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:	Volcano Flower LLC	**License Number:**	13615		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	VOLCANO FLOWER LLC				
Physical Address:	41253 Volcano View Ct.				
City:	Homer	**State:**	AK	**Zip Code:**	99603
Designated Licensee:	Timothy E Hamilton				
Email Address:	volcano@alaska.net				

Section 2 – Attached Items

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

Attached Items:	
7	Eight pages total including cover Commercial lease agreement (corrected version w/ physical address)

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

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COMMERCIAL LEASE AGREEMENT

1.) Parties.

This Commercial Lease Agreement is made this 13 day of March, 2018, by and between Timothy E. Hamilton and Anne K. Hamilton, husband and wife, P.O. Box 2118, Homer, Alaska 99603, hereafter referred to as LANDLORD, and Volcano Flower, LLC, an Alaska Limited Liability Company, Entity Number 10077523, P.O. Box 2118, Homer, Alaska 99603, hereafter referred to as TENANT.

2.) Description of Premises.

This Agreement concerns the following described real property, hereinafter referred to as "the premises:"

> A 12' x 16' shed located on Lot 4, Diamond View Estates, according to Plat No. 80-94, in the Homer Recording District, Third Judicial District, State of Alaska.

The physical address of the premises is 41253 Volcano View Ct., Homer, AK 99603.

3.) Lease of the Premises.

Landlord hereby agrees to lease to Tenant the premises.

4.) Use of the Premises.

The premises can be used by Tenant as a limited marijuana cultivation facility. Any other use of the premises must be approved in advance by Landlord. The Landlord is aware that the premises will be used as a marijuana establishment, and that the

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Landlord may not take possession or remove marijuana from the premises. AMCO will be contacted in the event of any default by Tenant.

5.) Term.

The premises is leased on a month-to-month basis, commencing on April 1, 2018, with no termination date.

6.) Rent.

Tenant shall pay Landlord the sum of $300.00 per month as rent for the premises, plus applicable sales tax.

Rent payments shall be made on or before the 1st day of each month.

7.) Utilities and Related Services.

Tenant shall be responsible for paying for all utilities provided to the leased premises.

8.) Sublet.

Tenant may not sublet any portion of the premises without Landlord's written consent, which may be withheld for any reason.

9.) Real Property Taxes.

Landlord will be responsible for all real property taxes assessed against the premises.

10.) Insurance.

Landlord will be responsible for securing insurance, if any, on the 12' x 16' shed. Tenant will be responsible for insuring and replacing its own contents in the event of a fire or other casualty.

11.) Tenant's Obligations.

Tenant is responsible for the following:

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a.) To keep the premises clean through regular janitorial service (at Tenant's expense) or other means;

b.) To comply with all local, state and federal laws and to refrain from using the premises in any fashion inconsistent with said laws;

c.) To keep the premises free from any liens and encumbrances resulting from Tenant's actions; and

d.) To return the premises to Landlord at the conclusion of the lease term in the same condition as at the commencement of the term, normal wear and tear excepted.

12.) Landlord's Obligations.

Landlord is responsible for allowing Tenant occupancy and quiet enjoyment of the premises during the lease term.

13.) Maintenance, Repairs and Improvements.

Any alterations to the premises to accommodate Tenant must be with Landlord's written consent and will be at the sole expense of Tenant.

14.) Damage to the Premises.

Tenant is responsible for repairing any damage to the premises caused by Tenant's conduct, or the conduct of Tenant's family, guests, subtenants, clients, contractors, or other persons on the premises with Tenant's permission.

15.) Indemnification and Hold Harmless.

Landlord agrees to release Tenant, Tenant's agents, employees and representatives, and to indemnify and hold such persons and entities harmless, from any claims for damages for injury to Landlord, its family, guests, subtenants, clients, contractors, or other persons on the premises with its permission, by reason of any condition of the

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premises within the control and responsibility of Landlord, or arising from Landlord's activities conducted on the premises.

Tenant agrees to release Landlord, its agents, employees and representatives, and to indemnify and hold such persons and entities harmless, from any claims for damages for injury to Tenant, Tenant's family, guests, subtenants, clients, contractors, or other persons on the premises with Tenant's permission, by reason of any condition of the premises within the control and responsibility of Tenant, or arising from Tenant's activities conducted on the premises.

16.) Events Constituting Default.

Tenant's right to occupy the premises will, at Landlord's discretion and option, cease should Tenant engage in the following conduct:

a.) Any conduct which constitutes a default under Alaska law;

b.) Fail to comply with any material term of this Agreement, including payment of rent;

c.) Commit waste on the property, beyond normal wear and tear, and fail to cure such waste within ten (10) days; or

d.) Abandon the premises.

In the event of a default, Landlord shall give Tenant written notice of the default and a ten (10) day opportunity in which to cure. In the event the default is not cured by the deadline, this Agreement shall terminate, and Landlord shall notify AMCO.

Upon termination of the Lease, Tenant will remain responsible for any additional rent payments due through the lease term (together with any other damages incurred by Landlord), subject to Landlord's obligation to mitigate its losses by attempting to lease the premises to an alternate tenant.

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17.) Security/Cleaning Deposit.

There shall be no security deposit.

18.) Access.

Landlord, its agents and employees have the right to enter the premises for the following purposes:

a.) Any purpose permitted by Alaska law;

b.) To inspect the premises;

c.) To make necessary repairs, additions or alterations; or

d.) To control emergency situations and to protect the premises.

Landlord may enter the premises for these purposes only upon 48 hours advance notice to Tenant.

19.) Destruction or Condemnation of Premises.

In the event the premises are destroyed or made unusable by fire or natural causes, or are the subject of a condemnation proceeding by any government authority, this Agreement will terminate at the option of either party. Tenant will bear the risk of any resulting loss to it, including any loss of his right to possession; loss of contents; and loss of income. A pro rata reimbursement of any pre-paid rent will be made to account for the early termination of the lease.

20.) "As Is" Condition.

Tenant accepts the premises in "as is" condition. Landlord makes no representations as to the suitability of the premises for Tenant's needs. By signing this Agreement, Tenant agrees that the property is acceptable "as is." Landlord makes no promise to alter, repair, make additions to, or replace anything within the premises, except as may be specifically provided for in this Agreement.

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21.) Complete Agreement and Applicable Law.

Upon execution, this Agreement shall become binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. This Agreement and the documents referred to herein shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements, written or oral. Any additions or modification to this Agreement must be in writing and signed by Landlord and Tenant.

This Agreement will be interpreted according to the laws of the State of Alaska.

22.) Remedies on Breach.

In addition to any specific remedies set forth herein, upon breach, either party may seek specific performance of this Agreement, pursue a claim for damages, or pursue any other lawful remedy.

Volcano Flower, LLC, Tenant

3.13.18
Date

By: Timothy Hamilton/Anne Hamilton
Its: Managing Member

3.13.18
Date

Timothy E. Hamilton, Landlord

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3-13-18
Date

Anne K. Hamilton
Anne K. Hamilton, Landlord

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