

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, effective on the date of the last signature below ("effective date") is made by and between the Petersburg Borough, PO Box 329, Petersburg, AK 99833 (hereinafter "Landlord") and the Petersburg Volunteer Fire Department, Inc., PO Box 75, Petersburg, AK 99833 (hereinafter "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the real property described as 1200 Haugen Drive, Petersburg, AK 99833 (the "Premises");

WHEREAS, Tenant operates a volunteer fire department within the Petersburg Borough; and

WHEREAS, Landlord desires to rent to Tenant and Tenant desires to rent from Landlord certain space within the Premises for the purposes of Tenant's administrative operations.

NOW THEREFORE the parties agree as follows:

TERMS

1. Rented Area. An area of approximately 25 square feet, more particularly described as Station 1, Dayroom Corner Desk (the "Rented Area"), located within the Premises.
2. Term and Termination. This term of this Rental Agreement shall begin upon on the effective date and continue year to year until terminated as provided herein (the "Term"). Either party may terminate this Rental Agreement upon thirty (30) days' prior written notice to the other party.
3. Rent. \$1.00 per year.
4. Permitted Use and Access. The Rented Area shall be used only for the purposes of Tenant's operations as a volunteer fire department. Tenant shall have access to the Rented Area and any common areas of the Premises, including all paths of ingress and egress to the Rented Area, seven (7) days per week, twenty-four (24) hours per day.
5. Prohibited Use and Prohibited Access. Tenant is prohibited from using or accessing the Premises other than as set out in Section 4. Tenant shall not use and shall not have access to other areas of the Premises.
6. Surrender of Rented Area and Holding Over. Upon the termination of this Rental Agreement, Tenant shall peacefully vacate and deliver the Rented Area and all keys to Landlord.
7. Compliance with Laws, Rules, and Regulations. Tenant shall comply with all applicable laws, ordinances, orders, rules and regulations.
8. Tenant's Property. Tenant agrees that all personal property of every kind or description whatsoever in the Premises shall be at Tenant's sole risk and Tenant shall not hold or attempt to hold Landlord liable for any damage or injury done to or for loss of such personal property.
9. Tenant Sublease and Assignment. Tenant shall not sublet the Rented Area or any part of the Rented Area.

10. Default by Tenant. The following shall be deemed default by Tenant: (1); abandonment of the Rented Area; or (2) failure to meet any obligation in the Rental Agreement.
11. Remedies for Tenant's Default. Upon default by Tenant, Landlord may exercise any and all remedies available under Alaska law.
12. Waiver. Failure of Landlord to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default.
13. Severability. If any provision of this Rental Agreement is held to be unenforceable, such provision shall be judicially reformed to the maximum extent permitted by law. If any provision of this Rental Agreement is invalid or unenforceable, such invalid provision shall be struck from this Rental Agreement and the remainder of this Rental Agreement shall not be affected.
14. Sale of Property. Upon any conveyance or sale of the Premises, Landlord shall be and is hereby entirely free and relieved of all liability contained in or derived from this Rental Agreement.
15. Amendments. This Rental Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant. This Rental Agreement contains no implied warranties of any kind.
16. Limitation of Warranties. TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OCCUPANCY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS RENTAL AGREEMENT.

LANDLORD:

Petersburg Borough

By: _____

Steve Giesbrecht

Its: Borough Manager

Dated: _____

TENANT:

Petersburg Volunteer Fire Department, Inc.

By: _____

Printed name: _____

Its: _____

Dated: _____