

LEASE

This lease agreement (hereinafter the "Lease"), is made and entered into February _____, 2021, by and between the Kenai Peninsula Borough, 144 N Binkley St, Soldotna, AK 99669 (hereinafter referred to as "Lessor") and Ninilchik Emergency Services, PO Box 39446, Ninilchik, Alaska 99639 (hereinafter referred to as "Lessee" or "NES").

1. **Premises.** Lessor, for and in consideration of the rents, covenants, and conditions of this Lease does hereby lease to Lessee the following property hereinafter referred to as the "Premises":

One 12' x 16' Office space, totaling 192 square feet, more or less, more particularly described as Room Number 103 at the Western Emergency Services Fire Department, Ninilchik, Alaska (the "Facility").

Lessee shall also have use of restrooms and parking spaces in the facility on the terms and conditions described below in this agreement

2. **Contract Documents.** As authorized by KPB Ordinance 2021-____, this Lease is the final and complete understanding of the parties. The following exhibits and appendices are attached and are considered part of this Lease as well as anything incorporated by reference or attached to those exhibits or appendices:

Appendix A: Lease Provisions Required by KPB 17.10

Exhibit 1: Building Layout identifying rooms and designated space

If in conflict, the Lease shall control.

If in conflict the order of precedence shall be: The Lease, Appendix A, Exhibit 1.

3. **Rent.** In consideration of the Lease of the Premises by Lessor, Lessee covenants to pay to the Lessor as Rent the sum of ten dollars (\$10) for the duration of the lease term. Rent is due and payable in advance upon execution of the Lease Agreement.
4. **Term, Month-to-Month Extended Terms.** The Lease Term is approximately eighteen months commencing on February 17, 2021 and ending on August 31, 2022 and may not be extended without Assembly approval.

5. **Utilities, Maintenance, and Repairs.**

(a) Lessor Responsibilities. So long as the Lessee is in compliance with all Lease terms, including timely payment of Rent due, the Lessor shall be responsible for the following for the duration of the Lease:

- i. Utilities. Gas, electric, water, septic.
- ii. Grounds Maintenance. Grounds maintenance.
- iii. Major Repairs. Any major structural repairs of a permanent nature shall be performed by the Lessor.

(b) Lessee Responsibilities.

- i. Phone/ Network. Phone and Network service is the responsibility of the Lessee. Phone accounts, network servers, and internet connections shall be established and paid for by Lessee at the option of the Lessee. The Lessee is required to coordinate installation with the Lessor. The Lessor reserves the right to request that the Lessee must properly secure any wireless network provisions.
- ii. Janitorial Service and Refuse. Lessee is responsible for its own janitorial or custodial services and required supplies directly related to the space rented and used. Lessee is responsible for the timely removal of its refuse from the premises.
- iii. Security. Lessee will be responsible for securing building upon entry and exit. Only persons designated in writing by the Western Emergency Services Area Fire Chief may be permitted to have a key to the facility and only a maximum of four (4) keys may be released to Lessee. Should Lessee lose any keys to the Facility itself, Lessee shall be fully responsible to Lessor for the cost of re-keying all of the locks to the Facility.
- iv. Minor maintenance and repairs. Lessee shall be responsible for minor and routine maintenance of the premises and maintain the premises in a good, neat and clean condition. Minor maintenance and repairs are those that do not cause alterations to building systems or structural components. For example, replacing accessible light bulbs

with like kind, using household cleaners (except on wood floors), rearranging furniture, and hanging items with non-structural fasteners would be considered minor maintenance and repairs.

- v. Snow Removal. Lessor shall be responsible for snow removal.
- vi. Furnishings, equipment, and supplies. Lessee is responsible for its own furnishing, equipment, and supplies. Furnishings supplied by Lessor are on an "as available basis".

6. **Covenants of Lessee.** Lessee hereby covenants and agrees:

- A. To pay rent. Lessee will pay the rent specified at the times and in the manner set out in paragraph 3 above.
- B. Not to assign. Lessee shall not assign, sublet or part with the possession of all or any part of the leased premises without the prior written consent of the Lessor.
- C. To permit Lessor to enter. Lessor is granted free access to premises at all times for inspection, maintenance, or repair.
- D. To yield up premises. At the expiration or cancellation of this Lease, Lessee will peaceably yield up to Lessor the premises, in good repair in all respects, reasonable use and wear excepted.
- E. Alterations. Lessee may not alter the premises without first obtaining prior written approval of Lessor. Any approved fixtures installed by Lessee shall become property of the Lessor unless otherwise agreed to in advance.
- F. Acceptance of Premises. Lessee has examined and knows the condition of the premises and accepts the same "as is," subject to Lessor's obligations under this Lease.
- G. Use of Premises. Lessee hereby covenants that the use of the Premises shall be for NES use only and for no other purpose except by written mutual agreement by Lessor.

7. **Lessor's Warranties.** The Lessor covenants, guarantees and provides the following express warranties:

- A. No existing restrictions interfere with the Lessee's permitted and intended use of the premises;
 - B. There is availability of adequate ingress and egress to the premises;
 - C. Lessor has sufficient interest in the property to grant Lessee this leasehold;
 - D. Lessor shall be responsible for maintaining the premises in good repair.
8. **Default by Either Party.** Should either Lessor or Lessee default in the performance of the obligations of any covenants of this Lease and fail to fully remedy such default within thirty days after written notice by the non-defaulting party, then the Lease may be terminated by written notice to the defaulting party. Upon termination of this Lease, no refund of any unearned advance rent paid by Lessee shall occur.

9. **Indemnification and Liability Insurance.**

A. **Indemnification and Insurance**

The Lessee shall indemnify and hold harmless the Lessor from any and all claims, liabilities, losses, damages, and charges, related to the use of the facilities subject of this Lease. Lessee shall provide proof of Commercial General Liability with minimum policy limits of \$1,000,000 per incident; Automobile Liability policy with minimum policy limits of \$1,000,000 per accident for bodily injury; and Worker's Compensation / Employer's Liability limits as required by law. The KPB is self-insured and will maintain insurance on the land and facility and maintain insurance covering its employees as required by law.

The policies described above shall remain in force for the life of the Lease Agreement and must state that the coverage is primary and exclusive of any insurance carried by the KPB. The coverage required by this agreement shall list the KPB as additional insured. All policies and certificates of insurance shall provide that a written notice of any cancellation or modification will be delivered to Lessor at least 30 days prior to the effective date of such cancellation or modification.

- B. **Proof of Insurance.** At the time of executing this Lease, and at the time of each renewal of insurance, Lessee shall deliver to the Lessor certificates of

insurance meeting the above criteria. At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request.

10. **Damage due to Causes beyond Control.** Lessee and Lessor agree that if a cause beyond control prevents occupation of the premises, no rent paid will be prorated for the days Lessee is unable to occupy the premises. If the "cause beyond control" lasts for more than 30 days, Lessee or Lessor shall have the right to terminate this Lease upon 14 days' written notice given in the manner set out in Section 17 of this Lease. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Lessee or Lessor and which prevent performance of this Lease: fire, explosions, floods, earthquakes, other acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent Lessee or Lessor from performing the terms of this Lease. Events which are particular to either party, including but not limited to financial difficulties, are not causes beyond the control of either the Lessee or Lessor.
11. **Compliance with Laws.** Lessee agrees to comply with all applicable federal, state, borough and local laws and regulations.
12. **No Waiver.** No assent, expressed or implied, by either party to any breach of either party's covenants shall be deemed to be a waiver of any succeeding breach of the same covenants, nor shall any forbearance by a party to seek a remedy for any breach be deemed a waiver by that party of its rights or remedies with respect to such breach.
13. **Integration.** This document contains the entire lease agreement of the parties hereto. All negotiations, statements, representations, guarantees, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Lease and the performance of either party hereto, are merged and integrated into the terms of this document.
14. **Interpretation and Enforcement.** This Lease has been drafted following negotiations between the parties. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The interpretation and enforcement of this Lease shall be governed by the laws of the State of Alaska. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

15. **Counterparts; Electronic Signature.** This Lease may be executed in counterpart and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when executed shall be considered an original and all of which together shall constitute one agreement.
16. **Severability.** If any section or clause of this Lease is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Lease shall remain in full force and effect.
17. **Notice.** Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

LESSOR:

Kenai Peninsula Borough
 Attn: Legal Department
 144 N. Binkley St.
 Soldotna, Alaska 99669

LESSEE:

Ninilchik Emergency Services
 Attn: President
 PO Box 39446
 Ninilchik, AK 99639

KENAI PENINSULA BOROUGH

NINILCHIK EMERGENCY SERVICES

 Charlie Pierce
 KPB Mayor
 Date: _____

 Katherine Covey
 President
 Date: _____

 Catherine Laky
 Secretary
 Date: _____

ATTEST:

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY:

 Johni Blankenship, Borough Clerk

 Patty Burley, Deputy Borough Attorney

LESSEE NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of February 2021 by Katherine Covey, President of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

Notary Public in and for _____
My commission expires:_____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of February 2021 by Catherine Laky, Secretary of Ninilchik Emergency Services, for and on behalf of the Nonprofit Corporation.

Notary Public in and for _____
My commission expires:_____

LESSOR NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of February 2021 by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska Municipal Corporation, for and on behalf of the Corporation.

Notary Public in and for Alaska
My commission expires:_____

DRAFT