

By: Finance Department
Adopted: October 27, 2014

Vote: Buswell, Graham, O'Barr, Sullivan-Leonard, Wall, and Wilson in favor

**CITY OF WASILLA
RESOLUTION SERIAL NO. 14-39**

A resolution of the Wasilla City Council authorizing the Mayor to execute an agreement with Younique Boutique for leased space in the Meta Rose Square in the amount of \$31,380 for twelve (12) months.

WHEREAS, the City of Wasilla leases out commercial space in the Meta Rose Square;
and

WHEREAS, Younique Boutique currently leases space in the Meta Rose Square; and

WHEREAS, the lease agreement would generate revenue to the City of \$20,920 in Fiscal Year 2015 and \$10,460 in Fiscal year 2016.

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council authorizes the Mayor to execute an agreement with Younique Boutique for leased space in the Meta Rose Square in the amount of \$31,380 for twelve (12) months.

ADOPTED by the Wasilla City Council on October 27, 2014.


BERT L. COTTLE, Mayor

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

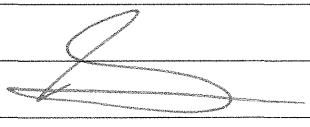

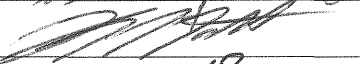

CITY COUNCIL LEGISLATION STAFF REPORT


Resolution Serial No. 14-39: A resolution of the Wasilla City Council authorizing the Mayor to execute an agreement with Yunique Boutique for leased space in the Meta Rose Square in the amount of \$31,380 for twelve (12) months.

Originator: April Dwyer, Purchasing/Contracting Officer

Date: 10/13/2014

Agenda of: 10/27/2014

Route to:	Department Head	Signature	Date
	Chief of Police		
X	Public Works Director		10/15/14
	Recreation & Cultural Services Director		
X	Finance Director		10-15-14
X	Deputy Administrator		10-15-14
X	City Clerk		10.2014

Reviewed by Mayor Verne E. Rupright: 

Fiscal Impact: yes or no

Funds Available: yes or no N/A

Account name/number:

Rents & Royalties Meta 001.4300.362.15.00 \$31,380

Attachments: Lease Agreement (25 pages)
 Resolution Serial No. 14-39 (1 page)

Summary Statement: This agreement covers leased space of approximately 2008 square feet on the main floor of Meta Rose Square of which they are the current tenant. Yunique Boutique notified the City of Wasilla on October 2, 2014 expressing their interest to remain in the square and renew their lease for a twelve (12) month term. The lease is slated to begin November 1, 2014 and execution of the lease would secure future revenues of \$31,680.

Recommended Action: Adopt Resolution Serial No. 14-39.

LEASE FOR THE META ROSE SQUARE

Agreement for space lease, made between: the City of Wasilla, herein called "Landlord" and Younique Boutique, herein called "Tenant."

ARTICLE I

SPACE LEASED

Section 1.01 Description.

a) Landlord hereby leases to Tenant, and Tenant leases from Landlord approximately 2008 square feet (herein called Space Leased) of the Meta Rose Square, located in Suite 100 on the main floor and Storage Unit #3 on the bottom floor.

b) Use and occupancy by Tenant of the Space Leased shall include the free and uninterrupted right of access to the Space Leased by means of doorways, passages, stairways and entrances to the building which afford access to the Space Leased but confers no rights either with regard to the subsurface of the land below the floor level of the building or with regard to air space above the ceiling of the building.

c) Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the roof and exterior walls of the building of which the Space Leased forms a part or any of the walks and other common areas beyond the Space Leased including but not limited to the vehicular parking areas adjoining such building.

Section 1.02 Condition of Premises.

Tenant has leased the Space Leased after an examination of the same, and except as herein expressly provided (necessarily including construction, if any, to be undertaken or completed by Lessor as contemplated in Section 10.01) accepts such space without further representation on the part of Landlord.

Section 1.03 Services Furnished by Landlord.

Landlord shall furnish for the benefit of Tenant without additional charge the following services: heat, sewer, one common dumpster, snow removal for public parking and for the front and rear building entrance and janitorial services in the common areas.

ARTICLE II

LEASE TERM

Section 2.01 Length of Term.

The term of this Lease shall be for twelve (12) months following the commencement of the term, unless sooner terminated or extended as herein provided. The term shall start on November 1, 2014.

Section 2.02 Commencement of Term.

In the event the application of the foregoing commencement provision results in a commencement date other than on the first day of a calendar month, the rent shall be immediately paid for such initial fractional month prorated on the basis of a thirty-day month and the term of the Lease shall commence on the first day of the calendar month next succeeding.

Section 2.03 Holdover.

If Tenant holds possession of the Space Leased after the term of this Lease, Tenant shall become a Tenant from month to month on the terms herein specified but at a monthly rate at twice the present rental, and Tenant shall continue to be a month-to-month Tenant until the tenancy shall be terminated by Landlord or until Tenant has given Landlord written notice at least one month prior to the date of termination of the monthly tenancy of its intention to terminate the tenancy.

Section 2.04 Surrender of Possession.

On the last day of the term, or on the sooner termination thereof, Tenant shall peaceably and quietly leave and surrender to Landlord the Space Leased. The Tenant shall shampoo all carpets, ensure the Leased Space is in good order and repair, ordinary wear and tear accepted including minor drywall repair resulting from shelving removal, together with all alterations, additions and improvements which may have been made upon the premises, at the expense of Tenant prior to the surrender of the Space Leased. If the last day of the term of this Lease falls on Sunday, this Lease shall expire on the business day immediately preceding it. Tenant, on or before said date, shall remove all property from the Space Leased, and all property not so removed shall be deemed abandoned by Tenant. If said Space leased be not surrendered at the end of the term, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Space Leased, including without limitations any claims made by any succeeding Tenant founded on such delay.

election shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of such sums or do such acts requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums, and the sum so paid by Landlord, together with interest thereon, shall be deemed additional rent and be payable as such.

Section 3.03 Security Deposit

Tenant agrees to deposit with Landlord the sum of two-thousand six-hundred fifteen dollars and thirty-two cents (\$2,615.32) + sales tax as security for the full and faithful performance of the Tenant of each and every term, provision, covenant and condition of this Lease. This deposit is due no later than November 1, 2014. In the event Tenant defaults in respect to any of the terms, provisions, covenants, and conditions of this Lease, including but not limited to payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited for the payment of any rent in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default. Tenant shall immediately upon demand pay the Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this paragraph so as to maintain the security deposit in the sum initially deposited with Landlord and Tenant's failure to do so within five (5) days after demand by Landlord shall be a default under this Lease. In the event Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security, or any balance thereof, shall be returned to Tenant after the expiration of the herein devised lease term and/or after the removal of Tenant and surrender of possession of the Space Leased to Landlord. Tenant shall not be entitled to any interest on the aforesaid security. If Landlord is required by law to maintain the security deposit in an interest-bearing account, Landlord shall be entitled to receive and retain the maximum amount permitted under applicable law as a bookkeeping administrative charge. In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the security, or the remaining balance thereof, Landlord may return the security to the original Tenant, regardless of one or more assignments of Tenants' interest of this Lease.

ARTICLE IV

USE OF PREMISES

Section 4.01 Use of Premises.

Tenant shall use the Space Lease solely for the purpose of conducting business of retail sales of clothing, hats, coats, foot ware, purses, accessories and jewelry. Tenant shall not use, permit or suffer the use of the space leased for any other business, act, or purpose.

will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the property.

Section 4.06 Signage.

Tenant shall not display, inscribe, print, paint, maintain or fix on any place in or about the building any sign, notice, legend, direction, figure, writing or advertisement except, which shall first have been submitted in writing and approved by the Landlord. Areas designated by Landlord for signs are: (i) over the entrance door to the Space Leased, and (ii) allocated space on an outdoor sign listing Tenants of the building. The listing of any name other than that of Tenant, whether on the doors of the Space Leased or otherwise, shall not operate to vest any right or interest in this Lease or in the Space Leased or be deemed to be the written consent of Landlord relating to assignment and subletting, being expressly understood that any such listing is a privilege extended by Landlord revocable at will, at any time, by written notice to Tenant.

Section 4.07 Advertising.

Tenant may use the name of the building and may use pictures or likeness of the building in any circulars, notices, advertisement or correspondence without Landlord's consent. Landlord reserves the right and privilege to require any Tenant using the building name or image in a manner deemed inappropriate, to rescind and desist further advertising of that nature. Landlord will not be responsible for costs associated with the request.

Section 4.08 Security.

No additional locks or similar devices shall be attached to any door or window without Landlord's consent. No keys for any door other than those provided by Landlord shall be made. If more than two keys for one lock are desired, Landlord will provide the same upon payment by Tenant. All keys must be returned to Landlord at the expiration or termination of this Lease.

Section 4.09 Extraordinary Use.

All persons entering or leaving the building after hours on Monday through Friday, or at any time on Saturdays, Sundays and holidays, may be required to do so under such regulations as Landlord may establish. Landlord may exclude or expel any peddler at any time.

Section 4.10 No Unpermitted Machinery

Unless Landlord gives consent, Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerator or heating device or air conditioning apparatus in or about the Space Leased, or carry on any mechanical business therein, or use the Space Leased for housing or accommodations or lodging or sleeping

Section 4.15 Securing Premises.

Tenant shall see that the doors and windows, if openable, are closed and securely locked before leaving the building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building, and that all electricity shall be carefully shut off so as to prevent waste or damages, and for any default or carelessness, Tenant shall make good all injuries or losses sustained by either Tenants or occupants of the building or Landlord. Tenant agrees to hold the Landlord harmless for any accidents, damages, injuries or claims for failure to secure the premises.

ARTICLE V

MAINTENANCE, REPAIR, ALTERATIONS

Section 5.01 Covenant to Maintain and Repair.

- a) Tenant shall during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior of the Space Leased in as good order and repair as it is at the date of the commencement of this Lease, except of reasonable wear and tear. Tenant shall at its cost: (i) furnish and replace as required all lighting tubes, bulbs, ballasts or like items, and (ii) perform all janitorial services necessary to keep the Space Leased clean and sanitary.
- b) Landlord during the term of his Lease and any renewal or extension thereof shall keep the structural supports and exterior walls of the Space Leased in good order and repair. Landlord shall maintain and repair all plumbing, lines and equipment installed for the general supply of hot and cold water, heat, ventilation and electricity, except that Tenant shall be responsible for any and all repairs attributable to obstructions or objects deliberately or inadvertently introduced or placed in the fixtures or lines leading thereto by Tenant, its employees, servants, agents, licensees or invitees.

Section 5.02 Alterations, Additions.

- a) Tenant:
 - 1.) shall not cut, puncture, or drill or otherwise deface or injure the building;
 - 2.) shall not place or permit any awnings, sign, advertisement, illuminations, or projection on the outside of the building or upon any window of the Space Leased, including the sills or ledges thereof, unless the same shall have first been requested in writing and approved by Landlord;

Tenant shall not do or suffer anything to be done causing the Space Leased to be encumbered by liens of any nature, and shall, whenever and as often as any lien is recorded against said property, purposing to be for labor or materials furnished or to be furnished to Tenant, discharge the same of record within ten (10) days after the date of filing. Tenant shall inform the Landlord immediately (not more than 72 hours) upon learning that a lien of any kind has been recorded that may have an effect on the building, Space Leased or any property associated therewith.

Section 5.04 Notice of Nonresponsibility.

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and that no lien of any nature or type shall attach to or affect the reservation or other estate of the Landlord in and to the Space Leased herein demised. At least twenty (20) days before commencing any work that is or may be the subject of a lien for work done or materials furnished to the Space Leased, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of nonresponsibility or to take any other steps the Landlord deems appropriate to protect its interests. The provisions in this Section do not eliminate the requirement for written consent(s) of the Landlord as contemplated in (Section 5.02 2) above.

ARTICLE VI

ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Space Leased without the prior written consent of Landlord. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned or if the Space Leased or any part thereof be occupied by anybody other than Tenant, Landlord may collect rent from the assignee or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, undertenant or occupant as Tenant, or as a release of Tenant from the further performance herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease. Any assignment, hypothecation or sublease of the Space Leased, or any part thereof, whether by operation of law or otherwise without the written consent of Landlord shall be voidable as the option of Landlord.

- f) Tenant shall give prompt notice to Landlord in case of any fire or accident in the Space Leased, common area, or in the building of which the Space Leased are a part, or defects therein, or in any fixtures or equipment;
- g) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay any and all costs, expenses and attorney's fees.

Section 7.02 Insurance.

Tenant shall maintain at its own cost during the term of this lease:

- a) Fire and extended coverage in an amount adequate to cover the cost of replacement of any and all panels, decoration, office fixtures, railing, ceiling, floor covering, partitions carpets, wall coverings, equipment, machinery, vehicles, decorations, improvements, fixtures and contents in or servicing the Space Leased in the event of fire, vandalism, malicious mischief, or other casualty generally included in extended coverage policies;
- b) Public liability insurance on an occurrence basis with minimum limits of liability in an amount of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury death to any one or more persons, and One Million Dollars (\$1,000,000.00) with respect to damages to property. All public liability and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 7.01. Both parties shall be named as additional insured, and the policies shall contain cross-liability endorsements.

Section 7.03 Insured Waiver, Notice.

Any insurance procured by Tenant as herein required shall be issued in the name of Landlord and Tenant by a company licensed to do business in Alaska subject to these requirements:

- a) Such insurance may not be cancelled or amended with respect to Landlord without thirty (30) days written notice by certified or registered mail to Landlord, by the insurance company, at the following address:

City of Wasilla
290 E. Herning Avenue
Wasilla, Alaska 99654

Section 8.02 Termination of Lease Upon Damage of Casualty.

- a) If the Landlord, in its sole discretion, shall decide within ninety (90) days after the occurrence of any fire or other casualty, even though the Space Leased herein leased may not have been affected by such fire or other casualty, to demolish, rebuild or otherwise replace or alter the building containing the Leased Premises, then upon written notice given by Landlord to Tenant, this Lease shall terminate on a date specified in such notice, but no sooner than twenty (20) days from the date of such notice, as if that date had been originally fixed as the expiration date of the term herein leased. However, if the building or Lease Space is found to be a danger the structure may be demolished immediately without notice at the Landlord's convenience.
- b) In the event of damage to or destruction of the Space Leased, unless the Landlord shall have repaired such damage within ninety (90) days, or has commenced repairing within ninety (90) days and is proceeding with diligence and continuity, Tenant may with written notice terminate this lease on the date specified in such notice, as if the date had been originally fixed as the expiration date of the term herein leased, provided such early termination date be not later than one hundred fifty (150) days after the event of damage or destruction contemplated herein.

ARTICLE IX

EMINENT DOMAIN

Section 9.01 General.

If the whole or part of the Space Leased shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase or sale thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the Space Leased, or any part thereof, the following provisions described in Section 9.02 through 9.05 shall be operative.

Section 9.02 Taking of All of Space Leased.

If all of the Space Leased is taken, the term herein leased and all rights of the Tenant hereunder shall immediately cease and terminate and the rent shall be adjusted as of the time of such termination so that Tenant shall have paid rent up to the time of taking only.

ARTICLE X CONSTRUCTION

Section 10.01 Construction of Space Leased.

If Landlord upon the request of the Tenant installs or constructs any items or equipment for Tenant, such items or equipment shall be paid for by Tenant fifteen (15) days prior to installation or construction. If the actual installation or construction exceeds the bid or estimated cost the Tenant will have fifteen (15) days after the copy of the receipt or bill is presented to pay the Landlord the difference.

Section 10.02 Tenant's Installations.

Tenant shall fully equip the Space Leased with all trade equipment, lighting fixtures other than those provided by Landlord, furniture, operating equipment, fixtures and any other equipment necessary for the proper operation of Tenant's business. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not do any construction work or install any equipment without first giving Landlord the written plans and specifications for such work thirty (30) days prior to the date of construction. If the nature of the work does not require plans or specifications the Tenant shall describe the construction or modification in writing thirty (30) days prior to construction.

Landlord reserves the right before approving any such work to require Tenant to furnish to Landlord a performance and payment bond issued by a surety company approved by Landlord.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Default of Tenant.

Each of the following, but not limited thereto, shall be deemed a default by Tenant and a breach of this Lease:

- a) A default in the payment of the rent herein reserved, or any part thereof, for a period of ten (10) days.
- b) A default in the performance of any other covenants – or conditions on the part of Tenant to be performed, for a period of twenty (20) days after the service of notice thereof by Landlord.
- c) The filing of a petition, by or against Tenant, for adjudication as a bankrupt under the Bankruptcy Act of 1898, as now or hereafter amended

firm or corporation other than Tenant for such rent, for such time and upon such terms as Landlord shall determine to be reasonable. In any such case, Landlord may make repairs, alterations and additions in or to the Space Leased, and redecorate the same to the extent deemed by Landlord necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of the reletting including, without limitation, staff costs, broker's commissions and advertising expenses. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full cost of repairs, alterations, additions, redecorating and Landlord's expenses for reletting, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand for the residual of the term of this Lease. Or at Landlord's election, as liquidated damages, Landlord may demand in lump sum, payment of advance rental equal to six (6) months of rental otherwise payable.

- c) Removal of Property. Any and all property which may be removed from the Space Leased by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, costs and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's control. Any such property of Tenant not removed from the Space Leased or retaken from storage by Tenant within thirty (30) days after the end of the term of this Lease or of Tenant's right to possession of the Space Leased, however terminated, shall be conclusively deemed to, have been forever abandoned by Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord sees fit.

- d) Repayment of Landlord's Payment of Tenant's Obligations. Tenant agrees that if it shall at any time fail to make any payments or perform any other act on its party to be made or performed under this Lease, Landlord may, but shall not be obligated to, and after reasonable notice or demand and without waiving, or releasing Tenant from, any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay expense and employ counsel. Tenant agrees to pay any and all attorney's fees if legal action is required to enforce performance of by Tenant of any condition, obligation or requirement hereunder. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the rate of fourteen percent (14%) per year or the current maximum legal rate of interest, whichever is less, from the date of payment to the date of repayment, shall be deemed additional rent hereunder and payable at the time of any installment of rent thereafter

requires. Use of the term "Landlord" shall include Landlord, Landlord's agents and/or employees. Use of the term "Tenant" shall include Tenant's agents employees or Tenant's invitees.

Section 12.05 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 hereto, shall be in writing and given or made by mailing the same by registered or certified mail, addressed to the other party as follows:

Landlord: City of Wasilla
290 E Herning Avenue
Wasilla, AK 99654

Tenant: Younique Boutique
290 N Yenlo Street
Suite 100
Wasilla, AK 99654

Either party may, however, designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States general or branch post office, enclosed in a registered or certified prepaid wrapper addressed as hereinbefore provided.

Section 12.06 Estoppel Certificates.

Tenant shall, at any time and from time to time upon not less than fifteen (15) days prior request by Landlord execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified (or in full force and effect as modified and stating the modifications) and the dates to which the rent(s) and any other charges have been paid in advance, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrance (including assignees) of the Space Leased.

Section 12.07 Excuse for Nonperformance.

Either party hereto shall be excused from performing any or all of its obligations hereunder with respect to any repair and construction work required under the terms of this Lease for such times as the performance of any such obligation is prevented or delayed by an act of God, floods, explosion, the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such party.

- f) Rules and Regulations. Landlord may from time to time issue in writing rules and regulations deemed by Landlord to be for the benefit of Landlord, Tenant, and other Tenants, which shall become as incorporated in Lease.

Section 12.12 Sale or Transfer of Premises.

If Landlord sells or transfers the building or the property, on consummation of the sale or transfer, Landlord shall be released from any liability thereafter accruing under this Lease. If the security deposit or prepaid rent has been paid by Tenant, Landlord can transfer the security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

Section 12.13 Lien and Security Interest.

Landlord shall have a lien on, and Tenant hereby grants Landlord a security interest in all goods, supplies, inventory, merchandise, equipment, fixtures and all other personal property, which are or may be put on the Space Leased, to secure the payment of the rent and additional rent reserved under this Lease. If Tenant shall default in the payment of such rent, Landlord may at its option, without notice or demand, take possession of and sell such property in accordance with the Uniform Commercial Code of Alaska. Landlord shall apply the proceeds of sale as follows:

- a) To the expenses of sale, including all costs, fees and expenses of Landlord and Landlord's reasonable attorney's fees in connection with such sale;
- b) To the payment of such rent; and
- c) The surplus, if any, to Tenant.

Section 12.14 Rights Reserved to Tenant.

Landlord agrees to maintain the occupancy level of the building's main floor to a specified level and use. The use of the building's main floor is targeted toward businesses of a retail nature, to include but not exclusive, product sales, food/beverage sales, personal services, etc. If the retail occupancy level of the main floor falls below sixty percent (60%), based on lease-able square footage, for a period of time exceeding ninety days without a commitment to lease, Tenant may terminate lease without penalty.

counsel review the lease and/or had ample opportunity to have the document reviewed by an attorney of his choice or counsel.

The Tenant agrees to comply with all terms, provisions, and covenants of this mutually drafted and negotiated lease. Therefore, if there is a question of interpretation of the drafted language herein the interpretation should not be construed against either author.

LANDLORD:

Verne E. Rupright, Mayor
City of Wasilla

Date

TENANT:

Megan Vincent, Owner
Younique Boutique

Date