Alaska
Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on July 15, 2019 (the "Effective Date") by and between William W. Blixt (the "Landlord") and the following tenants:

William W. Blixt and Elizabeth Nicole Warren

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a single room, described below, located at 977 S. Roskelley Circle, Palmer, Alaska 99645 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

Room description: One car garage stall of the premises.

2. Term. This Agreement will begin on July 01, 2019 (the "Start Date"), and will continue from that date as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. Landlord may terminate the tenancy by giving written notice as provided by law.

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate as specified above. All other terms and conditions of this Agreement will remain in full force and effect.

3. Management. The Tenant is hereby notified that William W. Blixt is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact William W. Blixt by one of the methods below:

Address: 977 S. Roskelley Circle, Palmer, Alaska 99645
Telephone: 1-615-674-1725
Email: william.blixt@icloud.com

4. Rent. Tenant will pay to Landlord rent in the amount of **$0.01** (the "Rent"), payable in advance on the 1st day of each month, and is delinquent on the next day. If the 1st falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

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Payments should be sent to:

Payment address: 977 S. Roskelley Circle, Palmer, Alaska 99645, or at such other place as Landlord may designate from time to time.

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment:

- Personal check

- Cashier's check

- Cash

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. If the first month of the lease is a partial month, rent payment will be pro-rated at the rate of 1/30th of the monthly rent payment per day. No pro-rated rent shall be accepted at any other time.

5. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

6. Occupants. The only persons who may occupy the Property during the term of this Agreement are:

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- William W. Blixt and Elizabeth Nicole Warren

7. Possession. Tenant will be entitled to possession of the Property on the first day of the term of

this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

8. Use of Property/Absences. Tenant may use the Property for the cultivation of marijuana and related packaging and processing. The Property may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonable withheld. Tenant shall notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

9. Storage. No additional storage space on the Property is authorized, permitted or provided. Any personal property stored in the common areas of the Property will be removed without notice.

10. Parking. This Agreement does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Property.

11. Roof/Fire Escapes. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

12. Pets. Tenant is not allowed to keep any animals or pets on or about the Property

13. Keys and Locks. Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

14. Smoking. Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction.

15. Maintenance and Repairs. Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability. Except in an emergency, all maintenance and repair requests must be made in writing

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and delivered to Landlord or property manager. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry

16. Utilities and Services. Landlord will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required.

17. Default. Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

18. Termination upon Sale of Property. Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon 30 days' written notice to Tenant that the Property has been sold.

19. Military Termination. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

20. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property, and that it is at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

The tenant shall acknowledge or verify by the tenant's signature the accuracy of the premises condition statement and contents inventory prepared under Alaska Stat. 34.03.020(e). The premises condition statement and contents inventory may be used by the landlord or tenant as the basis (1) to determine whether prepaid rent or a security deposit shall be applied to the payment of damages to the premises when authorized by Alaska Stat. 34.03.070(b); and (2) to compute the recovery of other damages to which the parties may be entitled under this chapter.

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The premises condition is, in an action initiated by a party to recover damages or to obtain other relief to which a party may be entitled under this chapter, presumptive evidence of the condition of the premises and its contents at the commencement of the term of the period of occupancy covered by the rental agreement.

21. Alterations and Improvements. Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

22. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

23. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

24. Landlord Access to Property. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Property to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Property. As provided by law, in the case of an emergency, Landlord may enter the Property without Tenant's consent. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

25. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been

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adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

26. Default. In the event of a default, Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

27. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

28. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

29. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

30. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

31. Notice. Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Landlord:

William W. Blixt
977 S. Roskelley Circle, Palmer, Alaska 99645

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Tenant:

William W. Blixt and Elizabeth Nicole Warren

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977 S. Roskelley Circle, Palmer, Alaska 99645

Such addresses may be changed from time to time by any party by providing notice as set forth above.

32. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation for the State of Alaska. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

33. Governing Law. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

34. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

35. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

36. Estoppel Certificate. Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

37. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

38. Application. Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of

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this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

39. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Receipt

			Initials
Tenant	Landlord		
Security Deposit:	$	_____	_____
Pet Deposit:	$	_____	_____
Prorated rent for the Period:	$	_____	_____
July 01, 2019 to July 31, 2019			
Prepaid rent for the Period:	$	_____	_____
Other Charges or Deposits:	$	0.00_____	_____
Total Charges Received:	$	0.01_____	_____

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IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

By: _____ Date: 7/15/19

William W. Blixt
977 S. Roskelley Circle
Palmer, Alaska 99645

Tenant:

By: _____ Date: 7/15/19

William W. Blixt and Elizabeth NicoleWarren

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ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Alaska

County of Mat-Su, ss.

On this 15th day of July, 2019, before me appeared William W. Blixt, as the **LESSOR(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: Arianna Liedtke

Print Name: Arianna Liedtke

My commission expires: 05/16/2020

(Seal) OFFICIAL SEAL
Arianna Liedtke
Notary Public-State of Alaska
My Comm. Expires 05/16/2020

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Alaska

County of Mat-Su, ss.

On this 15th day of July, 2019, before me appeared Elizabeth W. Warren, as the **LESSEE(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: Arianna Liedtke

Print Name: Arianna Liedtke

My commission expires: 05/16/2020

(Seal) OFFICIAL SEAL
Arianna Liedtke
Notary Public-State of Alaska
My Comm. Expires 05/16/2020

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PA COURT FORMS DIVISION
INSTRUCTIONS TO FORMS
VALIDATED FIGURES
OFFICIAL SEAL

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