreement, when Tenant is also in default of any other provision of this agreement, including payment obligation, Landlord may deem that to be abandonment.

- 24) **NOTICES.** All notices required by this lease or to enforce this lease, shall be in writing and shall be personally delivered or by certified mail to the address of each party first written above. Any notice, if by certified mail, shall be deemed received by the party to whom it is addressed on the third day after the date of its mailing. The person that is authorized to manage the premises on behalf of the Landlord is the Senior Administrator, Real Estate Manager, and/or Real Estate Director at UIC Real Estate Management, LLC, which may all be contacted at the Landlord's address set forth above.
- 25) **WAIVER.** The waiver by Landlord of any term, covenant, or condition of this lease, shall not be deemed to be a Waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant, or condition of the lease. The subsequent acceptance of rent, or any other adjustment or sum, by the Landlord shall not be deemed to be a Waiver of any preceding default by Tenant of any term, covenant, or condition of this lease, other than the failure of the Tenant to pay the particular sum accepted by the Landlord, regardless of the Landlord's knowledge as such preceding default at the time of the acceptance of such sum. Nothing shall be deemed a waiver of the Tenant's obligation to pay rent due and owing, except by written instrument signed by both Landlord and Tenant.
- 26) **CONTRACT INTERPRETATION.** The rule of contract interpretation that ambiguities, if any, are to be construed against the draftsman shall not be applicable to this lease. Any provisions of this lease held to be unenforceable shall not invalidate the remaining provisions. Time is the essence of this lease, and each and all of its provisions in which performance is a factor.
- 27) **ALASKA LAWS.** This lease shall be construed, interpreted, and enforced under the laws of the State of Alaska. Venue and jurisdiction for any action arising under this lease shall be in the Alaska State Courts in Barrow, Alaska.
- 28) **NON-MODIFICATION.** The covenants and conditions herein contained are the full and complete terms of this lease, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by Landlord and Tenant.
- 29) **TERMINATION.** This Agreement and the tenancy hereby created may be terminated at any time by any party in accordance with the terms and conditions herein.
- 30) **SURRENDER OF PREMISES.** Upon the expiration of the terms of this agreement, Tenant shall surrender the premises in as good a state and condition as they were at the commencement of this agreement, except for reasonable use and wear and tear.
- 31) **ENTIRE UNDERSTANDING.** This agreement sets forth the entire understanding of Landlord and Tenant. Tenant agrees, understands and will fully abide by this rental agreement.

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

DATE: 7-6-17

BY: [Signature]  
LANDLORD  
General Manager  
Vernon Edwardson

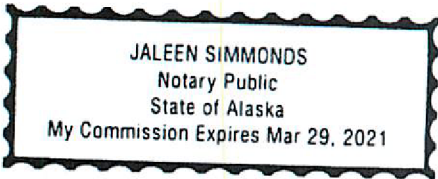
DATE: 7/3/17

BY: [Signature] FOR:  
TENANT  
North Slope Borough School District  
Jeff Cook

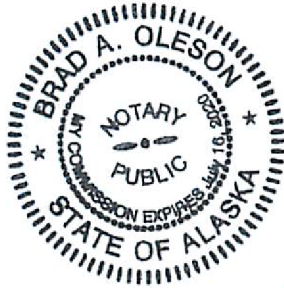
STATE OF ALASKA )  
 ) SS  
SECOND JUDICIAL DISTRICT )

On this 11<sup>th</sup> day of July, before me, the undersigned Notary Public, personally appeared Vernon Edwardson, personally known to me and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

WITNESS MY HAND and official seal.



[Signature]  
Notary Public in and for the State of Alaska  
My Commission Expires: 03-29-21



STATE OF ALASKA )  
 ) SS  
SECOND JUDICIAL DISTRICT )

On this 3<sup>rd</sup> day of July 2017, before me, the undersigned Notary Public, personally appeared Jeff Cook, personally known to me and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

WITNESS MY HAND and official seal.

[Signature]  
Notary Public in and for the State of Alaska  
My Commission Expires: 07/14/2020