



# SUBLEASE GUIDELINES

PER CHAPTER 42, TITLE 17 OF THE ALASKA ADMINISTRATIVE CODE (17 AAC 42)

## **17 AAC 42.270:**

(a) Unless the lease, permit, or concession expressly provides otherwise, a lessee, permittee, or concessionaire may not sublease all or a portion of a lease, permit, or concession premises without the prior written consent of the airport manager under 17 AAC 42.275. A sublease for security purposes made contrary to the requirements of this section and 17 AAC 42.275 is void.

### **Definitions from 17 AAC 42.990:**

**Airport:** Ted Stevens Anchorage International Airport

**Lessor:** The Department of Transportation and Public Facilities acting in the department's capacity as grantor of a lease on airport property.

**Lessee:** A person legally competent to enter into contracts and who enters into a lease with the lessor.

**Sublessor:** A person who leases, rents, or otherwise grants occupancy rights to a sublessee under a sublease.

**Sublessee:** A person who leases, rents, or otherwise receives occupancy rights from a sublessor under a sublease.

**Sublease:** A transaction or agreement under which a lessee, permittee, or concessionaire leases, rents, or otherwise grants occupancy rights to all or a portion of a premises or improvements on a premises to another person; includes a sub-sublease but does not include the assignment of a lease, permit, or concession.

A request for consent to a Sublease must be submitted in writing. A Sublessee may not occupy the premises before the Airport consents to the Sublease in writing.

## **HOW TO APPLY FOR A SUBLEASE**

Provide the following items to the Airport's Leasing Department:

### **a) *Sublease documents:***

These documents must:

- i) Be submitted in triplicate and be originals;
- ii) Be signed and properly notarized;
- iii) Include the name, address, telephone number, and contact email (if available) for the proposed Sublessee. The name of the Sublessor must match the name of the Lessee on the Lease;
- iv) Include a description of the premises to be subleased, including the Lease ADA number;

- v) Include a description of the proposed Sublessee's intended use of the premises;
- vi) Include the expiration date of the Sublease (the Sublease expiration date may not exceed the expiration date of the Lease itself);
- vii) Include a provision stating that if there is a conflict between the Lease and the Sublease or its underlying documents, the Lease governs;
- viii) Include a provision stating that the Sublease is subject to all of the terms and conditions of the lease, permit, or concession governing the property being subleased;
- ix) If required by the Lease, include a statement identifying the party(s) responsible for providing the Airport with proof of insurance coverage;
- x) If the proposed Sublessee is engaged in a business or other activity requiring an Alaska Business License, include a copy of the Business License; and
- xi) If one of the parties is a corporation, include the corporate seal applied to the documents, or a corporate resolution showing that the person signing the documents is authorized to do so on behalf of the corporation.

#### **THINGS TO NOTE:**

- The consent of the Airport Manager under 17 AAC 42.275 is required for each Sublease of all or any portion of a lease, permit, or concession, including a further Sublease of a Sublease ("Sub-sublease") for which the Manager's consent is already given.
- A lessee, permittee, or concessionaire may request that the Leasing Department informally review a proposed Sublease before the Sublease documents are executed. However, a Sublease is effective only if the Airport consents to the Sublease in writing after receiving a request for the Sublease.
- Consent to a Sublease by the Airport Manager under 17 AAC 42.275 does not relieve or otherwise alter the obligations of the lessee, permittee, or concessionaire under the lease, permit, or concession.
- An applicant may protest a denial of a Sublease in accordance with 17 AAC 42.910.