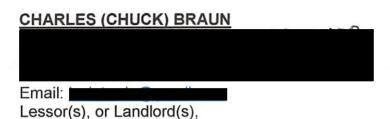
LEASE AGREEMENT

By entering into this lease agreement, made on the 3rd day of January 2016, between

North Slope Borough School District (NSBSD),

PO Box 455 Barrow, Alaska 99723 Lessee or Tenant,

and



Lessor does lease to Lessee the residence situated at <u>7633 A Saya St. Barrow</u>, <u>Alaska 99723</u>, on the following terms and conditions:

Lessor agrees to rent for a <u>60 month period</u>: beginning <u>July 1, 2017</u> and ending <u>June 30, 2022</u> to the Lessee, premises at:

Two (2) -bedroom apartment, located at

7633 A Saya St.

Barrow, Alaska 99723

Under the following terms and conditions:

1. RENT: Lessee agrees to pay monthly rent for said premises \$ 1,650 per month to

Charles (Chuck) Braun.

- a. The first twelve months' lease payment will be paid in one payment on/or before **July 25, 2017**, in the amount of \$ 19,800.
- b. The second twelve months' lease payment will be paid in one payment on/or before July 25, 2018, in the amount of \$ 19,800.
- The third twelve months' lease payment will be paid in one payment on/or before <u>July 25, 2019</u>, in the amount of \$ <u>19,800</u>.
- d. The fourth twelve months' lease payment will be paid in one payment on/or before <u>July 25, 2020</u>, in the amount of \$ 19,800.
- e. The fifth twelve months' lease payment will be paid in one payment on/or before <u>July 25, 2021</u>, in the amount of \$ 19,800.



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- 2. FIRE INSURANCE AND AMAGES TO PREMISES: Lessor small be responsible for providing fire and property insurance as well as comprehensive liability insurance in the amount of \$300,000 for the property. The insurance policies must include a waiver by the insurer of subrogation rights against the District's sub-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. <u>UTILITIES:</u> 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 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 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. <u>RIGHT OF INSPECTION:</u> 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. <u>ALTERATIONS:</u> The Lessee will not make any alterations such as adding permanent shelving, changing doors, walls, etc. without prior approval of the Lessor.
- USE OF PREMISES: Lessee agrees that the premises will be used for residential housing.
 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. <u>DANGEROUS MATERIALS:</u> 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, 2022 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. <u>LESSEE TO TURN OVER THE PROPERTY IN A CLEAN CONDITION:</u> 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.

16.	SPECIAL	PROVISION	- per	attachment.	⊠YES	
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IN WITNESS WHEREOF, the parties have executed this lease on the day, month, and year first above written.

Attested to by:

FULL NAME, LESSOR

Date 1.8.17

Federal ID or SSN

Witness:

Print Name:

Attested to by: North Slope Borough School District,

LESSEE

By:

Jeff Cook M&O Director

Date

Witness:

Jill Crooks, M&O CIP & Housing Administrator

FY18 Lease Agreement NSBSD

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REVISED: April 2016

SPECIAL PROVISION TO BRAUN LEASE

January 16, 2017

The North Slope Borough School District, Lessee has agreed to cover the costs of labor, buying and shipping the paint supply to Barrow, Alaska in order to paint the exterior of the main two story building, efficiency apartment and shed.

Additionally, all apartments will have fire extinguishers inspected and replaced, if necessary.

In witness whereof, Lessor and Lessee have executed this Special Provision on the 7th day of January 16, 2017.

Attested to by:		1/16/17	
Signature, Lessor	Date	Print Name	
Attested to by:			

North Slope Borough School District

Lessee

By:

Jeff Cook Director of Maintenance & Operations

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