

RLAG: _____
Last Name of Tenant: _____
Hangar Number: _____

RENTON MUNICIPAL AIRPORT / CLAYTON SCOTT FIELD
AIRCRAFT HANGAR LEASE

This LEASE is made and entered into between the CITY OF RENTON, as LANDLORD, and _____, as TENANT, as follows:

PREMISES

Subject to the terms hereof, LANDLORD shall LEASE to the TENANT Hangar Number _____ (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.

HANGAR ACCESS

TENANT may only operate personal vehicles on non-movement apron areas around hangar buildings. No tenant may cross the movement/non-movement line to access their hangar without radio authorization from the Control Tower (exceptions apply to certain Cedar River hangar tenants).

At the City Hangar building (600 West Perimeter Road), TENANT may park their vehicles in the stalls just south of the building near the vehicle gate, or inside their hangar. No vehicles may be parked outside of the City Hangar building on the apron.

At the Cedar River hangar buildings (749A + 749B East Perimeter Road), TENANT may either park their vehicles along the concrete flood wall, or within their hangar. There is no parking permitted on the north or south ends of either hangar building. There is no parking permitted on the west side of the Hangar 749A.

Special Provisions for TENANTS in Cedar River Hangars 1, 3, 5, 7, 9, 11, 13, 15, 17, and 19

TENANTS in Cedar River Hangars 1, 3, 5, 7, 9, 11, 13, 15, 17, and 19 may access their hangar by crossing the movement/non-movement line without obtaining radio authorization from the Control Tower when weather conditions allow.

TENANT shall proceed to the movement/non-movement line at the north end of the 749A hangar building. TENANT shall visually maintain separation from any aircraft operating on the taxiway while proceeding to their hangars.

TENANT understands and agrees that when inclement weather prevents visual contact with the Tower, he/she must contact the Control Tower via radio to obtain authorization before operating a personal vehicle on the movement area.

TENANT understands and agrees that he/she shall not cross the taxiway edge line (double yellow skip line) without explicit radio authorization from the Control Tower.

TENANTS in these hangars must radio the Control Tower for authorization before removing their aircraft from the hangar.

TENANT assumes all risk of operating a personal vehicle in a movement area without Control Tower authorization. TENANT also assumes all risk for their passengers and companions while operating a personal vehicle on a movement area without Control Tower authorization.

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 LEASE 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 LANDLORD may terminate this LEASE upon not less than three days' notice in the case of nonpayment of rent.

USE

Hangar 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 LEASE will be immediately terminated.

INDEMNITY AND HOLD HARMLESS

TENANT shall defend, indemnify and hold harmless LANDLORD 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 TENANT 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 LANDLORD by reason of any such claim, in each case except to the extent caused by the negligence of LANDLORD, its agents, contractors, employees, or its authorized representatives. On notice from LANDLORD,

TENANT, at TENANT'S expense, shall defend any such action or proceeding forthwith with counsel reasonably satisfactory to, and approved by, LANDLORD. LANDLORD shall indemnify, defend, and hold TENANT 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 LANDLORD or any of its agents, contractors, employees, or authorized representatives. On notice from TENANT, LANDLORD, at LANDLORD's expense, shall defend any such action or proceeding forthwith.

INSURANCE

Personal Property It is agreed that LANDLORD shall not be held liable in any manner for, or on account of, any loss or damage to personal property of the TENANT, TENANT'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 the LANDLORD does not cover any of the personal property of TENANT, TENANT'S invitees or other persons upon the premises through its insurance. TENANT, its invitees and other persons upon the premises are solely responsible to obtain suitable personal property insurance.

Liability Insurance The TENANT agrees to maintain in force during the term of this LEASE a liability insurance policy 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, by the TENANT and its patrons customers, sub-tenants, or invitees. The limits of liability shall be in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The limits of said insurance shall not, however, limit the liability of TENANT 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 TENANT'S policy, with that coverage being primary and non-contributory with any other policy (or policies) available to the City.

Insurance Policies Insurance required hereunder shall be written in companies acceptable to LANDLORD. LANDLORD 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 TENANT at least forty (45) days prior to the annual renewal date of the TENANT'S insurance. Coverages shall be submitted on forms prescribed by LANDLORD. Prior to possession, the TENANT shall deliver to LANDLORD copies of policies of such insurance acquired by TENANT, or certificates evidencing the existence and amounts of such insurance, with loss payable clauses satisfactory to LANDLORD. LANDLORD 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 TENANT shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

RENT

TENANT agrees to pay a monthly rent of \$393.62, plus state leasehold tax of 12.84% in the amount of \$50.54, for a total monthly rent of \$444.16, 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 third day of each month. Payment shall be made to the Renton Airport, 616 West Perimeter Road-Unit A, Renton, Washington 98057.

RENTAL ADJUSTMENT

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

NON-REFUNDABLE MOVE-OUT FEE

Prior to occupying the hangar the TENANT must pay a one-time, non-refundable move out fee in the amount of \$250.

HANGAR LOCK AND KEYS

The TENANT shall be issued one new lock and two new keys.

LATE PAYMENT CHARGE

It is hereby further agreed that if rent is not received by the third day of each month then there will be added a late payment charge of 5% of the monthly rental rate per month for each month of delinquency until paid. If any check received by LANDLORD is returned unpaid for any reason, LANDLORD reserves the right to make an additional charge of Twenty-Five Dollars (\$25.00) per returned check. No checks will be deposited more than once. If a check is returned, the TENANT must submit a new check, or other form of payment, to the LANDLORD.

TERMINATION

This LEASE may be terminated by either party upon twenty (20) days' written notice to the other. If TENANT fails to give the City twenty (20) days' written notice to terminate, the TENANT shall be liable for rent up to and including the month following the date of the termination notice.

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

MOVE-OUT INSPECTION

TENANT agrees to, upon termination of this agreement, remove all personal items from the hangar and leave the hangar in a broom-clean condition.

NOTICES

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

Airport Administration Office
616 West Perimeter Road, Unit A
Renton, Washington 98057

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

TENANT RESPONSIBILITIES

The TENANT shall:

1. Comply with all federal, state and local laws as well as the Airport's Regulations and Minimum Standards;
2. Not assign any interest of TENANT hereunder or sublet, license, or LEASE any other party or parties to occupy any portion of the Hangar;
3. Be an owner of the aircraft in the Hangar and provide proof of ownership upon written request by Airport Management;
4. Not conduct any charter, rental, instructional service, or any other commercial activity, except the air frame repair and rebuild work authorized by this LEASE, in or from the Hangar;
5. Keep the Hangar clean and free of debris and not place any debris on Airport grounds;
6. 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 LEASE, a hoisting mechanism shall be deemed to include, but shall not be limited to, a chain ball, block and tackle, or other hoisting device;
7. 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;
8. 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 TENANT's handling, storage, containment, disposal, transportation and sale of hazardous substances as defined now or hereafter defined by the MTCA or CERCLA;
9. 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;
10. Accept the hangar in "as-is" condition and be responsible for their own maintenance;

11. TENANT will give prompt, written notice to the City in case of any defect, damage or need of repair; and
12. Use the Hangar only to house aircraft and related tools, supplies, and equipment associated with maintenance and repair of said aircraft.

LANDLORD RESPONSIBILITIES

The LANDLORD shall:

1. Provide reasonable access to the hangars and public taxiways, ramps and runway;
2. Periodically inspect the Hangar and keep the hangar in good repair;
3. Reserve the right to substitute comparable hangar facilities;
4. Provide a fire extinguisher and yearly fire extinguisher service and maintenance;
5. Keep the hangar building in good condition and repair;
6. Keep the public taxiways adjacent to the hangar building clear of debris;
7. Regulate, develop, improve, reconstruct, or modify the hangar building at the City's sole discretion;
8. Provide no other services of any kind or description unless specifically mentioned herein or added by amendment; and
9. 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 Administration Office.

ASSIGNMENT

This LEASE is not assignable or transferable.

///

I have read and understand the foregoing and agree to be bound thereby. I will notify the LANDLORD 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_____.

TENANT

SIGNATURE: _____

WRITTEN NAME: _____

BILLING ADDRESS: _____

CITY, STATE, ZIP: _____

HOME ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____

AIRCRAFT MAKE / MODEL: _____

REGISTRATION NUMBER: _____

CITY OF RENTON (LANDLORD)

SIGNATURE: _____

WRITTEN NAME: _____

TITLE: _____