AMCC
DEC 7 2023

Martin D. Brown Sr.

RENTAL LEASE AGREEMENT

This Rental/Lease Agreement ("Agreement") is made between Martin D Brown Sr. (herein called "Owner/Landlord") and **Snow Capped Gardens, LLC** (hereinafter called "Tenant"). Owner/Landlord agrees to lease **13150 E. Soapstone Road Building #2, Palmer, Alaska. 99645.**

I. RENTAL/LEASE PROPERTY DESCRIPTION

Rental Lease Property known as Building #2 and located at **13150 E. Soapstone Road, Palmer, Alaska 99645.** Said Rental/Lease Property shall hereinafter be referred to as the Premises or the Building.

Note: The Landlord Acknowledges that it has been informed and know that the leased property stated above will be used as a Marijuana Product Manufacturing Facility.

II. NOTICES

Notices referenced in this Agreement are to be mailed and/or delivered to Tenant at the following address:

SNOW CAPPED GARDENS LLC (Tenant)
3253 W. Coghlan Circle #B
Wasilla, Alaska 99623

III. TENANT OBLIGATIONS

1. Tenant agrees to conduct himself/herself and his/her guests in a manner that will not unreasonably impair or diminish their neighbors' peaceful enjoyment of the premises. Tenant shall not unreasonably disturb or permit others on the premises to unreasonably disturb a neighbor's peaceful enjoyment of the premises.
2. Tenant shall maintain smoke detection devices as required under AS 18.70.095. Tenant agrees to check the smoke detector(s) and fire extinguisher(s) monthly for proper working order and to replace the batteries in all smoke detectors when necessary. Tennant will also take similar action in maintaining carbon monoxide detectors located within the premises.
3. Tenant agrees to dispose from the Unit all ashes, rubbish, garbage and other waste in a clean and safe manner, at reasonable and regular intervals, and shall dispose of such waste placing such waste in trash cans, etc.
4. Tenant agrees to use the premises as carefully as a prudent person would utilize the premises, and is responsible for and agrees to pay for any damage done by wind, rain or freezing weather caused by leaving windows open, by overflow of water or stoppage of waste pipes or other acts of accident or carelessness (attributed specifically to your actions/use. If attributed directly to the actions/use of the landlord, tenant will not be liable).
   A. Upon vacating the premises, Tenant will leave the Building in a clean and presentable condition. Tenant shall be responsible for any costs incurred to repair damage or clean Building.

B. Tenant agrees that upon termination of this Agreement, they will do or cause to be done the following to the Building:
   i. Clean bathroom sinks, tubs, toilets and cabinets.
   ii. Clean all flooring.
   iii. Clean any spills and sweep the parking areas, and
   iv. Repair all items belonging to and within the unit that are damaged beyond normal wear and tear. If tenant must do repairs to the unit, repairs must be done by a licensed contractor who is bonded and insured.
   v. Schedule a move out inspection 1 week prior to vacating premises. (Move out inspections are conducted Monday through Friday 9 am – 4 pm). Call Marty at 907-232-8687.

C. Tenant will notify Owner/Landlord in advance of any absence from the premises lasting more than seven (7) consecutive days.

D. **In the event of default by the Tenant, Landlord may not remove from the premises or take possession of any marijuana and or marijuana product, and AMCO enforcement will be notified immediately.**

IV. OWNER/LANDLORD OBLIGATIONS

V. CONDITION OF UNIT

Upon completion of a move-in inspection (which will be documented with a Premises Condition Statement or other similar inspection report form, to be signed by Landlord or its agent and Tenant, Tenant accepts said Unit and all appliances therein as in good condition according to the attached inventory and condition statements. Tenant agrees not to permit damage to the Unit, including woodwork, floors, walls, windows, or any appliances or fixtures therein, and further agrees to pay for any loss, breakage or damage thereto. No alteration or remodeling changes will be made to the Internal structure of the building or furnishings without the express written consent of the Owner/Landlord.

VI. PAYMENT OF RENT AND RENTAL/LEASE TERM

1. The monthly rental/lease will begin after the construction of the building and the Fire Marshal has issued a CCO and AMCO and the MCB is ready to issue the license. Rental term of this rental/lease agreement shall remain in effect indefinitely and/or until you submit your 30 day notice of termination of lease.
2. Full rental payment is due on or before the first of each month following the month of initial occupancy. Tentant payments are to be made with direct deposit to Martin Brown's checking account (deposit slips will be provided) and/or cash or cashier's check made payable to landlord. Payments received after the 15th day of the month will be considered late and subject to $100.00 late fee.
3. Initial occupancy of the Building is to begin any time after the Fire Marshal has issued the CCO., If the first month of occupancy is for less than the entire month, the first month's rent shall be prorated accordingly.
4. Early Termination will result in a charge of $1,000.00 to re-advertise and re-lease property.

VII. UTILITIES

1. Responsibilities for payment of utilities and services shall be as follows:

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	Landlord	Tenant	
Electricity	(___)	(_X_)	
Natural Gas	(___)	(_X_)	
Refuse	(___)	(_X_)	
Yard Care	(___)	(_X_)	Please be sure to pick up after your mess.
Snow/Ice Removal	(___)	(_X_)	
Telephone	(___)	(_X_)	
Cable	(___)	(_X_)	
Water/Sewer	(___)	(_X_)	

2. Tenant shall be responsible for paying his/her share of monthly electricity services directly to the Landlord. Utilities shall be placed in Tenant's name prior to Tenant assuming occupancy of the Unite. Owner/Landlord is entitled to request proof that Tenant has complied with this provision at the time of lease signing.

VIII. HOLD HARMLESS CLAUSE

Owner/Landlord shall not be liable for any damages arising from any act of any tenant or invitee of any tenant, or for any condition of the premises except for those directly resulting from any act of Owner/Landlord negligence, and Tenant agrees to indemnify and hold Owner/Landlord harmless from any and all claims and/or damages resulting from the negligence of Tenant and invitees of Tenant therefrom, to the fullest extent permitted by law.

IX. AGREEMENT OF CONTRACT LANGUAGE

I have read and fully understand the language written within this contract. No other promises or guarantees pertaining to condition of property have been made. This Building meets health and safety standards, is clean, and inhabitable condition. Listed below are any additional terms I have discussed with my Landlord.

1. **None**

Martin Dean Brown for Snow Capped Gardens, LLC	Martin Brown Sr.	9-21-2023
Tenant Name (Print)	**Tenant Signature**	**Date**
Tenant Name (Print)	**Tenant Signature**	**Date**
Martin Dean Brown	Martin Brown Sr.	9-21-2023
Landlord Name	**Landlord Signature**	**Date**

APPROVED
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