



UNIVERSITY
of ALASKA

LAND
MANAGEMENT

LEASE APPLICATION

Anchorage Office

1815 Bragaw Street, Suite 101
Anchorage, Alaska 99508-3433
PHONE: (907) 786-7766
FAX: (907) 786-7733

Fairbanks Office

2025 Yukon Drive, Suite 106
Fairbanks, Alaska 99775-5280
PHONE: (907) 450-8133

LEASE APPLICATION

1. REQUIREMENTS FOR SUBMITTING APPLICATION TO LEASE LAND.

Applications should include the information listed below and can be sent to either of the following addresses:

Anchorage Office
1815 Bragaw Street, Suite 101
Anchorage, AK 99508-3433

Fairbanks Office
2025 Yukon Drive, Suite 106
Fairbanks, AK 99775-5280

Applications should include the following information:

Parcel Name
Parcel # _____ (enter appropriate number)
Name of Individual Submitting Application
Address of Individual Submitting Application
Date

- a. Business Questionnaire Form. Each application must be submitted using the attached Lease Application - Business Questionnaire Form (“Business Questionnaire”). This form must be completed in its entirety, signed, and notarized. The form should provide sufficient evidence of applicant’s qualifications and financial ability to successfully develop the parcel.
- b. Financial Offer Schedule Form. Each application must be submitted using the attached Lease Application - Financial Offer Schedule_ (“Financial Offer”). This form must be completed in its entirety,
- c. Application Fee. A non-refundable application fee in the amount of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** must be submitted with the application. **DO NOT SEND CASH**. Deposits must be in the form of a **cashier’s check or money order**, made **payable to the University of Alaska**.
- d. Ethics Disclosure Form. Applications from University employees or their family members must be accompanied by a completed “Disclosure of interest in University grant/contract/lease/loan” Form. Approval of this form must occur prior to the execution of the Lease Agreement. A copy of the Ethics Disclosure Form is located [here](#).
- e. Conceptual Development Plan. If the applicant contemplates commercial development of the property, or construction/significant rehabilitation of any structures on the property, applicant is to provide a Conceptual Development Plan with this application, showing general site layout, building design and proposed construction specifications of all facilities. The Conceptual Development Plan should also describe the applicant’s general plans for management, organization,

marketing, operations and financing. The Conceptual Development Plan should address the following:

- i. A marketing plan, including the target clientele.
- ii. A description of improvements proposed to be constructed on the parcel, including but not limited to buildings, utilities, waste disposal systems and walkways.
- iii. A site plan depicting all proposed improvements.
- iv. The time frame for construction of all proposed improvements.
- v. A list of permits required for development and operation of the project.
- vi. A management and organization plan, including, at a minimum, names and general experience of key managers, and total number of anticipated personnel.
- vii. An operating plan, including a general description of the nature and scope of the operations, services to be offered, season of operation and anticipated annual number of guests or patrons.
- viii. A financing plan evidencing applicant's financial ability to meet the financial requirements of the application and identifying the source of investment capital and the names and addresses of all individuals proposed to have a security interest in the project.

Depending on circumstances, the University may subsequently require a more detailed and thorough Development Plan for approval prior to the lease. While the Conceptual Development Plan may need to be adjusted during lease discussions as the applicant has the opportunity to more fully evaluate engineering and other technical aspects, the applicant is to inform the University of significant changes to the Conceptual Development Plan and/or Development Plan. Applicant shall be responsible for compliance with all federal, state and local laws and regulations.

- f. **Supporting Documentation.** Any documentation or additional information necessary to enable the University to evaluate the application should be submitted.
- g. **Submission.** All applications must be signed, dated and completed as completely as possible. All materials submitted as part of the application become the property of the University upon receipt, unless the applicant has requested and the University agrees to keep particular portions of the application confidential. Applications may be accepted as is, or, at the University's sole discretion, may be subject to further negotiation on a case-by-case basis.

2. EVALUATION AND ACCEPTANCE PROCESS.

- a. **Evaluation.** The University may reject any application that does not provide the University with fair market value under the lease, as determined in the University's sole discretion. The University may reject any application that does not provide sufficient information, or may request supplemental information from the applicant, in the University's sole discretion. The University may engage in further discussions with the applicant, and may suggest the applicant consider a lease on different terms than those proposed in the initial application, as to any aspect of the application. The University may compare the application to other applications

for the same parcel that may have been received prior to or subsequent to this application.

- b. Examination of applicant's financial background. The University may request additional and independent verification of any financial information concerning the applicant and/or the application. Applicants not wishing their financial information to be available to the public must clearly stamp **CONFIDENTIAL** on each such financial document. The University will maintain the confidentiality of such information to the extent allowable by law. The applications themselves, however, may not be classified as confidential and may be open to the public after a lease is executed with the successful applicant. Verification of an applicant's financial ability to develop and manage the proposed project and meet all of the terms of the lease agreement may include, but not be limited to, an examination of credit history, debt obligations, income and assets of the applicant. The University may ask the applicant to pay for and furnish a business or mortgage credit report issued by a credit reporting agency approved by the University. The University reserves the right to decline any and all applications submitted by parties who are currently or have previously defaulted on payments to the University.
- c. Initial response. The University will endeavor to provide applicants with at least an initial response to the application within 30 days of receiving the application. Applicants who have not received a response within 30 days are urged to contact the University at one of the addresses or phone numbers on the cover sheet.

3. **QUESTIONS OR COMMENTS.** Questions or comments concerning the application process should be sent to the Anchorage address listed in Section 1.
4. **AGE REQUIREMENT.** Applicants should be at least eighteen (18) years of age, married, or otherwise legally emancipated to enter into a lease.
5. **LEASE AGREEMENT.** If the application results in a proposed lease sent to the applicant, the applicant will be expected to return the lease agreement, properly completed and signed, to one of the addresses provided in Section 1 above, so that it is received by the office within thirty (30) days of it being sent out from the University. All leases shall be subject to existing zoning, reservations, exceptions, easements, restrictions, covenants, setbacks, and other encumbrances noted on title. Leased properties may be subject to borough and/or local taxes or special assessments. The University shall coordinate all leases using University documents. The applicant shall be responsible for paying all costs associated with completing the lease agreement, including, but not limited to, recording fees, credit reporting fees, fees related to verifications of deposit and credit, and administration fees.
6. **USE OF DEPOSIT AS LIQUIDATED DAMAGES.** If the University has required a deposit during lease negotiations, the University may retain the deposit, down payment, and all other funds paid to the University, as liquidated damages, and not as a penalty, in the event that the applicant fails to: **(a.)** properly complete, sign and return the lease agreement or any other documents within THIRTY (30) DAYS of the date of the University's notice or other communication, or **(b.)** meet any or all of the terms and conditions contained herein, outlined in the acceptance letter, or listed in

the lease agreement. The lease agreement, if any, shall be terminated by the University, and the University shall be free to accept another application. The University and the applicant agree that the University's costs and damages are difficult of ascertainment, are reasonably represented by the amount of the deposit, and may (but not necessarily will) include costs of advertising, staff costs, legal costs, title examination fees, lost profits from other possible leases, and other similar costs and damages. **THE DEPOSIT AND ALL OTHER FUNDS PAID TO THE UNIVERSITY BY THE SUCCESSFUL APPLICANT WILL BE NON-REFUNDABLE IF THE SUCCESSFUL APPLICANT DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE APPLICATION.**

- 7. PARCEL INSPECTION.** Interested parties are strongly urged to do an on-site inspection of the parcel and locate all property boundaries prior to entering into a lease with the University. Interested parties should thoroughly inspect parcels to ensure that the parcel is suitable for the party's intended use and to determine all permitting requirements related to that intended use. **Many of the parcels offered for lease are located in rural or remote areas and may contain physical hazards. Interested parties should exercise reasonable caution in their physical inspections of parcels. On-site inspections shall be conducted entirely at the interested parties' own risk and responsibility.** It is also recommended that applicants inspect all public records pertaining to these parcels, including, but not limited to, recorded plats and covenants, local improvement district assessments and topographical maps, prior to submitting Applications. Information regarding these parcels may be available from local, state and federal offices, including but not limited to: the city or borough assessor's office, building permitting office and land planning office; local utility companies; district recorder's office; the State of Alaska Department of Natural Resources, Department of Environmental Conservation, Department of Fish and Game and Department of Transportation and Public Facilities; and the U.S. Department of the Interior Bureau of Land Management, Geological Survey, Environmental Protection Agency and Army Corps of Engineers. Applicants shall be required to obtain all requisite permits prior to commencing construction. The applicant will be required to comply with all deed restrictions and covenants affecting the parcel.
- 8. ACCESS/MAINTENANCE.** Legal access, maintenance of the roads, utilities and drainage systems necessary to the operation shall be the responsibility of the successful applicant. Successful applicants shall be required to comply with all State of Alaska Department of Environmental Conservation regulations relating to the installation and maintenance of all water and wastewater systems located on the parcel and, if applicable, the regulations of the U.S. Army Corps of Engineers relating to the development of wetlands.
- 9. WARRANTIES.** Applicants are advised that the maps, floor plans, acreages and other information provided by the University are approximations and that no guarantee or warranty is made to their accuracy. It is the applicant's responsibility to examine the parcels and take such other steps, as may be necessary to ascertain the exact character and location of the parcels and improvements, if any, and the general and local conditions that affect the use of the parcels and improvements. In addition, the University makes no warranties, either express or implied, nor assumes any liability

whatsoever, regarding the social, economic, or environmental aspects of the parcel, to include, without limitation, the soil conditions, water drainage, suitability of the parcel for on-site wastewater disposal, physical access, or natural or artificial hazards which may or may not exist, or the merchantability, suitability or profitability of the parcel for any use or purpose. These properties are being offered “as is.” **ALL APPLICANTS ARE STRONGLY URGED TO INSPECT THE PARCEL BEFORE SUBMITTING AN APPLICATION.**

10. INSURANCE. Successful applicants should expect that as Lessees they shall be required to keep and maintain broad form comprehensive insurance, automobile liability insurance and other appropriate insurance. With the exception of worker’s compensation and employer’s liability insurance, all such insurance shall name the University as an additional insured party and loss payee to the extent of its interest therein. The amount of insurance required shall be determined solely by the University, based on the scope and magnitude of the project. The minimum amount of general liability and automobile insurance typically required by the University is **TWO MILLION DOLLARS (\$2,000,000.00)** each.

11. LIABILITY AND INDEMNITY. Successful applicants should expect that as Lessees they shall be required to assume all responsibility, risk and liability for all activities of Lessee, its employees, agents, representatives, contractors, subcontractors, invitees or licensees, directly or indirectly conducted in connection with its use, performance, activities or operations on or surrounding the Property, including environmental or hazardous materials risks and liabilities whether occurring during or after the term of this Lease. Lessees shall be required to indemnify, defend and hold the University, its Board of Regents, officers, employees, agents and representatives harmless from and against any and all loss, expense, including attorney’s fees and litigation costs, damage, claim, demand, judgment, fee, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever on account of damage to or loss of property, or personal injury, emotional distress or death arising directly or indirectly in connection with the use, performance, activities or operations of Lessee, its employees, agents, representatives, contractors, subcontractors and invitees. This indemnification will not apply where the injury is caused by the University’s sole negligence or intentional misconduct. This indemnification applies before and after Lessee’s activities and operations on the Property and shall survive any termination or expiration of this Lease. In the event any part of this indemnification clause is determined to be contrary to law or public policy, Lessee agrees to provide the University with the maximum indemnification allowed by law.

12. WETLANDS DISCLOSURE. Some of the parcels offered for lease by the University may contain wetlands and/or waters, in whole or in part, which are regulated under Section 404 of the Clean Water Act. U.S. Army Corps of Engineers permitting may be required for any development on these parcels. Interested parties are urged to contact the U.S. Army Corps of Engineers, Alaska District, prior to submitting an application, in order to determine the specific development restrictions, if any, that pertain to the parcels.

13. CONDITIONS. The University reserves the right withdraw parcels from being offered for lease at any time prior to execution of a lease agreement, without notice. The

University shall not be liable for any expenses incurred by any applicant as a result of, but not limited to, withdrawal of a parcel from availability for leasing. The University reserves the right to decline any and all applications, to negotiate separately with any applicant, to accept an application without further discussions, to waive any informality in the applications received, to accept that application which represents the best interests of the University, and to waive any technical defects in this brochure. It is the intent of the University to secure agreements for the lease of certain University properties that, in the University's sole opinion, are most favorable to the University. For particular transactions, Regents Policies or University Regulations may require that the lease be conditioned on approval by the University of Alaska Board of Regents.

**UNIVERSITY OF ALASKA
LEASE APPLICATION - BUSINESS QUESTIONNAIRE**

This form is to be completed by all individuals or entities submitting an application ("applicant") to the University of Alaska, Land Management office. It is to be completed to the full knowledge of the authorized representative of the applicant. Please explain any omissions and use additional pages where appropriate.

1. Name, address, telephone and fax number of applicant:

Name _____ Title _____

Entity Name, if any _____

Address _____ City _____ State _____ Zip _____

Telephone Number (____) _____ Fax # (____) _____

2. Name, address and telephone number of the individual completing questionnaire:

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone Number (____) _____ Fax # (____) _____

3. Applicant's organization:

Individual Business Corporation Tax Exempt Corporation General Partnership Limited Partnership

Other, please explain: _____

Note: Applicants intending to develop University parcels for commercial use must have a valid Alaska Business License. Such applications should include a current copy of applicant's Alaska Business License.

Place of Incorporation of applicant: _____ Date of Incorporation: _____

Alaska Business License #: _____ Taxpayer ID #: _____

4. (If applicable) How long has applicant been in business? _____ (years).
Was applicant ever organized under another name? Yes No.

If yes, please explain: _____

5. List applicant's present occupation or business activities:

6. (If applicable) List partners, principals, directors, officers, and project managers of applicant:

Name	Position	Address	Phone
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7. (If applicable) List applicant's major stockholders and affiliated entities. An entity shall be considered affiliated with applicant if it controls, is controlled by or is under common control or management with applicant:

Name	Position	Address	Phone
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8. (For commercial development) Applicant's Financial Information:

(a.) The financial condition of applicant, as of _____, is as reflected in the attached financial statements (balance sheet, income statement, and statement of retained earnings). NOTE: Attached to this statement is a financial statement showing the assets and liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards. If the date of the financial statement precedes the date of this submission by more than six (6) months, also attach an interim balance sheet not more than **SIXTY (60) DAYS** old.

(b.) Name and address of individual who prepared applicant's financial statement:

Prepared by: _____

9. List three professional references with whom applicant has done business in the last three years (references may be contacted by the University of Alaska):

Name	Address	Phone	Relationship
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10. Identify applicant's sources of capital for this project:

11. List and describe applicant's previous projects which are similar in nature and scope to the proposed use of the parcel:

12. Has applicant, any affiliated entity (see Question 7, above) or previously affiliated entity ever filed a petition for bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? Yes No

If yes, please explain: _____

13. Has applicant or any affiliated entity (see Question 7, above) ever been in default on any obligation to, or subject to any unsatisfied judgment or lien? Yes No

If yes, please explain: _____

14. The following individual(s) have signatory authority to sign any and all documents related to this application, subsequent lease agreement and related documents (attach copy of applicant’s corporate resolution or appropriate documents):

Name	Title

I HEREBY CERTIFY that I have read and understand the terms and conditions of the University of Alaska, Lease Application and all amendments thereto and accept the terms and conditions therein. I hereby certify that I am eighteen (18) years of age or older. The information submitted herein is true to my own knowledge; and, I have the signatory authority to sign any documents associated with this application.

Applicant: _____ Date: _____

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF ALASKA)

) :SS

_____ JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____ before me, the undersigned Notary Public, in and for the State of _____ duly commissioned and sworn as such, personally appeared _____ as the _____ of _____, (corporation, general partnership, etc.) organized and existing under the laws of the State of _____, and who acknowledged to me that he/she executed the within and foregoing document (on behalf of said corporation, general partnership, etc.), as his/her voluntary act and deed (or as the voluntary act and deed of said corporation, general partnership, etc.) for the uses and purposes stated therein.

WITNESS my hand and official seal the day and year herein and above written.

Notary Public in and for the State of _____

My Commission Expires: _____

**UNIVERSITY OF ALASKA
LEASE APPLICATION - FINANCIAL OFFER SCHEDULE**

This form is to be completed by all individuals or entities submitting an application ("applicant") to the University of Alaska, Land Management office. It is to be completed to the full knowledge of the authorized representative of the applicant. Please explain any omissions and use additional pages where appropriate. **An Ethics Disclosure Form, if applicable, must be completed and MUST ACCOMPANY ALL OFFERS FROM UNIVERSITY EMPLOYEES OR FAMILY MEMBERS.**

1. Name, address, telephone and fax number of applicant:

Applicant _____

Address _____ City _____ State _____ Zip _____

Telephone Number (____) _____ Fax # (____) _____

2. Parcel Name: _____ **3. Parcel #:** _____

4. Application Terms:

(a.) Proposed Number of Years: _____.

Please specify the proposed term (number of years) of the lease. (The University may propose a different term.)

(b.) Proposed Security/Performance Deposit: \$ _____.

Applicant must specify the sum of the security/performance deposit proposed. The deposit will be returned after compliance with the terms of the lease agreement. (The University may propose a different deposit amount or terms.)

(c.) Proposed Compensation:

Applicant should specify the sum the applicant would offer to pay as periodic rent, and any proposed rent increases throughout the life of the lease. (The University may propose different figures)

TERM YEAR(S)	PROPOSED COMPENSATION TO UNIVERSITY
_____ to _____	_____
_____ to _____	_____
_____ to _____	_____

OTHER PROPOSED TERMS (IF ANY)

Note: the University is not requiring a fee for this application, but may at some point require a deposit to proceed further with processing of the application; you will be notified of the amount, timeframe and terms for any such deposit.

Applicant: _____ Date: _____

By: _____

Its: _____