Martin D. Brown &
Janette L. Brown

RENTAL LEASE AGREEMENT

This Rental/Lease Agreement ("Agreement") is made on the 30 day of April, 2019 between Marty and/or Janette Brown (herein called "Owner/Landlord") and **SNOW CAPPED GARDENS 2, LLC** (hereinafter called "Tenant"). Owner/Landlord agrees to lease **3253 W. Coghlan Circle, Suite 101 (Shop on ground level), Wasilla, AK 99623.**

*To the extent that there is more then one tenant, each will be identified by name, but for purposes of this Agreement, shall be collectively referred to as "Tenant".

I. RENTAL/LEASE PROPERTY DESCRIPTION

Rental Lease Property known as the "M&J Brown Duplex" located at **3253 W. Coghlan Circle, Suite 101 (Shop on ground level), Wasilla, AK 99623**. Said Rental/Lease Property shall hereinafter be referred to as the Premises or the Unit.

Note: The Landlord Acknowledges that it has been informed and know that the leased property stated above will be used as a marijuana cultivation establishment.

II. NOTICES

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

SNOW CAPPED GARDENS 2, LLC (Tenant)
3253 W. COGHLAN CIRCLE #B
WASILLA, AK 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).

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A. Upon vacating the premises, Tenant will leave the Unit in a clean and presentable condition. Tenant shall be responsible for any costs incurred to repair damage or clean Unit.
B. Tenant agrees that upon termination of this Agreement, they will do or cause to be done the following to their unit:
   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 Janette at 907-232-8686.
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 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 rate is **$4,500.00 per month beginning May 1, 2019**. 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. Tent payments are to be made with direct deposit to Martin & Janette Brown checking account (deposit slips will be provided) and/or cash or cashier's check made payable to landlord. Payments received after the 5th day of the month will be considered late and subject to $100.00 late fee.
3. Initial occupancy of the Unit is to begin on May 1, 2019. 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.

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License 19874

VII. UTILITIES

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

	Landlord	Tenant
Electricity	(___)	(_X_) (your useage/cost will be provided by Landlord w/backup documentation & are to be paid to landlord)
Natural Gas	(_X_)	(___) Please have your heat lowered to 68 degrees during day when not home.
Refuse	(_X_)	(___) (small bags of garbage may be put in dumpster). Large items such as furniture, etc. must be taken to the dump by tenant.
Yard Care	(_X_)	(_X_) Please be sure to pick up after your mess.
Snow/Ice Removal	(_X_)	(_X_) Landlord to plow, tenant to shovel entry /storage areas.
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.

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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 Unit meets health and safety standards, is clean, and inhabitable condition. Listed below are any additional terms I have discussed with my Landlord.

1. None

Marlyn Brown	Marlyn Brown	12-13-19
Tenant Name (Print)	Tenant Signature	Date
Tenant Name (Print)	Tenant Signature	Date
Janette L. Brown	Janette L. Br	4/30/19
Landlord Name	Landlord Signature	Date

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