

RENTON MUNICIPAL AIRPORT

AIRCRAFT HANGAR PERMIT

This Permit is made and entered into between the CITY OF RENTON, as Owner, and _____, as Permittee, as follows:

PREMISES: Subject to the terms hereof, Owner shall permit the use by Permittee of Hangar No. _____ (hereinafter called the "Hangar") located at the Renton Municipal Airport.

The exterior area and ground in the immediate vicinity of the building is for the purpose of access to the leased portions of the building. No material whatsoever may be stored upon the exterior area.

TERM: The term of this lease shall be for a period of one month, commencing on _____, and terminating on _____, continuing on a month-to-month basis thereafter. Except as provided elsewhere herein, the term of this Permit and the rentals due hereunder shall continue on a month-to-month basis until such time as one party gives the other written notice of termination, as herein provided, except that the Owner may terminate this Permit upon not less than three days' notice in the case of nonpayment of rent.

USE: Hangar No. _____ may be used for aircraft air frame major rebuild and repair subject to the restrictions listed below.

USE RESTRICTIONS: Open flames, welding, and the use or storage of Class I or Class II liquids are not allowed in the hangar. If open flames, welding, or the use and/or storage of liquids other than those authorized by the Group B Occupancy, Division 3 code is detected, this permit will be immediately terminated.

INDEMNITY and HOLD HARMLESS: Permittee shall defend, indemnify and hold harmless Owner against any and all claims arising from (a) the conduct and management of, or from any work or thing whatsoever done in or about, the Premises or the improvements or equipment thereon during the Term, or (b) arising from any act or negligence of the Permittee or any of its agents, contractors, patrons, customers, employees, or invitees on the Airport, or (c) arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporation or other entity occurring during the Term in, on or about the Premises, and from and against all costs, attorney's fees, expenses, and liabilities

incurred in or from any such claims or any action or proceeding brought against the Owner by reason of any such claim, in each case except to the extent caused by the negligence of Owner, its agents, contractors, employees, or its authorized representatives. Notwithstanding the foregoing, Permittee's indemnity shall not apply to claims arising from aviation activities of its patrons, customers, subtenants, or invitees. On notice from Owner, Permittee, at Permittee's expense, shall defend any such action or proceeding forthwith with counsel reasonably satisfactory to, and approved by, Owner. Owner shall indemnify, defend, and hold Permittee harmless from and against any and all claims, losses, damages, costs, attorney's fees, expenses, and liabilities arising from the negligence or willful misconduct of Owner or any of its agents, contractors, employees, or authorized representatives. On notice from Permittee, Owner, at Owner's expense, shall defend any such action or proceeding forthwith.

INSURANCE:

(a) Personal Property: It is agreed that Lessor shall not be held liable in any manner for, or on account of, any loss or damage to personal property of the Lessee, Lessee's invitees or other persons, which may be sustained by fire or water or other insured peril, or for the loss of any articles by burglary, theft or any other cause from or upon the Premises. It is acknowledged that Lessor does not cover any of the personal property of Lessee, Lessee's invitees or other persons upon the Premises through its insurance. Lessee, its invitees and other persons upon the Premises are solely responsible to obtain suitable personal property insurance.

(b) Liability Insurance. The Lessee agrees to maintain in force during the term of this Lease a policy of comprehensive public liability and property damage insurance written by a company authorized to do business in the State of Washington against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The limits of liability shall be in an amount of not less than \$1,000,000.00 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$1,000,000.00 for injury to or death of more than one person in any one accident or occurrence, and of not less than \$1,000,000.00 for property damage. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. The insurance policy shall have a Landlord's Protective Liability endorsement attached thereto, and the City of Renton will be named as Additional Insured(s) on Lessee's policy, with that coverage being primary and non-contributory with any other policy(ies) available to the City.

(c) Insurance Policies: Insurance required hereunder shall be written in companies acceptable to Lessor and rated A-10 or better in "Best's Insurance Guides". Lessor reserves the right to establish and, from time-to-time, to increase minimum insurance coverage amounts. Notice of increased insurance requirements shall be sent to the Lessee at least forty (45) days prior to the annual renewal date of the Lessee's

insurance. Coverages shall be submitted on forms prescribed by Lessor. Prior to possession, the Lessee shall deliver to Lessor copies of policies of such insurance acquired by Lessee, or certificates evidencing the existence and amounts of such insurance, with loss payable clauses satisfactory to Lessor. Lessor shall be named as an additional insured with that coverage being primary and non-contributory to any other insurance coverage available to the City. The Applicant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

RENT: Permittee agrees to pay a monthly rent of \$372.21, plus state leasehold tax of 12.84% in the amount of \$47.79, for a total monthly rent of \$420.00, payable in advance of each month. The monthly rent shall be due the first day of each and every month during the term hereof, payable by not later than the tenth day of each month. Payment shall be made to the City of Renton, 1055 South Grady Way, Renton, Washington 98055.

RENTAL ADJUSTMENT: The City of Renton may adjust rents and agrees to give permittee thirty (30) days' notice of an adjustment.

LATE PAYMENT CHARGE: It is hereby further agreed that if rent is not received by the 10th of each month then there will be added a late payment charge of 5% per month for each month of delinquency until paid. If any check received by Lessor is returned unpaid for any reason, Lessor reserves the right to make an additional charge of Twenty-Five Dollars (\$25.00).

TERMINATION: This permit may be terminated by either party upon thirty (30) days' written notice to the other. If permittee fails to give the City thirty (30) days' written notice to terminate, the permittee shall be liable for rent up to and including the month following the date of the termination notice.

If Permittee is in default of any obligations hereunder, Owner may, in addition to all other rights, give written notice terminating this Permit at any time, such termination to be effective at the time set forth in such notice.

MOVE-OUT INSPECTION: Permittee agrees to, upon termination of this agreement, remove all personal items from the hangar and leave the hangar in the condition it was at the start of this agreement. Failure to comply with this provision shall constitute a significant breach of this agreement.

KEY AND LOCK DEPOSIT: Permittee agrees to pay a \$50.00 deposit upon receiving a set of two keys and a padlock from the Owner. Upon termination of this agreement, Permittee agrees to return the set of two keys and padlock to the Airport Manager's office, and, upon the return of the set of two keys and padlock, the \$50.00 deposit will be refunded to Permittee. If Permittee fails to return the set of two keys

and the padlock within 5 business days, then the Permittee waives his/her right to receive the \$50.00 deposit.

NOTICES:

All notices hereunder to the Owner shall be in writing and shall be delivered to:

Airport Manager
616 West Perimeter Road, Unit A
Renton, WA 98057-5327

All notices to the Permittee shall be in writing and shall be mailed to the Permittee at the address indicated below. If any such notice to the Permittee shall be returned by the US Postal Service, notice shall be given by posting the same on the hangar door.

PERMITTEE SHALL:

Comply with all federal, state and local laws as well as the Airport's Regulations and Minimum Standards.

Not assign any interest of Permittee hereunder or sublet, license or permit any other party or parties to occupy any portion of the Hangar.

Be an owner of the aircraft in the Hangar and provide proof of ownership upon written request by Airport Management.

Not conduct any charter, rental, instructional service or any other commercial activity, except the air frame repair and rebuild work authorized by this permit, in or from the Hangar.

Keep the Hangar clean and free of debris and not place any debris on the Renton Airport.

Not attach any hoisting or holding mechanism to any part of the Hangar or pass any such mechanism over the struts or braces therein. For the purposes of the Permit, a hoisting mechanism shall be deemed to include, but shall not be limited to, a chain ball, block and tackle, or other hoisting device.

Shall comply promptly and completely with all government laws, rules, regulations and requirements for the proper and lawful use, sale, transportation, treatments, and/or disposal of hazardous substances; and upon request furnish proof to the City of such compliance.

Shall protect, defend, and indemnify the City of Renton from any and all costs, fees, penalties and charges assessed against the City, including attorney's fees and defense costs arising out of or as a result of the Permittee's handling, storage, containment, disposal, transportation and sale of hazardous substances as defined now or hereafter defined by the MTCA or CERCLA.

Not park or leave aircraft on the taxiway or on the pavement adjacent to the Hangar door in a manner which unduly interferes with or obstructs access to adjacent hangars.

Accept the hangar in "as-is" condition and be responsible for their own maintenance.

Permittee will give prompt, written notice to the City in case of any defect, damage or need of repair.

Use the Hangar only to house aircraft and related tools, supplies and equipment associated with maintenance and repair of said aircraft.

OWNER SHALL:

Provide reasonable access to the hangars and public taxiways, ramps and runway.

Periodically inspect the Hangar and keep the hangar in good repair.

Reserve the right to substitute comparable hangar facilities.

Keep the hangar building in good condition and repair.

Keep the public taxiways adjacent to the hangar building clear of debris.

Regulate, develop, improve, reconstruct or modify the hangar building at the City's sole discretion.

Provide no other services of any kind or description unless specifically mentioned herein or added by amendment.

Conspicuously post the Airport Regulations and Minimum Standards and all regulations authorizing the impoundment of an aircraft that is the subject of delinquent Airport charges, at the Airport Manager's office.

ASSIGNMENT: This permit is not assignable or transferable.

I have read and understand the foregoing and agree to be bound thereby. I will notify the Owner or its representative of any changes in my address, aircraft ownership, or change of use, and such notice to be given within ten (10) days after any such event.

DATED this _____ day of _____, 20__.

PERMITTEE:	CITY OF RENTON
_____	_____
Aircraft Owner's Signature	Ryan Zulauf, Airport Manager

Billing Address	

Cell Phone	

Home/Business Phone	

Aircraft Make and Model	

Registration Number	

Email Address	