

LEASE AGREEMENT

This Lease made and entered into the ___ day of _____, 2023, by and between the MUNICIPALITY OF ANCHORAGE, Alaska, a municipal corporation organized and existing under its Charter and the laws of the State of Alaska, hereinafter referred to as the “Lessor” or MOA, and [Organization], an Alaska non-profit corporation, hereinafter referred to as “Lessee.”

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties to this Lease agree as follows:

1. PREMISES.

The Lessor, for and in consideration of the rentals herein agreed to be paid by the Lessee, and other good and sufficient consideration, hereby leases unto Lessee, and Lessee leases from Lessor that real property and improvements set forth as follows:

the former Golden Lion Hotel, located at 1000 E. 36th Avenue, Anchorage, Alaska (hereinafter the Golden Lion or Premises).

2. USE AGREEMENT.

(a) Lessor Approval. The Lessor does hereby confirm its approval of the Lease on the terms and subject to the following conditions:

- (i) Premises shall be used only for the conduct of Lessee’s business of a rooming house for individuals who have a condition which substantially impairs their daily activity or mobility;

- (ii) Lessee shall offer to tenants the following services as part of operation of the rooming house:
 - a. Lessee shall provide laundry services or laundry facilities to residents at no additional cost to Lessor or residents;
 - b. Lessee shall provide 24 hour on site security for the safety of the Premises and residents;
- (iii) Lessee may, but is not required to, offer tenants the following services as part of operation of the rooming house:
 - a. Lessee may provide food service for the benefit of tenants of the rooming house;
- (iv) Lessee shall operate the rooming house as a pet free, alcohol and substance free, no smoking or vaping of any variety facility;
- (v) The Lessee shall at all times operate on a non-profit basis;
- (vi) The Lessee's income shall in no event inure to the benefit of any private person or for-profit business entity;
- (vii) The Lessee shall not commit or allow to be committed any waste upon the Premises, nor any public or private nuisance.
- (viii) Lessee is and shall be an independent contractor, and shall be in no manner whatsoever the agent or servant of the Lessor. The Lessee is responsible for all of Lessee's; Lessee's employees and contractors; and Lessee's subtenants, visitors, or guests acts and omissions and the Lessor shall in no way be responsible therefore.

3. TERM.

(a) The term of this Lease shall be for 12 months beginning on the 1st day of July 2023 and terminating on June 30, 2024.

(b) This Lease may be extended on a month to month basis beginning on the 1st day of July 2024 by written agreement of Lessor and Lessee.

(c) This Lease may be terminated prior to its stated term by Lessee with no less than 90 days notice or by Lessor with not less than 30 days notice.

(d) Lessee shall enter into no agreement or use of the Premises which would create an interest in the Premises exceeding Lessee's term under this Lease.

4. RENT.

Rent shall be set at One dollar (\$1.00) per year so long as Lessee complies with the terms and conditions of this Lease.

5. GROUNDS.

Lessee covenants to keep and maintain the property in good condition at all times.

6. UTILITIES, TAXES, MAINTENANCE AND REPAIRS.

(a) Lessee shall pay and be responsible for all charges for gas, electricity, water, lights, heat, sewer, refuse, pest control and abatement, power and other utility services used on or supplied to the Premises.

(b) Except as provided in subparagraph (c) below, Lessor, at its sole cost shall repair in good condition, the structural parts of the Premises, including the roofs, foundations, bearing and exterior walls (but excluding glass, doors and routine maintenance). Such repairs by the Lessor shall not be unreasonably delayed or withheld.

Lessee acknowledges that repairs to the awning of the Premises are ongoing and are included in the above described repairs.

Lessor may make other capital repairs and improvements to the Premises at Lessor's discretion with 30 days notice to Lessee.

(c) Except as provided in subparagraph (b) above, Lessee at its sole cost shall maintain and repair in good condition, all portions of the Premises, including but not limited to all glass, doors, and snow removal on walkways leading to or around the building.

(d) If the use, possession or acquisition of the Premises is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Premises.

(e) Lessee shall take good care of the Premises and Lessee shall, at the expiration or sooner termination of this Lease, surrender and deliver up the Premises to Lessor broom clean and in as good condition as improved by Lessor, reasonable use and wear excepted.

(f) Lessee shall be responsible for all damage or injury (excluding ordinary wear and tear) done to the Premises by Lessee or by any persons who may be in or upon the Premises with the consent of Lessee.

(g) Lessee shall pay and be responsible for all charges for 24 hour security for Premises. Lessee acknowledges that no portion of the security systems operated by Lessor shall be provided to the Premises.

7. SIGNS

No signs, billboard, awning or advertisements shall be displayed or placed on the Premises or the Building; provided, however, that Lessee may, with prior written approval from and in the sole discretion of Lessor, erect such signs or awnings as are appropriate to identify the Premises and building and any activities on the Premises or in the building. Such approval from Lessor shall not be unreasonably withheld. Signs of the character and size presently on the Building as of the date of this Lease and which are limited to identifying the tenants therein and their activities shall be permitted.

8. ENVIRONMENTAL COVENANTS BY LESSEE.

(a) Lessee hereby represents, warrants, covenants and agrees that all operations or activities upon, or any use or occupancy of, the Premises or any portion thereof, by Lessee, shall throughout the term of this Lease be in all material respects in compliance with all state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any Toxic or Hazardous Substances; and that Lessee during the Lease term will not at any time engage in or permit any material dumping, discharge, disposal, spillage or leakage (whether legal or illegal, accidental or intentional) of such Toxic or Hazardous Substances, at, on in or about the Premises or any portion thereof, except in accordance with the intended use of such Toxic or Hazardous Substances as permitted by applicable law.

(b) The Lessee agrees and covenants to indemnify and save and hold the Lessor and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss, including reasonable

attorney's fees, consultant fees and expert fees which arise during the term of this Lease from, or in connection with, the presence of Toxic or Hazardous Substances in, or about the Premises or any portion thereof as a result of a breach by Lessee of its representations and warranties contained in Paragraph (a) above. The terms of this paragraph shall survive the expiration or early termination of this Lease.

(c) As used herein the term "Toxic or Hazardous Substances": shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as: (a) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Paragraph 9601 (14), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. Paragraph 1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. Paragraph 6903, 42 U.S.C. Paragraph 6921, as now or hereafter amended; (c) a toxic pollutant under Section 307(1)(a) of the Federal Water Pollution Control Act, 33 U.S.C. Paragraph 1317(1)(a); (d) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. Paragraph 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. Paragraph 1802(2), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be imposed or promulgated in the future.

(d) Solely for the purposes of this section, "Premises" shall be deemed to include the entire North One-Half (N-1/2) of block 42.

9. ALTERATIONS.

Lessee shall not make any structural or exterior alterations to the Premises without the Lessor's written consent. Lessee at its cost shall have the right to make, with Lessor's consent, nonstructural alterations to the interior (not visible from the exterior) of the Premises that Lessee requires in order to conduct its business on the Premises. Any alterations to the exterior or portions of the Premises visible from the exterior shall not change the character of the Premises or its historical appearance. In making any alterations that Lessee has a right to make, Lessee shall comply with the following:

(a) Lessee shall submit reasonably detailed final plans and specifications and working drawings of the proposed alterations and the name of its contractor at least thirty (30) days before the date it intends to commence the alterations. All plans for renovation and remodeling shall be subject to the prior written approval of the Mayor or his designee.

(b) The alterations shall not be commenced until three (3) days after Lessor has received notice from Lessee stating the date the installation of the alterations is to commence so that Lessor can post and record an appropriate notice of non-responsibility.

(c) The alterations shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.

(d) All alterations shall be completed with due diligence in compliance with the plans and specification and working drawings and applicable laws.

(e) Before commencing the alterations and at all times during construction, Lessee's contractor shall maintain insurance as provided in Section 12.

(f) If the estimated cost of the alterations exceeds \$100,000, before the commence of the alteration Lessee at its cost shall furnish to Lessor a payment and performance bond in compliance with AS 36.25.010 issued by an insurance company qualified to do business in Alaska in a sum equal to the cost of the alterations (as determined by the construction contract between Lessee and its contractor) guaranteeing the completion of the alterations free and clear of all liens and other charges, and in accordance with the plans and specifications.

Any alterations or tenant improvements made shall remain on and be surrendered with the Premises in good repair on expiration or termination of the term.

10. INDEMNITY

Lessee covenants and agrees to indemnify, defend (with legal counsel approved by Lessor), and hold the Lessor and its administrators, officers, agents, employees, volunteers and servants harmless from and against any and all claims, demands, actions, losses, expenses, and liabilities for, or related to, loss of or damage to property or injury to or death of any person relating to or arising or resulting in any way from Lessee and its employees, subcontractors, subtenants, agents, and guests occupancy or use of the Premises or the condition or use thereof, regardless of any negligence of the Lessor or their respective agents or employees, excepting only such loss, damage, injury or death which results solely from the negligence or willful misconduct of the Lessor or solely from the joint negligence or willful misconduct of the Lessor and a third party directed by the Lessor.

Lessee's obligation under this section expressly includes, but is not limited to, any claim or demand concerning Lessee's right to occupy or use the Premises under this Lease Agreement. Lessee's breach of its obligations hereunder shall

constitute a default of this Lease. Lessee's obligations hereunder survive the expiration or earlier termination of this Lease.

In case any judgment or lien is placed upon the property of the Lessor or any of its officers, partners, agents, or employees as a result of such use by Lessee, Lessee shall timely cause such judgment or lien to be dissolved and discharged by giving bond or otherwise.

11. LESSOR'S RIGHT TO ENTER

Lessor reserves the right upon twenty-four (24) hours' notice to enter upon the Premises for a periodic inspection during business hours to ascertain the condition of said Premises.

Lessor reserves the right to enter upon the Premises for such repairs and improvements as described under Section 6(b) above. Lessee shall provide Lessor reasonable access to all parts of the Premises for the purpose of such capital repairs and improvements.

12. Insurance.

a. Lessee shall maintain in good standing, for the entire period of the Lease, the insurance described in subsection b of this section. Before rendering any services under this Lease, Lessee shall furnish the Contract Administrator with a Certificate of Insurance in accordance with subsection b of this section in a form acceptable to the Risk Manager for MOA.

b. Lessee Shall provide the following insurance:

1. \$500 Employers Liability and Workers' Compensation as required by Alaska law.

2. Commercial Automobile Liability in the amount of \$1,000,000 combined single limit to include: owned, hired, and non-owned.

3. Commercial General Liability including:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

\$10,000 Medical Payments

\$1,000,000 Sexual Abuse & Molestation

4. Professional Liability Insurance with limits not less than \$5,000,000 per occurrence and in the aggregate.

5. Cyber/Privacy Liability Insurance with limits not less than \$3,000,000.

The Cyber coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), information theft, and release of private information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

c. Policies written on a “claims-made basis” must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the Lease requirements.

d. Each policy of insurance required by this section shall provide for advance notice to the MOA/Contract Administrator prior to cancellation in accordance with the policy. If the insurer does not notify the MOA on policy cancellation it shall be Lessee’s responsibility to notify the MOA of such cancellation.

e. With the exception of Worker's Compensation and Professional Liability each policy shall name the Municipality of Anchorage as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance.

f. General Liability, Auto Liability and Worker's Compensation policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement shall accompany each Certificate of Insurance.

g. All policies for general liability shall be primary and noncontributing with any insurance that may be carried by the Municipality.

h. If Lessee maintains broader coverage and/or higher limits than the minimums shown above the Municipality of Anchorage shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified limits of insurance and coverage shall be available to the Municipality of Anchorage.

i. Lessee shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Lessee shall ensure that the Municipality of Anchorage is an additional insured on insurance required from subcontractors.

12.LIENS

Lessee shall keep the Premises free from any liens arising out of any work performed, materials ordered, or obligation incurred by Lessee.

13.ASSIGNMENT OR SUBLEASING

Lessee may not assign, sublease, mortgage, pledge, or otherwise dispose of any interest in the Premises without the express written consent of the Lessor, which shall be at the sole discretion of Lessor. Any interest assigned, subleased, mortgaged, pledged, or otherwise disposed of by the Lessee in violation of this paragraph shall be void.

14.DEFAULT

(a) Time is of the essence hereof, and in the event Lessee shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue or shall not be remedied within thirty (30) days after notice in writing thereof is given by Lessor to Lessee, specifying the matter claimed to be in default, or for such reasonable additional time as may be required to cure such default, Lessor, at its option, may immediately declare Lessee's rights under this Lease terminated, and reenter the Premises, using such force as may be necessary, and repossess itself thereof, as of its former estate, and remove all persons and property from the Demised Premises. Lessor's remedies set forth in this paragraph are in addition to, and not in derogation of, all other rights and remedies available to it under the Lease and applicable law.

(b) Should Lessor default in the performance or the observance of any covenants of this Lease and fail to fully remedy such default within thirty (30) days after written notice by Lessee, and for such reasonable additional time as may be required to cure such default if the default is curable and Lessor is proceeding diligently to cure such default, Lessee may, in the following order or priority, (1) cure the default; or (2) terminate this Lease.

15. NON-WAIVER

The failure of the Lessor to insist in any one or more instances upon a strict performance by the Lessee of any provisions, covenants, or conditions contained herein may not be considered as a waiver or relinquishment thereof for the future, but the same shall contain and remain in full force and effect. No waiver by the Lessor or any provisions, covenant, conditions, or performance may be determined to have made in any instance unless expressed in writing by the Lessor.

16. DISCRIMINATORY ACTS PROHIBITION

The Lessee in its use and occupancy of the Premises, shall not unlawfully discriminate against any person or group of persons by reason of race, color, sex, age, religion, physical handicap, ancestry, or national origin. Lessee shall comply with all provisions of law concerning the prohibition of discrimination.

17. CONDEMNATION

If the Premises, any portion thereof, rendering the remainder unusable, or the underlying or surrounding land is taken by eminent domain, this Lease shall

expire on the date of the declaration of taking and the entire award shall be the property of Lessor.

18. QUIET ENJOYMENT

Conditioned upon the Lessee performing and fulfilling all the covenants, agreements, conditions, and provisions of this Lease herein to be kept, observed and performed by Lessee, Lessee shall have and may at all times during the term hereby granted, peaceably and quietly have, hold and enjoy the Premises.

19. CAPTIONS

The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Lease, nor the intent of any provisions thereof.

20. JURISDICTION

It is agreed that any civil action concerning this Lease shall be commenced and maintained in the Superior Court, Third Judicial District at Anchorage, Alaska.

21. INVALID PROVISIONS

In the event any provision, covenant or condition herein contained is held to be invalid in any respect by an Alaskan court of competent jurisdiction, such invalidity shall in no way affect any other provision, covenant or condition herein contained.

22. RECORDATION OF LEASE

The Lessor and Lessee agree that either party may record this Lease or a “Memorandum of Lease.”

23.NOTICES

(a) Any notice under this Lease shall be in writing and shall be sent by registered or certified mail to the last address of the party to whom such notice is to be given, as designated by such party in writing. The Lessor hereby designates its address as:

Municipality of Anchorage
Attn: Real Estate Services
P. O. Box 196650
Anchorage AK 99519-6650

The Lessee hereby designates its address as:

[Organization]
[Notice Address]

Notice may also be given in writing if delivered personally.

(b) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited in any U.S. Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

24.INTEGRATED AGREEMENT, MODIFICATION

This Lease has been entirely integrated into this document, which consists of pages 1 through 17. No other documents or oral statements are a

part of or control this Lease, and this Lease shall not be modified, altered or changed in any manner whatsoever unless in writing and signed by both parties.

25.HOLDING OVER

In the event that Lessee holds over at or after the term, the tenancy shall be deemed a month to month tenancy commencing on the first day of the hold over period. The terms of such hold over tenancy shall be specified by this Lease except that Lessor or Lessee may terminate the tenancy at any time by giving thirty (30) days written notice.

LESSOR:
MUNICIPALITY OF ANCHORAGE

LESSEE:
[Organization]

Kent Kohlhase
Municipal Manager

President & CEO

ATTEST:

Municipal Clerk

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2023, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such did personally appear to me, _____, known to be the _____ of _____, acknowledged to me that they executed the foregoing instrument as a free and voluntary act and deed of said Alaska non-profit corporation for the uses and purposes therein stated, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public in and for Alaska
My Commission Expires: _____