Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	SUSAN J BURRELL	**License Number:**	10163		
License Type:	Retail Marijuana Store				
Doing Business As:	THE 420				
Physical Address:	307 N. Nordic Dr.				
City:	Petersburg	**State:**	AK	**Zip Code:**	99833
Designated Licensee:	SUSAN J BURRELL				
Email Address:	ssusiesfire@msn.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Proof of Possession

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

REAL ESTATE LEASE

This Lease Agreement is made effective as of January 1st, 2017 by and between Tides Inn Alaska, LLC. ("Landlord"), and Susie Burrell ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the retail building (the "Premises") located at 307 N. Nordic Drive, Petersburg, Alaska 99833.

TERM. The 2 year lease term will begin on January 1st, 2017 and will terminate on December 31st, 2018.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of $1800.00 per month for the base lease of the overall property. This base lease is payable in advance on the 1st day of each month, for a total annual lease payment of $21,600.00 per year base rent plus percentage of sales. With the addition of a new retail space in 2017, the Tenant will also pay 2% of all gross retail sales up to a total of $3000 for sales of controlled substances in that location. These payments will be calculated from the Tenant's State METRC report and paid by the 7th of the following month. Lease payments shall be made to the Landlord at P.O. Box 372, Petersburg, Alaska 99833, or direct deposited in AGIC Wells Fargo account, which may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, first month rent and a security deposit of $1,800.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Landlord will retain only that portion of Tenant's security deposit necessary to pay accrued rent or compensate Landlord for damages suffered by reason of Tenant's failure to maintain the dwelling unit.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

PROOF OF POSSESSION FOR PROPOSED PREMISES. Landlord has no rights to any marijuana or marijuana products and will never remove or take possession of any such product from the premises. If any issue should arise related to these products, Landlord will contact AMCO enforcement. WB

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the north east section of the Premises as a retail store and cafe. In the newly constructed (2017) south section of the building the Tenant will operate a Marijuana product retail store. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant will include the Landlord as an additional insured party, on their policy.

DEFAULTS. Tenant shall be in default of this lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition for their intended use, and the agreed lease payments are fair and reasonable.

ADDITIONAL AGREEMENTS. Landlord and Tenant have agreement on the following:
-Tenant has right to alter the interior work space, at their cost, after approval of plan by the Landlord.
-All improvements made by the tenant to the facility become the property of Landlord at conclusion of lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: Tides Inn Alaska, LLC.
Address: P.O. Box 372
Petersburg, Alaska 99833 907-772-3333(w) 772-3413 (h) 518-0313 (c)

TENANT:

Name: Susie Burrell
Address: PO Box 485
Petersburg, AK 99833 907-772-3764 (w) 907-518-0001 (cell)

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

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be constructed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be constructed in accordance with the laws of the State of Alaska.

STORAGE. Tenant shall be entitled to store items of personal property in the buildings or on the property during the term of the Lease. Landlord shall not be liable for loss of or damage to, such stored items.

LATE PAYMENTS. Tenant shall pay a late fee equal to $100.00 for each payment that is not paid within 10 days after its due date.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period equal to the amount set forth in the following Renewal Terms paragraph. Such holdover shall constitute a month to month extension of this Lease.

RENEWAL TERMS. This Lease shall automatically renew on a month to month basis, unless either party gives written notice of the termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

NON-SUFFICIENT. Tenant shall be charged $50.00 for each check that is returned to Landlord for lack of sufficient funds.

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural part of the building
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring and the heating system
- all other items of maintenance not specifically delegated to Tenant under this Lease

Tenant's obligations for maintenance shall include:

- the sidewalks, including snow and ice removal
- area maintenance and cleanliness
- plugged drains due to actions by the tenant
- frozen pipes (It is the responsibility of tenant to prevent and repair any frozen pipes)

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises. This includes electricity, sewer, water, garbage, internet and television.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:
REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without prior written consent of Landlord, which shall not be unreasonably withheld.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

LANDLORD:

Dave Ohmer
Tides Inn Alaska, LLC.

TENANT:

Susie Burrell