



Alcohol & Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

### What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

**Items that are submitted without this page will be returned in the manner in which they were received.**

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Michelle Jay Jones	License Number:	41345		
License Type:	Retail Marijuana Store				
Doing Business As:	The Joint				
Physical Address:	327 Seward St., Suite #7				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Michelle Jay Jones				
Email Address:	thejointsitka@outlook.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	proof of possession for proposed premises
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### OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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## COMMERCIAL LEASE

THIS LEASE, entered into on this 1<sup>st</sup> day of September 2025 by and between Spruce Glenn LLC / Marty Martin P. O. BOX 437 Sitka, Alaska 99835 ("LESSOR"), and Michelle J Jones THE JOINT P.O. Box 1774 327 Seward Square Unit #7 Sitka Alaska 99835 ("LESSEE")

### RECITALS

1. The Lessors are the owners of a building located at 327 SEWARD ST. Sitka, Alaska 99835 and desire to lease the retail space more specifically identified as Unit #7 and highlighted on EXHIBIT A, attached ("the Premises") to a suitable Lessee for business purpose.
2. The LESSEE desires to lease the Premises for business purpose.
3. The parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. **Acceptance Uses:** The premises shall be used for commercial retail or restaurant space and for no other purpose.
2. **TERM.** The lease shall last for two (2), to commence no later than the first 1<sup>st</sup> day of September 2025, and terminating on the first 1<sup>st</sup> day September 2027. ("initial term").
3. **RENTAL.** Monthly rental for the first year of this Lease shall be One Thousand Fifty and 00/100 (\$1,050.00) payable on the first day of each month. The rental amount includes sales tax at the current 5% and ^% for the winter and summer months respectively, with such sales tax amount subject to change as mandated by the City of Silka. Lessor shall be responsible for the payment of any applicable sales tax. Lessor shall be responsible for the preparation and filing of sales tax returns when such come due and shall timely file such return with the City and Borough of Sitka during the term of this Leases. A late fee will be charged in the amount of Fifty Dollars (\$50.00) if rent is not received by the 10<sup>th</sup> of the month.
4. **UTILITES.** Lessor is responsible and shall pay the following utilities during the lease term. NONE. The Lessee or Tenant shall be responsible for Garbage, Sewer, Water, Landfill, Internet, Cable Phone, Security, any other utilities or services required to operate their business.

## 5. MAINTENANCE.

- Lessee shall maintain and keep in good condition all the special plumbing, lighting, appliances, installations, fixtures, machinery or appurtenances peculiar to Lessee's tenancy and shall do in a matter so as not to cause loss or damage to the leased premises.
- Lessor shall make any major maintenance and repairs required to the heating and plumbing systems, electrical wiring, roof, foundation, interior and exterior as may be required to keep same in good safe maintenance and repair, unless the damage is caused solely by Lessee's or Lessee's agent's negligent or non-negligent acts. Lessee shall permit Lessors and Lessor's agent to enter the leased premises at all reasonable hours for the purpose of carrying out such duties.

6. **Delivery Accepted; Surrender of Premises.** Lessors represent that the premises are in fit condition for use by Lessees. Acceptance of the premises by Lessee shall be construed as a recognition that the premises are in a good state of repair and in sanitary condition. Lessees shall surrender the premises at the end of the lease term, or any renewal thereof, in the same condition as when Lessee took possession, allowing for reasonable wear and damage by Acts of God, including fires and storms. Before delivery, Lessees shall, to the greatest extent possible, retore the portion of the premises on which they were placed in the same condition as when received.
7. **Entry on Premises by Lessors.** Lessors reserve the right to enter the premises at reasonable times to inspect them and perform required maintenance and repairs to any part of the building in which the premises are located and Lessee shall permit Lessors to do so.
8. **Improvements, Alterations and Repairs.** Lessee may make improvements, alterations, and repairs at Lessee's expense, with prior written authorization from Lessor, so long as work is performed by a licensed bonded and insured contractor, and in a manner that is consistent with all local, state and federal laws. Plans shall be provided to Lessor for approval prior to any work being performed. Lessee may not allow any liens to be recorded against the property.
9. **Tenant insurance Obligations.** Lessee shall procure and maintain n force at its expense during the term of this Lease, and any extension, Comprehensive General Liability Insurance l the amount of \$1,000,000.00 for each occurrence, \$2,000,000.00 general aggregate, \$100,000.00 for coverage of rented premises for each occurrence, and \$5,000.00 medical expense limit for any one person, from brokers and underwriters approved by the State of Alaska. Such coverage shall be adequate to protect against liability for damage claims through public and private use of or arising out of accidents occurring in or around the Premises

10. **Indemnification.** Lessee shall indemnify, defend, and hold harmless the Lessor from all claims, demands, causes of action, damages, and any incidental expenses, arising out of any damage to any person or property incurring in, on, or about the Premises, that are not caused by Lessor's gross negligence.
11. **Casualty Insurance and Property Tax.** Lessors shall, during the term of this lease, keep the demised premises and all fixtures, improvements and appurtenances associated with the premises insured against fire and all other casualties (excluding floods) in an amount at least equal to the replacement of the Premises, fixtures, improvements, and appurtenances. Lessors shall also pay all real property taxes levied upon the demised premises by the authorized taxing authority (presently the City and Borough of Sitka) that fall due during the term of this lease.
12. **Assignment Sublease or License.** Lessee shall not assign or sublease the premises or any right or privilege connected therewith or allow any other person except agents and employees of Lessee to occupy the premises or any part thereof, without first obtaining the consent of Lessors. A consent by lessors shall not be consent to a subsequent assignment, sublease or license to occupy by Lessees shall void and shall terminate the lease at the option of Lessors. The interest of Lessee in this lease is not assignable by operation of law without written consent of Lessors.
13. **Default or breach.** Each of the following event shall constitute a default or breach of this lease by Lessee:
- If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or file for reorganization under a bankruptcy act, or shall voluntarily take advantage of any such act by the answer or otherwise or make an assignment for the benefit of creditors.
  - If involuntary proceedings under any bankruptcy law or insolvency act shall be initiated against Lessee, or if any receiver or trustee shall be appointed for all, or substantially all or the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after institution or appointment.
  - If Lessee shall fail to pay Lessors any rent or additional rent when the rent shall become due and shall not make the payment within Thirty (30) days after notice thereof by Lessors to Lessee.
  - If Lessee shall fail to perform or comply with any of the conditions of this lease or if the non-performance shall continue for a period of thirty (30) days after notice thereof by Lessors to Lessee. Under performance cannot reasonably be had within the Thirty (30) day period.

- If Lessee shall vacate or abandon the demised premises. **Lessor or Landlord will immediately contact Alcohol Marijuana Control Office and ensure enforcement for AMCO removes all marijuana and marijuana products from the facility.**
  - If the lease or the estate of Lessees under this Lease shall be transferred to or shall pass or divulge to any other person or party except in the manner permitted.
  - If Lessee shall fail to take possession of the demised premises on the term commencement date or within fifteen (15) days after notice that the demised premises are available for occupancy, if the term commencement date is not fixed herein, or shall be deferred as herein provided.
14. **Remedies of Lessors for Breach by Lessee.** Lessors shall have remedies, in addition to their other rights and remedies in event Lessees breach this lease and fail to make corrections as set forth in section 12 herein as follows.
- Lessors may re-enter the premises immediately and remove the property and personnel of Lessee and store the property in a public warehouse or at a place selected by Lessors at the expense of Lessees or sell said property to pay off all or a portion of Lessee's indebtedness. Lessee shall be liable for rent for three (3) months or unto the property is rented whichever comes first. **The Lessor (landlord) will immediately contact Alcohol Marijuana Control Office and ensure enforcement for AMCO removes all marijuana and marijuana products from the facility.**
  - After re-entry, Lessors may terminate this lease on giving Ten (10) days' notice to terminate to Lessee.
15. **Attorney's Fees.** The prevailing party is entitled to their full reasonable attorney fees and costs in any action required to enforce this agreement or in post judgement proceedings to collect on any judgement or attorney fees.
16. **Personal Guarantee.** For any Lessee that signs as a business entity, an individual personal guarantee shall be provided as additional security for the payment obligation under this Lease, unless expressly waived, in writing by the Lessor
17. **Condemnation.** Eminent domain proceedings resulting in the taking or part of the leased premises herein, but leaving the remaining premises usable by Lessee for the purpose of its business, will not terminate this lease unless Lessors, at their option, terminate this lease by giving written notice of termination to Lessee. The effect exercised will be to terminate the lease as to the portion of the premises condemned and as the lease of the remainder of the demised premises shall remain intact. The rental amount for the remainder of the lease shall be reduced by the amount that the usefulness of the premises shall be reduced for the business purpose of the Lessee. Lessee hereby assigns

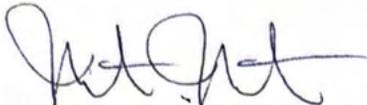
and transfers to Lessors, any claim it may have for compensation for damages as a result of condemnation.

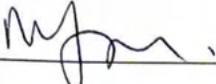
18. **Total Agreement Applicable to Successors.** This lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties. This lease applies in all respects to and is binding upon the heirs, legal representatives, successors and assigns of all parties to this lease agreement. The undersigned acknowledge they each are duly authorized to sign on behalf of the entities they sign for.
19. **Manager.** The parties agree that Marty Martin as part owner of Spruce Glenn LLC shall serve as the property manager for the Premises and shall serve as the point of contact for issues that arise and for written notice served upon the Landlord / Lessor.
20. **Notice.** Any notice required under this Lease shall be provided to the parties by US MAIL at the following addresses with a courtesy copy sent by email. Notice is deemed to be served tow (2) days after postmark;

To Lessee:                   Michelle J Jones  
                                      P. O. BOX 1774  
                                      Sitka Alaska 99835  
                                      [thejointsitka@outlook.com](mailto:thejointsitka@outlook.com)

To Lessor                    Spruce Glenn LLC  
                                      P. O. BOX 437  
                                      Sitka Alaska 99835  
                                      [martinent@gci.net](mailto:martinent@gci.net)

IN WITNESS WHEREOF, the parties have executed this lease at Sitka Alaska, the day and year first above written.

LESSOR  9/1/2025  
MARTY MARTIN / SPRUCE GLENN L.L.C. DATE

LESSEE  9/1/25  
MICHELLE J JONES DATE

ENTITY NAME THE JOINT

INDIVIDUAL GUARANTEE Michelle Jones  
MICHELLE J JONES

PO BOX 1774, SITKA, AK 99835  
ADDRESS, PLEASE PRINT