

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: April 28, 2026

NUMBER: 26-154

FR: Office of the Superintendent

SUBJECT: Approve
ILILGAAT
MUNAQRIVIAT
Childcare Center
Lease Agreement

STRATEGIC PLAN/BOARD GOAL:

Goal 4: Support Systems
Strategy 3: Improve School Facilities

ABSTRACT:

Board approval is required to enter into contracts over \$50,000.

ISSUE:

At issue is Board approval of the lease agreement between the District and ILILGAAT MUNAQRIVIAT Childcare Center.

BACKGROUND AND/OR PERTINENT INFORMATION:

The attached, unapproved lease has been negotiated between the District and representatives for ILILGAAT MUNAQRIVIAT Childcare Center. ILILGAAT MUNAQRIVIAT Board of Directors have approved the lease as attached. Draft lease has been reviewed by legal counsel for both parties. Insurance requirements were provided by the District insurer and accepted by ILILGAAT MUNAQRIVIAT as presented. Construction will be completed by September 30, 2026. Lease begins October 1, 2026, and ends June 30, 2028, unless otherwise extended. Annual renewals may be approved after the initial roughly 21 month lease expires. Childcare operations will occur each month except June and July when the facility is mechanically shut down. Monthly lease of \$10,995.00/month will be paid for each of the ten months of operation per year. Lease rate was calculated to cover the district's cost to operate that area of the building.

FUNDING SOURCE:

Ililgaat Munaqsrivat

ALTERNATIVES:

1. Approve ILILGAAT MUNAQRIVIAT Childcare Center lease at a rate of \$10,995.00/month for ten months of operational occupancy per year as presented;
2. Do not accept Approve ILILGAAT MUNAQRIVIAT Childcare Center lease at a rate of \$10,995.00/month for ten months of operational occupancy per year as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board Approve IĻĻGAAT MUNAQSRIVIAT Childcare Center lease at a rate of \$10,995.00/month for ten months of operational occupancy per year as presented.

ATTACHMENT:

NWABSD School District and IĻĻgaat Munaqsriyat Lease Agreement

**COMMERCIAL LEASE BETWEEN
NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT
AND
ILILGAAT MUNAQSRIVIAT**

This LEASE is made on May 1, 2026 by and between Northwest Arctic Borough School District (“Lessor”), whose address is P.O. Box 51, Kotzebue, Alaska 99752 and Ililgaat Munaqsriviat (“Lessee”), whose address is P.O. Box 256, Kotzebue, Alaska 99752, (collectively “the Parties”).

**ARTICLE 1
LEASED PREMISES, TERM, AND RENEWAL**

1.01 Leased Premises. Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Lessor approximately 6,058 square feet known as the “Middle School Pod” at Kotzebue Middle High School located at 775 3rd Avenue, Kotzebue, Alaska 99752, to include four classrooms (4) rooms, hallways, offices, and restrooms, as shown on **Exhibit A – Floorplan** attached hereto (the “Leased Premises”).

A. Lessee will operate a licensed childcare center on the Leased Premises. Lessee shall not use or permit the Premises to be used for any other purposes without the prior written consent of the Lessor. However, such consent shall not be unreasonably withheld so long as the contemplated use of the Leased Premises is related to childcare.

B. Lessee shall not have access to the Leased Premises during June and July of each year.

1.02 Lease Term and Renewal.

A. Term. This Lease shall be for a term of two (2) years commencing on September 1, 2026 and terminating on June 30, 2028 unless earlier terminated in accordance with the terms of this Lease. The Parties understand and agree that construction crews may be on the Leased Premises through September 30, 2026 or as otherwise agreed in writing.

B. Renewal. The Lease may be renewed by mutual written agreement of the Parties for one-year renewal terms.

**ARTICLE 2
RENT**

2.01 Rent. Effective October 1, 2026, Lessee shall pay to Lessor, without deduction and without notice or demand, net of all real property taxes, assessments, rates and other charges required to be paid by Lessee under this Lease with respect to the Leased Premises, the rent of \$10,995.00 per month on or before the 1st day of each month during the Lease Term. Lessee shall not pay rent for June and July of each year.

2.02 Rent Adjustment. At any time after the end of the first calendar year in which the Lease is in effect, and no more than once in any twelve-month period after that, the Lessor may assess a Rental Rate Adjustment to be calculated by the Lessor making a good faith estimate of the increase in Allowable Costs for the next twelve-month period and shall notify Lessee by sending an invoice for the Rental Rate Adjustment. The Lessor shall make available supporting documents used to estimate the Rental Rate Adjustment to Lessee. The Rental Rate Adjustment may include the following Allowable Costs:

- A. An increase in the cost of operational expenses for the building, which includes utilities such as electrical, heating oil, water/sewer, and refuse pickup;
- B. An increase in the cost of property, fire, and casualty insurance; and/or
- C. An increase in the cost of other out-of-pocket expenses attributable to the Leased Premises that Lessor is responsible for under the terms and conditions of this lease.

**ARTICLE 3
LIABILITY, INSURANCE, AND INDEMNIFICATION**

3.01 Indemnification. Except for claims, demands, losses, and liabilities resulting from the willful acts or omissions or negligence of Lessor and to the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor and any of the Lessor's applicable subsidiaries, from any and all claims, demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with this lease agreement, whether performed under this agreement by Lessee or its agents, sublessees, suppliers or employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this agreement shall not be limited in any way by any restriction on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by Lessor.

3.02 Insurance.

- A. General Requirement. Lessee shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus lines insurers approved by Lessor insurance for the term of the lease and for 24 months following expiration or early termination of the lease.
- B. Purpose of Insurance. The insurance Lessee shall procure is intended to insure against the types of claims set forth below and others, which may arise out of or as a result from the Lessee's operations under this agreement, whether such operations are by the Lessee or by a sub-Lessee or by anyone directly or indirectly employed by any of them, or by anyone for whose acts for which any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of the Lessee under this contract.
 - a. Claims under worker's compensation, employers liability, disability benefits, and other similar employee benefit acts which are applicable to the work to be performed under this agreement.
 - b. Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Lessee's employees.
 - c. Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the Lessee, or (2) by any other person or entity.
 - d. Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property including loss of use resulting therefrom.
 - e. Claims for damages because of bodily injury, including mental anguish, death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.
 - f. Claims involving the Lessee's contractual obligations and assumption of liability under this

agreement.

C. Limits. Lessor shall procure and maintain insurance written for not less than the limits listed below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of the commencement of this lease through the date of final occupancy.

a. *Worker's Compensation Insurance*. Statutory Requirements of the State of Alaska. Waiver of subrogation in favor of Lessor.

b. *Employers' Liability Insurance*. Waiver of subrogation in favor of Lessor.

\$500,000	Each Accident
\$500,000	Disease each employee
\$500,000	Disease policy limit

c. *Commercial General Liability Insurance Form CG0001 04/13 or equivalent*.

\$1,000,000	Combined Single Limit of Liability per Occurrence
\$ 1,000,000	Personal/Advertising Injury Limit of Liability per Occurrence
\$ 2,000,000	Annual General Aggregate Limit of Liability
\$ 2,000,000	Annual Products/Completed Operations Aggregate Limit of Liability
\$ 100,000	Fire Damage Limit of Liability Any One Fire
\$ 5,000	Medical Payment Limit Any One Person
	<u>Per Location Aggregate Provision</u>

Commerce General Liability Insurance shall include at a minimum, all major divisions of coverage and be on a commercial general liability form including:

Premises/Operations Liability
Products/Completed Operations Liability
Personal/Advertising Injury Liability
Fire Damage Liability
Medical Payments
Per Location Aggregate Provision

d. *Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent*.

\$1,000,000	Combined Single Limit of Liability per Accident for all Owned, Hired, and Non-Owned Vehicles.
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e. *Commercial Excess Liability Insurance*. Name Lessor as an additional insured and contain a waiver of subrogation provision in favor of Lessor. Excess of underlying Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Employers' Liability Insurance.

\$1,000,000	Combined Single Limit of Liability per Occurrence
\$1,000,000	Annual Aggregate Limit of Liability

f. *Sexual Abuse & Molestation Liability Insurance*.

\$1,000,000 Limit of Liability per Claim.
\$1,000,000 Limit of Liability Annual Aggregate for all Claims.

- A. Primary Requirement. All liability insurance required of Lessee shall be primary. All liability insurance carried by Lessor is declared to be excess and non-contributory of any insurance carried by the Lessee or sub-lessees.
- B. Review of Insurance by Lessor. Lessee's required insurance is subject to review and adjustment by Lessor, who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Lessee shall be provided a written explanation for any such changes.
- C. Certificates of Insurance. Certificates of insurance acceptable to Lessor shall be filed with Lessor prior to the commencement of the beginning of any operations by the Lessee. These certificates and the insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the insured (Lessee).
- D. Cancellation. If any of the insurance policies required above are canceled for any reason, Lessee shall provide immediate notice to Lessor of the cancellation and either provide evidence of replacement or notice of reinstatement. Immediately in this section means within five (5) business days of receipt of cancellation by the Lessee.
- E. Consequence for Failure to Maintain Insurance or Provide Notice of Cancellation. Failure to maintain these insurance provisions required of the Lessee or failure to immediately notify Lessor of cancellation shall be considered a material breach of this contract by the Lessee, subject to termination provisions of this contract.
- F. Waiver of Right of Recovery. Lessor and Lessee both agree to waive any right of recovery against each other for any insured or self-insured damage to this leased premises. Each shall be responsible for securing and maintaining their own separate property insurance for owned or leased building, contents, furniture, fixtures, improvements, betterments, business interruption (business income) including loss of rental income. Each shall be responsible for their own deductible, retention and waiting period requirements.
- G. Notice for Insurance Matters. Notice described in this Section 3.02 Insurance shall be delivered to the following location:

Contracting - NWABSD
Northwest Arctic Borough School District
PO Box 51
Kotzebue, AK 99752

- 3.03 Effect of Fire or Casualty, Taking, or Condemnation. The Lessor shall insure for fire or other catastrophic damage to the building. In the event of a fire or any other casualty, including actions by the State of Alaska, the United States, or the local government, resulting in loss of use of all or a substantial part of the Premises for more than a week, then either party may cancel this Lease on 30 days written notice. If the Lease is not terminated, then the Lessor shall proceed with all expedience to restore the Premises, and for the period in which the Premises are not usable, the Lessor shall reduce the rent charged and pro-rate accordingly.

ARTICLE 4
LESSOR'S COVENANTS

- 4.01 Quiet Enjoyment. Upon timely payment by Lessee of all rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under it.
- 4.02 Grade and Drainage. Lessor shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Lessee.
- 4.03 Taxes. Lessor shall pay any property taxes on the real property interest involved, including assessments, but not including any fixtures that are the property of Lessee.
- 4.04 Repairs. Lessor shall keep the structural portions of the building, including external walls, flooring, ceiling, and roof of the building, in good repair and shall pay for all damages thereto except for damages caused or allowed by the Lessee. Lessor shall also keep HVAC and plumbing in good repair except that Lessor may charge back to Lessee plumbing and HVAC problems attributable to abnormal or improper use by Lessee, its agents, employees, or invitees, as defined by the repair person. The Lessor shall keep the external electrical lines in good repair.
- 4.05 Utility Services. Lessor will provide heat, water, sewer, electricity, and snow removal. Lessee will provide janitorial, refuse, internet and phone services. Lessor reserves the right to stop service of the heating, plumbing, and electrical systems when appropriate because of accident, emergency, or repairs and shall not be liable to Lessee for any damages arising therefrom. Heating, plumbing, and electrical systems may also be interrupted by strike, accident, natural calamity, or orders or regulations of any governmental authority, and Lessor shall not be liable to Lessee for any damages arising therefrom.

ARTICLE 5
LESSEE'S COVENANTS

- 5.01 Observance of Laws. Lessee, at all times during the Lease Term, at its own expense and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental agency, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as Lessor may request from time to time.
- 5.02 Upkeep. Lessee shall keep the Premises in good repair and take financial responsibility for repair of damages to the property resulting from the use by Lessee or Lessee's invitees, including damage to all fixtures and equipment that become a part of the real estate, glass, plumbing, and pipes. The Lessor remains responsible for the ordinary maintenance of such items. Lessee shall take care that no pipes are exposed to freezing conditions and shall be responsible for loss occurring from freezing caused by or avoidable through the ordinary care of the Lessee. It shall keep means of ingress and egress free and comply with all fire codes.
- 5.03 Waste and Wrongful Use. Lessee shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon. If abuse or waste of the Leased Premises is found, Lessee, upon demand by Lessor, shall immediately eliminate such abuse or waste and restore the property to its original condition, normal wear and tear excepted.

- 5.04 Surrender of Leased Premises. Upon the expiration or termination (including termination resulting from Lessee's breach) of this Lease. Lessee, without further notice, shall deliver to Lessor, possession of the Leased Premises.
- 5.05 Ownership of Equipment/Appliances/Furniture. Lessee will retain ownership and use of all equipment/appliances/furniture it provided during the move-in process, upon termination of the lease, less those items (ie light fixtures, flooring, doors, window treatments, etc.). Lessee shall leave all permanent construction, such as countertops, cabinets, and similar, in usable condition after removal of movable equipment/appliances/furniture.
- 5.06 Holdover. If Lessee remains in possession of the Leased Premises after expiration of the Lease Term without the execution of a new lease or of an extension of this Lease, and in such a manner as to create a valid holdover tenancy, and if no notice of termination has been delivered by Lessor to Lessee, Lessee shall be deemed to occupy the Leased Premises only as a Lessee at will from month-to-month, upon and subject to all of the provisions of this Lease which may be applicable to a month-to-month tenancy.
- 5.07 Liens. Lessee will not permit any materialmen, mechanics, laborers, or other liens of any nature to attach to the property unless Lessee is contesting such lien in good faith and, in Lessor's reasonable opinion, is diligently protecting the interests of Lessor during such contest.
- 5.08 Grade and Drainage Improvements, Additions and Alterations. Lessee shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Lessor.

ARTICLE 6 ASSIGNMENTS AND MORTGAGES

- 6.01 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Leased Premises without Lessor's prior written consent. Lessor's consent shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

ARTICLE 7 TERMINATION, DEFAULT AND DEFEASANCE

- 7.01 Event of Default. The following shall be a default by Lessee and a breach of this Lease:
- A. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee or to perform as required or conditioned by any other covenant or condition of this Lease.
- 7.02 Notice and Right to Cure.
- A. Notices. As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy, give notice of default to Lessee.
- B. Method of Giving Notice. Lessor shall give notice of default by either personal service or by first class mail.
- C. Lessee's Right to Cure Default(s). If the alleged default is nonpayment of rent, Lessee shall have

thirty (30) days after the notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.

- 7.03 Non-Waiver. Acceptance by Lessor of any rents shall not be deemed to be a waiver by it of any breach by Lessee of any of its covenants contained in this Lease or of the right of Lessor to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Lessor of any breach by Lessee shall not be deemed to be a waiver of the right of Lessor to declare forfeiture for any other breach or of any other covenant.
- 7.04 Right of Lessor to Protect Against Default. If Lessee fails to observe or perform any of its covenants contained herein, Lessor, at any time thereafter and with seven (7) days notice, or in the case of a situation deemed by Lessor to constitute an emergency, without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Lessee, and shall not be liable to Lessee or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of any of them. All costs and expenses paid or incurred by Lessor in observing or performing such covenant shall constitute additional rents, which Lessee shall forthwith pay to Lessor upon statements therefore.
- 7.05 Lessor's Remedies. In the event of a breach by Lessee of any of the agreements, conditions, or terms of this agreement, and a subsequent failure to cure the breach by Lessee, then Lessor shall have the right to terminate this Lease and seek reasonable damages. Lessor retains the right to invoke any other remedy allowed by law or in equity. These rights are cumulative and the exercise of one right has no exclusionary effect on any other. Failure to exercise a right does not constitute a waiver of that right.
- A. Termination in the Event of Default. If Lessor gives Lessee notice of termination, all Lessee's rights in the Leased Premises shall terminate. Within forty-eight (48) hours after notice of termination, Lessee shall surrender and vacate the Leased Premises, and Lessor may re-enter and take possession of the Leased Premises. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or accruing against Lessee, or any other relief available to Lessor.
- B. Recovery of Rent. Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of two (2%) percent from the due date of each installment.
- C. Lessee's Personal Property. Lessor may, if Lessee fails to remove personal property or any new improvements within the time allowed above, use Lessee's personal property, Lessee's improvements and trade fixtures on the Leased Premises, or any of such property without liability for use or damage, or store them at the sole risk and cost to Lessee.
- 7.08 Lessee's Right to Terminate Lease. Lessee may terminate this lease by: (1) not exercising its right to renewal; or (2) failure to obtain a license to operate a child care center for reasons directly related to facility issues. Lessee may give Lessor ninety (90) days advance written notice to Lessor of its intent to terminate this Lease. In such event, Lessee shall be responsible for all rents for anytime it is occupying the Premises, even partially, except for June and July rents.
- 7.09 Lessee's Remedies. This is a commercial lease and in no respect is covered by the Residential Landlord Tenant Act of the State of Alaska or any other statutes designed to protect residential tenant or landlord interests except as they apply to commercial leases. In the event that Lessee is dissatisfied with any aspect of Lessor's performance, Lessee shall give written notice to Lessor, and Lessor shall have ten days to

remedy the defect. If the defect is substantially cured but not fully satisfactory to Lessee, then Lessee shall notify Lessor, and Lessor shall have another ten days to affect the cure. Lessee shall have all rights given to Lessee for a breach of the terms of this Lease by Lessor at common law in law and equity subject only to the condition precedent of notice as required in this section.

ARTICLE 9 GENERAL PROVISIONS

9.01 Ownership of Improvements.

- A. Improvements Owned by Lessor. The improvements set forth in **Exhibit B – Improvements Owned by Lessor** – to include all permanently installed Work per the Construction Documents, except the dishwasher, washer and dryer, as shown inattached hereto are situated on and are part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Lessor.
- B. Improvements Owned by Lessee. The improvements set forth in **Exhibit C – Improvements Owned by Lessee** – to include items directly purchased by Lessee, including all appliances, cameras, personal effects, furniture, equipment and removable items, except as included in Exhibit B, are situated on and are part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Lessee.

9.02 Lessor’s Right to Entry, Inspection and Repair. Lessor may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours advance notice to Lessee of such inspection. To protect the confidentiality of Lessee’s invitees, Lessor shall take every step possible to not enter without the presence and consent of Lessee except in an emergency or upon agreement by Lessee, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Lessor may enter and inspect the Leased Premises on reasonable notice to Lessee (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or terminate the emergency. An emergency is any action, event or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and includes, but is not limited to, flood, fire, explosion, uncontrolled dangerous discharge or release of water or fluids, or the unauthorized or illegal placement of hazardous or toxic materials on Leased Premises. The provisions of this paragraph apply to Lessor solely in its capacity as Lessor and not in any other capacity.

9.03 Notices. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by facsimile, email (with a hard copy mailed first class) or mailed and addressed to the respective parties as follows:

To Lessor:

Northwest Arctic Borough School District
Attn: Director of Administrative Services
PO Box 51
Kotzebue, AK 99752

To Lessee:

Iilgaat Munaqsriyat
Attn: President
PO Box 256

- 9.04 Integration and Amendments. Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Lessor and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and Lessee.
- 9.05 Survival and Severability. If any provision of this Lease shall be deemed to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, to the extent possible, the rest of the Lease shall remain in full force and effect.
- 9.06 Binding Effect. This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. The designations “Lessor” and “Lessee” include their respective successors and assigns and shall be so construed that the use of the singular includes the plural number, and vice versa, and the use of any gender include the other genders.
- 9.07 Captions. The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.
- 9.08 Execution and Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 9.09 Governing Law/Construction. This Lease shall be construed and governed by the laws of the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirements for interpretation or construction shall arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the State Court in the Second Judicial District at Kotzebue, Alaska.
- 9.10 Authority to Execute Lease. The Parties represent that the person signing this Lease on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Lease.

**NORTHWEST ARCTIC
BOROUGH SCHOOL DISTRICT**

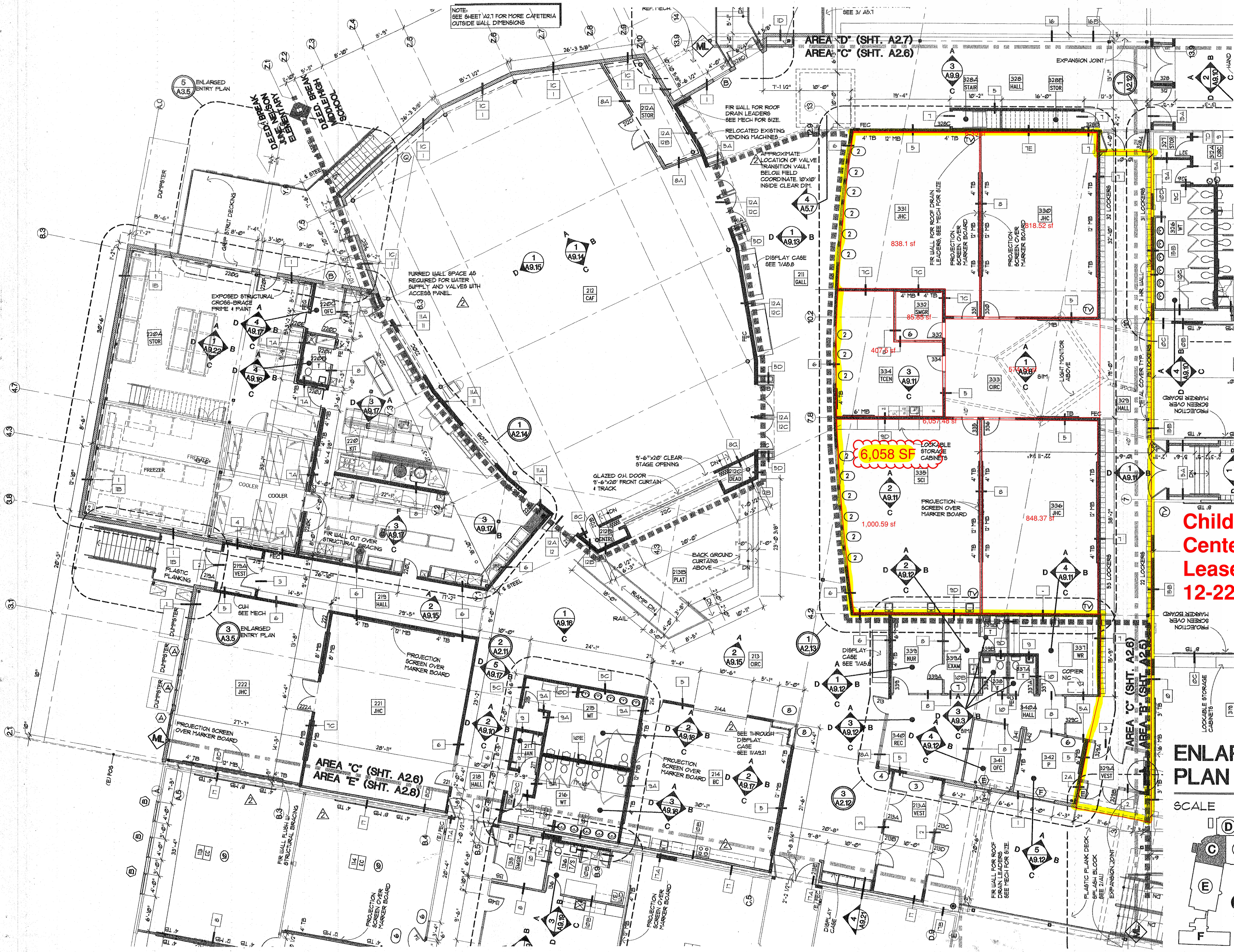
ILILGAAT MUNAQSRIVIAT

By: _____
Terri Walker
Superintendent

By: _____
Madeline Gallahorn
Vice President

Date Signed: _____

Date Signed: _____



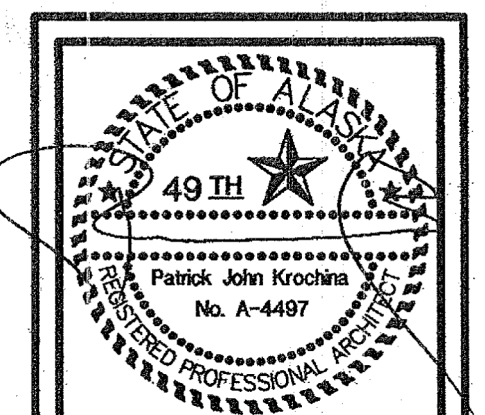
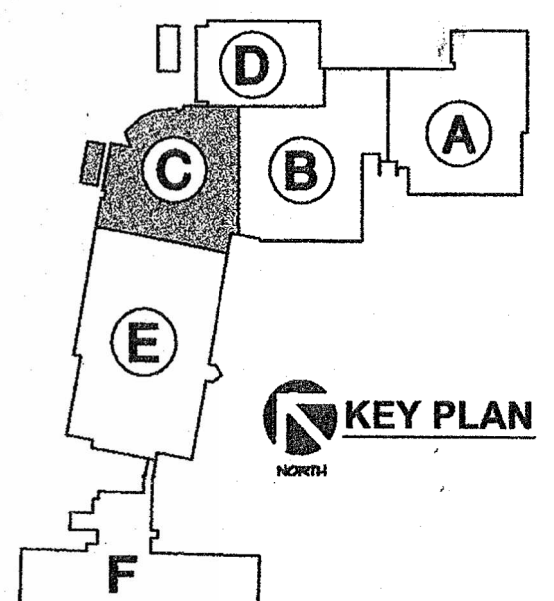
**Childcare
Center
Leased Space
12-22-25**

EXHIBIT A



**ENLARGED
PLAN AREA "C"**

SCALE 1/8" = 1'-0"



**KROCHINA
ARCHITECTS AIA**
3501 Denali Street, Suite 303, Anchorage, Alaska 99503
(907) 661-2241
www.krochina.com

**Kotzebue School
Improvements**
Northwest Arctic Borough School District
Kotzebue, Alaska Project Number 15-02

Drawn:	CG/JH
Checked:	PJK
Revisions:	
95% SUBMITTAL 04-23-04 100% CONFORMED CONSTRUCTION DOCUMENTS 08-10-04	
Dwg:	0312A24-7
© 2003 Krochina Architects	
Dwg Title:	ENLARGED PLAN AREA "C"
Job No:	0312/0404
Date:	Sept 2, 2004
A2.6	
of _____	