



STATE OF ALASKA BUSINESS – NO CHARGE

LEASE #

**State of Alaska
Hangar Lease**

This hangar lease entered into on the 1st day of March 2022 between:

Business Name

POC: Name

Address

City, State Zipcode

Email:

Phone:

Hereinafter called the Lessor, and the

**State of Alaska
Department of Public Safety
Procurement and Supply Section
5700 East Tudor Road
Anchorage, Alaska 99507**

Hereinafter called the Lessee, covering:

Hangar space combined for approximately **36,000+** square feet, legal description:

Legal Description ;

Physical address:

This Lease Shall:

1. Establish the initial lease period of three years **starting Date** and **expiring Date**.
2. Establish the monthly lease rate of \$ **_____** per month, payable in advance by the first of each month during the lease period to the above address.
3. Establish the State of Alaska's option to renew this lease for seven one-year renewal periods. The renewal periods shall be exercised at the sole discretion of the State of Alaska, giving the lessor written notice prior to the expiration of the term.

Lessor:

Lessee: State of Alaska

DPS Lease #

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By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE

ACKNOWLEDGMENT OF LESSOR

State of Alaska

City of _____, 4th Judicial District

This is to certify that on this ____ day of _____, 2025 before me a Notary Public in and for the State of Alaska duly commissioned and sworn _____ personally appeared to me known and known by me to be the person(s) described in and who executed the instruments set forth above and by to execute the foregoing lease for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of _____.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska

Residing at _____

My Commission Expires _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

Lessor: _____

By: _____

Printed name: _____

Date: _____

ACKNOWLEDGMENT BY LESSEE

State of Alaska

City of Anchorage

This is to certify that on this ____ day of _____, 2025 before me a Notary Public in and for the State of Alaska duly commissioned and sworn _____ personally appeared to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Department of Public Safety of the State of Alaska and that He/She has been authorized by the State of Alaska to execute the foregoing lease and on behalf of said State of Alaska and that He/She executed the same freely and voluntarily as the free act and deed of the State of Alaska.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska

Residing at _____

My Commission Expires _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

Lessee: State of Alaska

By: _____

Printed name: _____

Date: _____

PART I

COVENANTS OF THE LESSEE

The Lessee does hereby covenant and agree with the Lessor that Lessee will:

- A. Pay said rent at the times and place and in the manner aforesaid.
- B. Use and occupy said premises in a careful and proper manner and in accordance with all applicable laws, rules, regulations, ordinances and codes.
- D. Not use or occupy said premise for any unlawful purpose.
- E. Not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld.
- F. Keep the premises neat and tidy and free from waste, nuisance or debris and not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous, noxious or objectionable by Lessor, including on account of fire or otherwise.
- G. Make no alterations or additions in or to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld. Consent to proposed alterations or additions being made by qualified contractors or workers skilled in the trade shall be considered as acceptance of the revised building improvements. The Lessee shall not be liable for restoration of the facility to its condition at date of occupancy.
- H. Leave the premises at the expiration or prior termination of this lease or any extension thereof, in as good condition as received, or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, other casualty or as provided for in section 2.b below.
- I. Permit the Lessor to enter said premises at all reasonable times for the purpose of examining the said premises and performing repairs and maintenance to said premises. All such entry shall be preceded by a minimum of twenty-four hours notice to the Occupant with the exception of an emergency.
- J. The state reserves the right to establish and maintain its own hours of operation during the life of the lease and any renewals. The Department of Public Safety personnel shall have access to the facility 24/7 for emergency response aircraft launch. Generally, state offices are open to the public from 8:00 am to 5:00 pm,

Monday through Friday. The state reserves the right to change its hours of operation to accommodate the needs of the public and the state at no additional lease costs. This may require the Lessor to provide fully building functions during any change in hours of operations such as HVAC, lighting, electrical, etc. at no additional lease costs.

K. All space including common areas shall be available on a 24-hour day, seven days a week basis. Elevator service, if available, must be at least on call or on automatic basis during other than regular building service hours.

L. The state shall have the right to use said premises for aircraft storage, aircraft maintenance and repair, and general storage of aircraft related equipment, parts, tools, and miscellaneous general aircraft items, including without limitation, use by various agencies, corporations, departments, instrumentality's, other entities working in partnership with the state, and other office of the State of Alaska. The state shall not use said premises for any other use without the Lessor's consent, which shall not be unreasonably withheld.

M. The State of Alaska agrees that they will be responsible for their own acts, omissions, or other culpable conduct and neither party shall be responsible for the actions or inactions of the other. Each party agree to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative, defense, or request for relief.

End of Part I Covenants of the Lessee

PART II

COVENANTS OF THE LESSOR

And the Lessor does hereby covenant and agree with the Lessee that Lessor will:

A. Make all repairs and do whatever is necessary to maintain and keep the premises in a fit and habitable condition during the continuance of this lease or any renewal or extension thereof. The State shall be responsible for the cost of any such repairs arising out of damage caused by the State or its employees.

B. Indemnity: the Lessor shall hold and save the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease. The Lessor or his agents shall be liable to the Lessee only for damages to the person, property, guests, and invitees of the Tenant only to the extent that such injuries to those persons or property are caused by the negligence of the Lessor or his agents.

C. Hangar space will be furnished with commercial electrical power. The Lessee will pay the electrical bills for use of electricity after acceptance. The Lessor shall furnish the sewer/water, exterior maintenance, airport land lease, and snow removal with out additional cost to the Lessee.

D. Furnish heating and cooling to all common space and similar type space uniformly with a 60 degrees Fahrenheit to 72 degrees Fahrenheit temperature range. Heating the hangar space shall be maintained at no less than 60 degrees Fahrenheit.

E. Furnish a private bathroom with flushing toilet, hot and cold running water at all lavatories and similar fixtures.

F. Maintain and keep the stairway and common or public hallway used for access to the leased premises in a clean and safe condition

G. Maintain the premises in keeping with good fire prevention practices. The Lessee reserves the right, at reasonable times, to enter and make fire prevention and fire protection inspections of the building and space occupied. Fire safety items will be immediately corrected by the Lessor. In addition, the Lessee reserves the right to make other inspections such as inspections to determine condition of the leased premises.

H. Ensure that facilities provided in this lease are tenantable and that they comply with all laws, ordinances, or governmental regulations pertaining to tenability and performance of this provision is insured by the Lessor agreeing to pay the cost of any building alterations which may be needed during the period of the Lessee's occupancy for purposes of correction any violation of the law cited by a regulatory agency of government not directly as a result of the state's occupancy.

If during the term of this lease, or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire or the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor; and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of 30 days, the state may, at its option terminate the lease by written notice to the Lessor.

The State's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This 30-day period shall not be so restrictively construed that the Lessee is bound to remain in the leased facility if the State's business cannot be safely executed. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are made tenantable again within this 30-day period, Lessee will return to the facility for occupancy. Lessee may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to unsafe condition.

In the event the Lessor fails to correct any violation or remedy any untenable condition in the time interval prescribed by law, the Lessee shall be free to terminate the lease, or shall have the option by hiring competent workmen, with the Lessor bearing the cost of all materials and labor. Lessor further agrees that alterations performed by the Lessee to correct OSHA violations will not be construed by the Lessor to constitute a breach of the terms of this lease.

In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and severance provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments the cost of such utilities and services, other than the cost of the electricity and heat which are to be paid by the Lessee, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services. This includes any building codes concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of a premise or unit. The Lessor agrees to pay the cost of any building alterations, which may be needed during the period of the lease for the purpose of correcting any violations of the aforementioned code, regulations, laws, or ordinances.

I. Maintain the building and premises in good and safe working order and condition. The building and premises will be in compliance with all applicable laws, ordinances,

governmental regulations, building and housing codes and The Uniform Housing Code including all mechanical, structural, electrical, plumbing, sanitary, heating, ventilating, and other facilities, equipment and appliances. If the building and premises should become substandard in accordance with Chapter 10 of the Uniform Housing Code, the Lessor will be notified of the substandard condition and the Lessor will within seven days notify the Lessee of the action to be taken to correct the condition and estimated completion date of correcting action. If the premises or a substantial part thereof are thereby rendered substandard and so remain for a period of 30 days, or mutually agreed time, the Lessee may at its option terminate the lease by written notice to the Lessor.

This thirty-day period shall not be so restrictedly construed that the Lessee is bound to remain in the lease facility if the facility is unsafe. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are restored to good condition in the thirty-day period, Lessee will return to the facility for occupancy.

J. The Lessee is responsible for the utility costs for heat and electricity. If the Lessor fails to furnish the above, the Lessee may 1) give written notice to the Lessor specifying the breach and may immediately take action to restore reasonable amounts of hot water, running water, heat, and sanitary facilities during the period of the Lessor's noncompliance and deduct their actual and reasonable cost from the rent: or 2) if the premises are untenable as a result of such failure, procure substitute premises during the period of the Lessor's noncompliance, in which case the Lessee will not pay rent for the period of the Lessor's noncompliance.

K. Renovate the space by refinishing or replacing all damaged or worn walls, ceiling, floor and window coverings, as needed; provided that Lessee shall be responsible for the costs of any damage caused by Lessee or its employees, agents, contractors, customers or others in the premises at the invitation of the Lessee.

L. Disclose to the Lessee in writing on or before the commencement of the tenancy the name, address, and telephone number of:

1. The person authorized to manage the premises. There shall always be an authorized manager or designee in-state and available by telephone responsible to manage the premises.
2. The owner of the premises or a person authorized to and for and on behalf of the owner for the purpose of service of process and the purpose of receiving and receipting of notices and demands. This individual must be located in Alaska.
3. The information required above shall be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.

M. Provide and maintain locks and furnish keys reasonably adequate to ensure safety to the tenant's person and property.

N. Furnish fire extinguishers for the leased premises that are in accordance with all applicable state and local city laws.

O. Provide annual maintenance and inspection (per N.F.P.A. requirements) of fire extinguisher and smoke detectors. Smoke detectors must be checked annually for proper operation. A licensed fire extinguisher inspector must inspect fire extinguishers.

P. Schedule routine repairs and maintenance work with the Lessee. In all cases the Lessee is to receive a minimum of 24 hours notice prior to any work commencing on the leased premises. This work may be requested by either the Lessor or the Lessee. Emergency repairs will not require the 24-hour notification but will require, when possible, notification of the Lessee prior to any work.

Q. Furnish year-round road maintenance from the parking pad to a primary or secondary road that is maintained year-round by the State of Alaska Department of Transportation or other governmental body. The road maintenance shall include all grading, graveling, ditching and other maintenance required to maintain the driveways and access road in a smooth, passable condition free of mud and ruts.

R. Furnish grounds maintenance as needed to grade, ditch, gravel or other grounds care as needed to the grounds, walks and parking pads to prevent erosion, ponding, mud, or improper drainage to occur.

S. If on-site water and/or sewer system are used, the premises must meet the minimum requirements established by the Department of Environmental Conservation (D.E.C.) for water and sewer systems.

T. If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease.

End of Part II Covenants of the Lessor

PART III
OTHER MUTUALLY AGREED TERMS
AND CONDITIONS

It is mutually agreed by and between the Lessor and Lessee that:

A. All terms and condition of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;

DISPUTE RESOLUTION: In the event of a dispute between the parties concerning this Agreement, or any events relating thereto, the parties shall first attempt to resolve the dispute through informal negotiations or, if the parties mutually agree, through the use of a third-party mediator or other informal dispute resolution process agreed upon by the parties.

B. All fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or any renewal and at its own expense repair any injury to the premises resulting from such removal.

C. If the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any covenants, terms and conditions, or provisions of this lease, and the Lessee shall fail to remedy such default within thirty days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and to remove Lessee's furniture, fixtures and personal property at Lessee's cost and expense, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and terminate without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default, Lessor may relet the premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved.

D. If the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all the covenants of this lease the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid.

E. This lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

F. This lease is subject to all applicable laws of the State of Alaska or local government.

H. FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS: The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the state are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the state has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds for the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the state, and shall not constitute a breach or an event of default by the state.

I. All conditions and covenants of the lease shall remain in full force and in effect during any extension hereof. Any holding over after the expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month to month, at 125% of the monthly rental and on the terms and conditions herein specified so far as applicable.

J. Time is of the essence of this lease.

End of Part III Other Mutually Agreed Terms and Conditions