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LEASE AGREEMENT

In consideration of the agreements stated herein, the Tenant(s), known as **The Mason Jar, LLC**

and the Landlord, **R&S Rentals**, hereby rents them the dwelling located at

5690 Glacier Hwy., Unit 19 for the period commencing on August 1, 2024 and monthly thereafter until the 1st day of August, 2025 at which time this agreement is terminated. Tenant(s), in consideration of Owner's permitting them to occupy the above premises, hereby agree(s) to the following terms:

Monthly Rent	$ 3500.00
Security Deposit	$ 2000.00
Key Deposit / Last Month	$ **3500.00**
Pet Deposit	$ 000.00
TOTAL Due at Lease Signing	$ 9000.00

1. TERM The term hereof shall commence on **August 1, 2024**
Either shall terminate the same by giving the other party **90 days** written notice, provided that tenant agrees not to terminate prior to the expiration of 12 **months**.
Tenant agrees to cooperate with Owner in the showing of the premises for sale or re-rental and agrees to make premises accessible and in presentable condition once notice is given to vacate.

2. RENT Rent shall be **$3500.00** per month, payable in advance, upon the **1st** day of each calendar month to Owner or his authorized agent, at the following address: **5690 Glacier Hwy** or at such other places Owner may designate. Rent must be paid in full and no amount subtracted from it. Tenant may be required to pay other charges to Owner under the terms of this lease. They are to be called "added rent". Added rent charges can result when Owner or his agent must pay for any expenses which are the tenant's responsibilities under the terms of the lease. This added rent is payable as rent, together with the next monthly rent due. If tenant fails to pay added rent on time, Owner shall have the same rights against tenant as if it were a failure to pay rent.

3. LATE FEES In the event rent is not paid by the 5th (Fifth) day after due date, Tenant agrees to pay a late charge of $50.00. Additional late charges of **$10** will be incurred for each day the rent is late beyond the fifth (5th) day of the month. Tenant agrees to further pay $50.00for each dishonored bank check.

4. UTILITIES Tenant shall be responsible for the payment of the following utilities and services: Electricity, telephone, tv, and internet. Landlord will be responsible for supplying the following utilities: water/sewer & snow plowing.

5. USE The premises shall be used as a Marijuana Sales Business

6. HOUSE RULES In the event that the premises are a portion of a building containing more than one unit, or a single family dwelling, Tenant agrees to abide by any and all house rules, whether initiated before or after the execution hereof, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas.

7. MAINTENANCE, REPAIRS OR ALTERATIONS Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted Tenant shall be responsible for damages caused by his negligence and that of his family, invitees or guests.

Tenant agrees to reverse any major alternations made to the rental space, back to its original condition, prior to vacating the premises upon termination of the lease agreement.

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- **PAINT** Tenant shall not paint, paper or otherwise redecorate without the prior written consent of the Owner. All paints and materials and work plans must be approved in writing by Owner or his authorized agent.
- **GROUNDS** Tenant shall be required to maintain any surrounding grounds. Tenant is responsible for snow and ice removal from walks and entry and any areas where safety should be observed.. Plowing and sanding shall be provided but Tenant to apply salt as needed and shovel entry door to business as needed.
- **ADDITIONAL ITEMS**. Should Tenant attach any fixtures, blinds or any other objects to the real property by nails, screws or glue, it is agreed that these objects will remain with the premises and be may be subject to cost of removal at Owner's discretion Tenant is responsible for minor repairs. Repairs resulting less than $__50.00_____ shall be deemed minor repairs. Should Tenant neglect maintenance responsibilities, Owner or agent may assume them on Tenant's behalf and any expenses incurred by Owner in connection therewith shall be additional rent (added rent), payable to Owner on demand.

9. ORDINANCES & STATUTES Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the premises.

10. SPACE "AS IS" Tenant has inspected the premises. Tenant states that they are in good order and repair and takes premises "as is".

11. ASSIGNMENT AND SUBLETTING Tenant shall not assign this agreement or sublet any portion of the premises.

12. APPLIANCES The appliances provided in the dwelling by the Owner are as follows: None
If Tenant does not agree to be responsible for the care and maintenance of the appliances, but rather use his own appliances, he may request that Owner's appliances be removed from the premises.

13. HEATING AND COOLING SYSTEMS Electric and kerosene heating units are prohibited without Owner's written permission.

14. RIGHT OF ENTRY FOR PERIODIC INSPECTION The Owner or his agent may enter the premises with prior consent of the tenant, or with 24 hours written notice to any tenant on the premises to be entered. The Owner may enter during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. The Owner shall be deemed to have given 24 hours written notice by posting a notice in a noticeable place stating such intent to enter, at least 24 hours before the intended entry. However, in the event of an emergency constituting a danger to life, health or property, the Owner or his agent may enter the property at any given time without the consent of or notice to the tenant.

15. INDEMNIFICATION Owner shall not be liable for any damage or injury to the tenant, or any other person or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage or injury is the proximate result of the negligence of the Owner, his agents or employees. Tenant agrees to hold Owner harmless from any claims from damages , no matter how caused except for injury and damages for which Owner is legally responsible.

16. POSSESSION If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within _____ days of the commencement of the term hereof.

17. SECURITY The security deposit set forth, shall secure the performance of the tenant's obligations herein. Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations herein, including, if Tenant is in default of this lease, attorneys fees to recover the premises from the tenant. Any balance remaining upon termination shall be returned to the tenant. Tenant shall not have the right to apply Security Deposit in payment of any rent. Security deposits must be raised proportionately with rent increases.

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18. WAIVER No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Owner's right to the full amount thereof. This lease supersedes any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance programs.

19. DEFAULT If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in a manner required by law, the Owner, at his option, may terminate all rights of the tenant herein, unless Tenant within said time shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In a proceeding to get possession of the premises, Tenant agrees to make no motions to the court concerning issues such as habitability or delaying the legal process with requests for additional time. Tenant waives all rights to return to the premises after possession is returned to Owner by a court. Tenant agrees to waive rights to trial by a jury in any matter which comes up between the parties under or because of this lease. Tenant shall not have the right to make a counterclaim or set off. In the event the Landlord takes possession of the Premises due to default, Landlord my not take possession of any marijuana or marijuana product. Landlord will contact the State of Alaska Alcohol and Marijuana Control Office in the event that this becomes necessary.

20. ATTORNEY'S FEES In any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Owner or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. NOTICES Any notice which either party may or is required to give, may be given by mailing the same, by certified mail, to Tenant at the premises, or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.
Tenant is required to notify Owner in writing of Intention to Vacate or Intention to Re-new at least **90** days before the expiration of this lease. Tenant agrees to follow instructions provided in the **Intention to Vacate form** and the **Intention to Re-new form.**
Tenant agrees to immediately notify Owner or Agent in writing by certified mail of any dangerous or hazardous conditions existing on the premises.

22. OPTION TO RE-NEW LEASE Tenant has the option, providing the terms and conditions of this lease have been complied with and satisfied, to re-new this agreement for a period of **_To Be Determined__**, at an annual increase of **__To Be Determined___**, subject to Owner's approval.

23. HOLDING OVER Any holding over after expiration hereof, with the consent of the Owner, shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable. The terms and conditions of this lease will continue to apply.

24. TIME Time is of the essence of this agreement.

25. INSURANCE Tenant agrees to obtain a "Renter's Insurance" policy and to provide Owner or agent with a copy of policy within seven (7) days of lease execution.

26. SUCCESSORS This lease is binding on all parties who lawfully succeed to the rights or take the place of the Owner or Tenant.

27. TENANCY & SERVICE OF PROCESS Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.

28. BANKRUPTCY If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Owner may give Tenant 30 days written notice of the cancellation of the term of this lease. If any of the above is not fully dismissed within the 30 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

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29. SMOKE DETECTOR(S), FIRE EXTINGUISHER, CARBON MONOXIDE DETECTOR Tenant(s) acknowledge that the dwelling is equipped with smoke detector(s), fire extinguisher(s) carbon monoxide detector. Tenant(s) agree to test these safety devices on a regular basis (2-3 times per month), and to report any problem with them immediately to owner in writing. Tenant agrees to replace the battery for the smoke detector as necessary with a new alkaline battery.

30. ILLEGALITY - SEVERABILITY If any part of this lease is not legal according to local laws, the rest of the lease will be unaffected. Illegal activity of Tenant(s), invitees or guests on premises constitutes a breach of this lease.

31. PARKING: Parking at this site is on a first come basis on street and main parking lot side of building. Tenant must maintain an open lane for vehicles to have flow around building to access storage units and parking spots in rear of building for apartment renters at all times.

31. ENTIRE AGREEMENT The foregoing constitutes the entire agreement between the parties and may be modified only an official change of terms notice issued by the owner/agent in writing, or a writing signed by both parties. The following exhibit has been made a part of this agreement before the parties' execution hereof:

_____

_____

_____

32. PET POLICY- N/A

THE UNDERSIGNED TENANT(S) ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

DATE: 5-15-24

OWNER/AGENT _____ **TENANT** _____
R&S Rentals LLC

ADDRESS _____ **TENANT** _____
PO Box 210194 Auke Bay Ak 99821

PHONE _____ **PHONE** 907-723-6508
907-780-6633

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