# Commercial Lease Agreement

**PLEASE BE ADVISED – THIS IS A CONTRACT**. Once completed, TENANT(S) are assuming responsibility and liability for the terms and conditions of this contract. Should plans change, OWNER may not return TENANT security deposit or pre-paid rents, except for as outlined in Alaska Landlord TENANT Law. It is non-refundable and will be paid back only if another TENANT is found to occupy the TENANT(S) of their obligation and the OWNER has suffered no financial loss

SM Initials

**FIRE EXTINGUISHER, SMOKE DETECTORS & CO DETECTORS**: The OWNER has provided the leased premises with a fire extinguisher. These items are provided as a safety and precautionary measure. In consideration of the placement of these items in the leased premises, TENANT agrees to indemnify and hold harmless, OWNER, OWNER or assignees arising out of the failure of said units to function properly; including reasonable counsel fees, expenses, and other liabilities incurred in the defense of any such claim.

TENANT agrees **NOT** to tamper with, or attempt to repair, the fire extinguisher. Any use of the fire extinguisher for purposes other than the TENANT to be liable to pay the cost of recharging or replacing the fire extinguisher. TENANT AGREES TO SMOKE AND CO DETECTORS AND CHANGE BATTERIES WHEN NEEDED. By initialing below, TENANT acknowledges that the fire extinguisher, CO and smoke detector are in place on the premises. TENANT acknowledges they are responsible for the cost of replacement of the unit{s} in the event the unit{s} is lost or destroyed by the negligent or deliberate actions of the TENANT for the term of TENANT's occupancy of the premises.

It is understood and agreed that the OWNER does not carry fire and other casualty insurance covering the TENANT's personal contents. It shall be the sole responsibility of TENANT to procure such insurance for the entire term of this lease if TENANT desires protect those casualties.

SM Initials

**NOTICE TO THE TENANT:**

UNDER NO CIRCUMSTANCES will the security deposit be applied to rents. When TENANT vacates, OWNER will only refund of the full security deposit should all rent be current, the premises is left clean and in good repair (with only normal wear and tear) and all conditions of the lease are fulfilled.

SM Initials

LEASE PROVISIONS:

Security Deposit $ $7750- Pet Deposit $ Ø Total Deposit $ $7750-

Rental Rate $ $7750- Lease Start: 2/1/21

AMCO

MAY 12 2021

The OWNER(s): Troy Millhouse

And TENANT(s): Alaska Tasty Cannabis, LLC

For and in consideration of the mutual covenants herein, OWNER agrees to lease/rent to TENANT, and TENANT agrees to lease/rent from, for residential use only, the premises located at:

810 E. 6th Ave. Anchorage AK 99501

Street Address and Unit Number | City | State | Zip

SW

Legal Description | Gas Meter | Electric Meter

1. **Term**: The term of this agreement shall be for MONTH(S) beginning 2/1/21 and ending 2/1/22. TENANT acknowledges obligation to pay rent for the full term of the lease. In the event the TENANT chooses to stay beyond the indicated lease period without renewing the lease (hold over) and with OWNER'S agreement, TENANT shall be deemed to be in a month to month tenancy at the same rental rate stated previously UNLESS: OWNER notifies TENANT, at least 30 days before the rental due date specified above, that a new rental amount will become effective or their vacancy is required. In a hold over tenancy, the TENANT shall be bound by all the terms, covenants and conditions of this agreement so far as applicable. Should TENANT remain on the premises without the consent of OWNER after the natural expiration of the initial lease, the rental rate for the period of holdover shall be one and half times (1.5) the normal rental rate described above.

2. **Rent**: TENANT agrees to pay rent for the described premises, without demand, to OWNER in the amount of $7750 PER MONTH, payment due on or before the 1ST day of EACH MONTH. While TENANT is under lease, TENANT is obligated to the full term of the lease or until a new TENANT is found. If TENANT break the lease TENANT will be held responsible for all fees incurred to re-rent the property, including but not limited to a leasing fee of $100, utilities and rent. All payments shall be due on or before the 1ST day of each month by CHECK, MONEY ORDER, CASHIERS CHECK or Cash.

Please make checks payable to: Troy Millhouse

Rent payments mailed shall be mailed to:

PO Box 874574
Wasilla, AK 99687

3. **Notice of Intent to Move**: Upon acceptance of this least, TENANT is obligated to the full term of the lease. However, TENANT is required to give notice on or before the

Received by AMCO 11.18.21

first day of the last month of the leasing period of their intention to vacate the property. If lease is broken, TENANT will be obligated to pay any fees the owner incurs in order to find a new TENANT. This includes, but is not limited to, rent and utilities until the unit is rented to another TENANT and a re-leasing fee of $__100-____. Per the Alaska Landlord and TENANT Act, TENANT is required to provide a 30-day written notice of intent to move. This written notice must be provided prior to the first day of the month in which you intend to move. (Example: If you intend to move June 30th, OWNER must receive written notice on or before June I.) THERE IS ABSOLUTELY NO SUBLETTING.

4. **Late Fee/NSF Fee**: TENANT agrees that a late fee of $75.00 shall be charged if the rent is not paid on or before the 5Th day of each month. NSF fee is $30.00 per event After 2ND NSF occurrence, OWNER will no longer accept personal checks and only certifi

5. **Security Deposit**: Upon signing this lease, TENANT deposits with OWNER the sum of $__7750-__ as a security deposit fee. In the event TENANT fails to occupy the premises after signing the lease, the OWNER will refund any amount remaining after deducting actual damages of lost rents. Once TENANT has given proper notice of moving out, the TENANT shall be entitled to a full refund of the security deposit within 14 days of the last day of occupancy so long as no damage has been done beyond that caused by normal wear and tear, all keys are returned AND the rent is current. If TENANT does not give property notice or abandons the dwelling, OWNER may take up to 30 days after the tenancy is terminated to return the deposit and/or provide a written notice of accrued rent and damages. In the event that the security deposit is received from more than one TENANT, OWNER shall execute a check to TENANTS, jointly, for refund of the unused security deposit. The TENANTS specifically agree that they shall be responsible for allocation of the refunded security deposit between themselves, and hereby waive any claims or causes they may have against the OWNER for failure to refund the security deposit.

6. **Smoking**: There is NO SMOKING of any kind in the facility, of ANY substance.

7. **Use of Premises**: The described premises shall be used and occupied by TENANT exclusively as a Commercial Retail Space. TENANT agrees to use the premises as a careful and prudent person and agrees to pay for, any damage done by wind or rain caused by leaving windows or doors open, by negligence, or by carelessness.

8. **Condition of Premises**: TENANT states he examined the described premises, including the grounds and all building and improvements, and they are in good repair, appear safe, clean and habitable unless otherwise noted on the walk-through documentation. Should conditions change, OWNER should be notified by in writing immediately.

9. **Assignments & Subletting**: There shall be absolutely no subletting or assignments

AMCO

MAY 12 2021

without the prior written consent of OWNER. Any assignment or subletting without the prior written consent of OWNER, or any assignment or subletting by operation of law, shall be void and shall, at OWNER'S option, terminate the lease.

10. **Alterations and Improvements**: TENANT shall make no alterations to the buildings on the premises or construct any building or make other improvements on the premises without the prior written consent of OWNER. All alterations, changes and improvements built or placed on the premises by TENANT without written permission (with the exception of factures removable without damage to the premises and movable personal property), shall become the property of OWNER and remain on the described premises at the expiration, or sooner termination, of this lease.

_____ Initials

11. **Damage to Premises**: If the described premises becomes uninhabitable by casualty not due to TENANT'S negligence, the premises shall be promptly repaired by OWNER, and the rent shall be placed on hold until the unit can again be inhabited. If the leased premises should be damaged, by other than TENANT'S negligence or willful act, to the extent that OWNER shall decide not to rebuild or repair, the term of this lease shall end, and the rent shall be pro-rated up to the time of damage.

_____ Initials

12. **Dangerous Materials**: TENANT shall not keep, or have on the premises, any article or thing that any responsible insurance company would consider dangerous, flammable, or explosive which might increase the danger of fire and/or other destruction of premises.

13. **Utilities**: The following utilities are paid as indicated below:

| | Owner | TENANT | | Owner | TENANT |
|---|---|---|---|---|---|
| Gas | | | Snow Removal | | |
| Electric | | | Trash | | |
| Yard Maintenance | | | Water | | |
| Phone, Internet | | | | | |

14. **Maintenance and Repair**: TENANT will, at their own expense, keep and maintain the premises in good, sanitary condition and repair. In particular, TENANT shall keep the fixtures in good order, change filter for furnace 3-4 times a year and keep water softener units full and functioning. TENANT shall not cut any trees or remove any shrubbery or landscaping without the written permission of OWNER. If there is shrubbery or landscaping concerns, TENANT shall notify OWNER in writing, as soon as possible.

No sign shall be placed, or painting done (interior or exterior), on or about the leased premises without the prior written consent of OWNER. TENANT shall be held responsible for all damages resulting from TENANT'S misuse, waste or neglect. OWNER shall not be responsible for furnishing any garden tools or equipment. Major maintenance and repair of the leased premises due to the TENANT's misuse; waste or neglect by any guest, employee, family, or visitors shall be the responsibility of

AMCO
MAY 12 2021

TENANT. TENANT must be available to let contractors in or give permission to enter.

_____Initials

15. **Animals**: TENANT will not leave unattended dogs in the retail space or grounds. Pets(s) are not to cause danger, damage, nuisance, noise, health hazard or soil the retail space, grounds, common areas, walk ways, parking areas, landscaping or gardens. TENANT agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury, or actions arising from or caused by TENANT's pets.
The TENANT agrees to observe the following regulations:
Dogs & Cats: Must be controlled at all times. Must be kept on a short leash while in common areas or on the grounds. Barking will not be tolerated in that it is considered to be a nuisance to other occupants and neighbors. TENANT AGREES that pet waste will be cleaned up immediately, and disposed of in a safe, healthy manner.

***IF PET WASTE IS NOT CLEANED UP AND DISPOSED OF IN A SAFE MANNER, YOU WILL BE CHARGED $ 500 PER HOUR FOR CLEAN UP!

_____Initials

16. **Right of Inspection**: By giving TENANT a 24-hour advance notice, OWNER shall have the right, during the term of this lease and any renewal, to enter or have the unit entered for inspection, any prospective or actual purchasers, repairmen, or prospective TENANTS. Notice can be given verbally, left on voicemail, written, emailed or texted and TENANT may or may not be at present for the appointment.

_____Initials

17. **Display of Signs**: During the last thirty (30) days of this lease, OWNER or OWNER shall have the right to display "FOR LEASE" signs. Upon 24-Hour Notice to the TENANT, OWNER and/or OWNER may show the property to prospective TENANTS and/or PURCHASERS. At any time during this lease, Landlord may place "FOR SALE" signs on the property. Upon giving TENANT 24-Hour notice as described above, OWNER and/or OWNER may show the premises to potential purchasers. Sale of the unit does not cancel the TENANT's current lease.

18. **Surrender of Premises**: In the event TENANT remains in the leased unit after the natural expiration of this lease, without the consent of OWNER, the rental rate for the period of holdover shall be one and half times (1.5) the normal rental rate. At the expiration of the lease term, TENANT shall surrender the premises in as good of condition as when they moved in with the exception of reasonable wear and tear, and damage by the elements not caused by TENANT negligence. In addition, TENANT agrees that upon move out they will do the following to assure the leased unit is in the same or better condition than when TENANT moved in:

Replace any burned out light bulbs.
Wash all tile/vinyl or wood flooring.

AMCO

MAY 12 2021

Wash inside of all windows and clean all windowsills.
Clean and defrost refrigerator/freezer, clean stove, oven and vents.
Clean all sinks, toilet bowls, showers and tub enclosures.
Clean all baseboard heaters or heat registers.
Clean bathroom vent fans
Replace all filters
Clean the inside of all cabinets (kitchen, bathroom and medicine).
Return all keys, remotes and security codes. If these items are not returned by TENANT, cost of re-keying locks will be charged to TENANT
Leave owner manuals for ovens and appliances for the next TENANT
Leave fire extinguisher in the unit or TENANT will be charged to have a handyman bring another one to the rental unit.
Undeveloped areas on the exterior to be left clean and neat
Trash and personal belongings removed from rental unit, garage and yard

19. **Absence or Abandonment**: TENANTS are required to notify the OWNER any time they plan to be gone for more than 7 days (more than 4 days during winter). If the TENANT plans to only be gone a couple of days and then finds out it will be longer, they are required to advise the OWNER immediately in writing. It is recommended TENANT have someone check their space on a daily basis to help protect the property from damage such as that caused by freezing pipes. TENANTS who willfully fail to give notice of being absent from the property can be sued by the owner for one and half times (1.5) the actual damages caused by any calamity occurring during their absence. If the TENANTS are gone more than a week without notifying the OWNER, the OWNER may, as times necessary, access the unit for repairs, inspections or to showings.

20. **Insurance and Indemnification**: During the term of this lease, Owner shall maintain insurance against fire and other property loss. TENANT will acquire sufficient renter's insurance coverage for public liability and TENANT's personal property. Owner insurance policies do not cover TENANT belongings in the event of a fire, flood, septic backup and other losses. Further, TENANT shall indemnify and hold harmless OWNER/ OWNER from any and all claims arising out of TENANT'S occupancy, use and possession of the leased unit. OWNER/ OWNER shall not be responsible for TENANT'S possessions or contents of the premises, for loss or damage for any reason.

_____Initials

21. **Representations**: OWNER and OWNER have made no representations, or warranties of any kind with respect to the premises, or any part thereof. In the event that any such warranties or representations are made; they shall be reduced to writing and attached hereto as an exhibit. Unless so reduced to writing and attached hereto, no representations or warranties of any kind shall be valid, or of any effect.

22. **Entire Agreement**: Modification: This lease contains the entire agreement between TENANT(S), OWNER and OWNER and supersedes all and any other prior agreements and understandings between the parties, and any executor agreement hereafter made shall not be effective to change, modify or discharge any part of this agreement unless such executor agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

AMCO

MAY 12 2021

23. **Notices**: Any notice or demand, which, under the terms of this lease or any statute, may or must be given or made by the parties thereto shall be sufficient when given in writing and hand-delivered or mailed by certified mail, addressed to the other party as follows:

OWNER: Troy Millhouse
PO Box 874574
Wasilla AK 99687

24. **EMERGENCY**: In case of emergency call _____ after normal business hours. **An emergency would be major plumbing leak, no heat, no water, flood, fire, etc.

25. **Time is of the Essence**: Time is of the essence of each and every term, condition, provision and covenant of this Lease.

26. **Binding Effect**: This Lease shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, successors, heirs and assigns. This provision, however, shall not affect any other provision in this Lease with respect to restrictions on assignments or default of TENANT.

27. **Invalid Provisions**: If any provision of this Lease is found to be invalid or prohibited by law, such invalidity shall not affect the remaining provisions of this Lease and the remaining provisions shall continue in full force and effect.

28. **Choice of Law**: The parties to this Agreement expressly agree that the laws of the State of Alaska shall govern the validity, construction, interpretation, and effect of this Lease.

29. **ABSOLUTELY NO DISCHARGE OF FIREARMS OF ANY KIND ON THE PROPERTY.**

30. **ARCHERY IS NOT PERMITTED ON THE PROPERTY.**

31. **NO TRAMPOLINES PERMITTED**

**32. In the event of eviction or abandonment, Owner/Landlord/Lesser will not take possession of or remove marijuana from the premises, and will contact AMCO in the event that removal is necessary.**

**RULES AND REGULATIONS**

A. **VEHICLE** - Junk or non-operational vehicles, automotive parts, and tires are not allowed to be stored on the property without written permission from the OWNER. Maintenance of any vehicles will be limited to emergency purposes only. No oil changes or antifreeze changes are allowed on the property.

AMCO
MAY 12 2021

Canna Get Happy has 2 designated Handicap spaces, 1 Veteran space, and 9 additional open parking spaces for the public. Additional vehicles, utility trailers, snow machine or ATV vehicles and trailers will not be stored or left on the premises without written permission of the OWNER.

B. **PARKING AND RECREATIONAL VEHICLES** — Parking lot areas are for TENANT/Customer parking only. Vehicles parked in unassigned spaces, abandoned vehicles or vehicles blocking other vehicles will be towed at the Vehicle Owner's expense and without notification. Motor homes, campers, boats, ATV or other recreational vehicle, etc., will not be parked on the premises without prior written permission. Parking areas may not be used to repair, rebuild or wash vehicles. All vehicles must be moved off premises every 24 hours or are subject to towing at Vehicle Owner's expense.

C. **NOISE**—All TENANTS shall be required to respect the rights of the other TENANT'S' peace, comfort and enjoyment at all times. Everyone is to keep musical instruments, radios, television sets, CD players, stereos, parties and children quiet so that other TENANTs are not disturbed. TENANTS are responsible not only for their actions but also for the actions, and/or damages, resulting from guests.

D. **STORAGE ROOMS** - Dangerous materials or highly flammable liquids should not be used near heaters and will not be stored in the crawl space or storage rooms.

E. **GENERAL CLEANLINESS** - TENANTS shall keep outside area, walkways, etc., free of construction material, personal property, bicycles, aircraft, inoperable vehicles, tires, vehicle parts, and garbage so as to present a neat and pleasant appearance. The front of the building will not be used for storage of any kind. Do not use common areas to store your bicycles and other items.

_____Initials

F. **HAZARDOUS WASTE** - Oils, paints, lubricants or other hazardous/toxic materials will not be disposed of (or spilled) on the premises. Particular attention should be paid while doing any emergency automotive work to avoid contamination. Also, vehicles should be checked periodically to ensure no dripping fluids exists. If leaks are detected, they should be fixed promptly. Until they are fixed, drip pans are to be used. TENANTS are responsible for clean-up of any spilled items to avoid contamination of concrete, asphalt or soil. Recent environmental concerns have focused attention on the seriousness of such contamination. Proper cleanup, even small spills, can cost hundreds and even thousands of dollars. TENANTS are liable for, and can be prosecuted for, contamination they cause.

_____Initials

G. **BLINDS AND DRAPES** - No unsightly window coverings will be allowed. If there are no blinds on the premises, TENANT may put up your personal window coverings. Hanging sheets and blankets over windows will not be allowed.

AMCO

MAY 12 2021

H. **SNOW & REFUSE REMOVAL** - Owner is responsible for all snow & refuse removal from the area on the premises unless otherwise stated. If stated in contract previously, OWNER will provide regular trash service. TENANTS are to maintain snow removal from all steps and porches for their own unit.

I. **COMMON AREAS** (if applicable) - There shall he no playing or running in the public halls, stairways, sidewalks or parking areas. Please have children play in own unit or in the yard area. Decks are not to be used for storage.

J. Absolutely no antennas or satellite systems of any kind will be installed on the building without prior written permission. All leaks, continuously running toilets, leaking windows, appliances problems, and defects or potential defects in the rental unit shall be reported to the OWNER as soon as possible, to minimize potential damage to the unit.

K. Vehicles are to be parked at least 15 feet away from the building when idling, due to the dangers of carbon monoxide poisoning. Loud vehicles WILL NOT be tolerated.

L. TENANT shall not violate any city or borough ordinance, or state law in or about said premises. Such violation may result in termination of tenancy.

M. TENANT agrees to comply with these rules and regulations, together with any subsequent rules and regulations that maybe adopted by OWNER for the general benefit of all residents of the building as a whole. A violation of any rule shall be sufficient cause for OWNER action.

N. Nothing contained in this agreement shall be construed as waiving any of the rights of OWNER or TENANT under the laws of the State of Alaska.

NOTICE TO TENANTS: DO NOT TOUCH THE BOILER OR FURNACE IN ANY WAY. Do not use any spigots found on the boiler or heater! Do not turn any knobs, valves, pipes, etc. or try to relight the boiler or heater! Some of the boilers or heaters have pressurized systems or may be filled with chemicals like glycol (antifreeze), which could be dangerous if handled incorrectly. All maintenance issues MUST be directed to OWNER. TENANT will be held fully responsible for any and all damages caused by their actions. IN WITNESS WHEREOF, the parties have executed this Lease on the day and year herein above
first written.

2/1/21

TENANT DATE OWNER Date

AMCO

MAY 12 2021