



AIRCRAFT STORAGE TIE-DOWN AGREEMENT
MONTHLY RENT AND LEASEHOLD TAX: \$120.00

Landlord: City of Renton/Renton Municipal Airport Tiedown No:
616 W Perimeter Rd – Unit A
Renton, WA 98057 Effective Date:

Tenant: Owner(s):
Street: Street:
City/State/Zip: City/State/Zip:
Phone: Phone:
Alt. Phone: Alt. Phone:
Email: Email:

Access Badge # Access Badge #

Aircraft Identification

Make:
Model/Yr:
Acft Registration No: N
Color:

Aircraft Airworthiness Information

Acft registered w/State: Yes No
Aircraft Insurance Expiration
Date of Annual Maintenance:
Copy of RCW 47.68.250 received: (Initials)

Please sign on Page 6

Current Airworthiness Certificate Attached
Yes No

- 1. TERM: This Agreement creates a tenancy from month to month.
2. RENT: One month's rent which includes leasehold excise tax is \$120 and is payable by Tenant upon execution of this Agreement by the Tenant.
a. RENT DUE DATE: All rent is due in advance on the first of each month. Should the effective date of this Agreement be other than the first day of a month, rent shall be prorated for the first month.
b. LATE PAYMENT FEE: The City of Renton will assess and Tenant will pay a collection 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 \$25.00.
c. RENTAL ADJUSTMENT: The City of Renton may adjust rents and agrees to give tenant thirty (30) days notice of an adjustment.

3. TERMINATION:

- a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, the City of Renton is under no obligation to provide substitute tie-down space to Tenant. If aircraft storage space is not available elsewhere on the Airport, the Tenant must remove the aircraft from the tiedown area and the Airport.
- b. If Tenant fails to give thirty (30) days written notice to terminate, Tenant shall be liable for rent up to and including thirty (30) days beyond the date of cancellation of this Agreement.

4. FAILURE TO PAY:

- a. COLLECTION COSTS: Tenants shall bear all costs and expenses incurred by the City of Renton in enforcing the terms of this Agreement or in the collection of amounts due hereunder, including reasonable attorney's fees.
- c. AIRCRAFT MAY BE TAKEN UNDER POSSESSION AND CONTROL OF CITY OF RENTON: If the Tenant fails to pay the airport charges owed and the account is at least sixty (60) days delinquent, Airport personnel may take reasonable measures, including but not limited to the use of chains, ropes, and locks, to secure the aircraft within the airport facility so that the aircraft is in the possession and control of the City of Renton and cannot be removed from the Airport. In the event of non-payment of all charges due and owing to the City of Renton pursuant to this lease, the City will follow the procedures set out in RCW 14.08.122 as it is written at the time of the default.
- d. AIRCRAFT MAY BE SOLD AT PUBLIC AUCTION TO SATISFY THE AIRPORT CHARGES: If an aircraft has been secured by the City and is not released to the owner within ninety (90) days after notifying the owner at his or her last known address by registered mail, return receipt requested, and a copy of the notice by first class mail, the aircraft shall be conclusively presumed to have been abandoned by the owner. The procedures to be utilized by the City to authorize the public sale of the aircraft will be those found in Exhibit B which is attached and incorporated herein by reference.

5. RULES AND REGULATIONS: Tenant shall comply with all current and future rules and regulations governing the Renton Municipal Airport (copy of current rules is posted at the Airport Manager's Office). Failure to comply with rules and regulations may result in termination of this Agreement.

6 TENANTS RIGHTS & OBLIGATIONS: Tenant shall:

- a. TIE-DOWN USE: Use the Tie-down area only to store the aircraft listed above which is owned or leased by Tenant. Aircraft must be airworthy, and if temporarily undergoing repairs, tenant must provide the Airport Manager with a schedule showing when repairs will be performed. Whenever an aircraft is temporarily undergoing repairs, a red tag must be affixed to the aircraft stating the date repairs started, the date repairs will be completed, the date the repair schedule was furnished to the Airport Manager, and the name and phone number of the Tenant. If Tenant fails to adhere to an agreed upon repair schedule, or place and maintain the required red tag on the aircraft, the City of Renton may terminate this Agreement upon five (5) days written notice.
- b. AIRCRAFT REPAIR & MAINTENANCE: Use the tiedown space only for the making of minor repairs of Tenant's aircraft or equipment authorized by the Federal Aviation Administration to be performed by the owner, such as oil changes or spark plug replacement. No maintenance shall be performed by persons other than the Tenant named above. Tenant

shall not make any repairs above those authorized to be made by an aircraft owner, even if Tenant is otherwise qualified and certified. If Tenant violates this obligation, the City of Renton may terminate this Agreement upon five (5) days written notice.

- c. **NO SUBLEASE OR ASSIGNMENT:**
Allow no other party or parties to occupy any portion of the tiedown space either by assignment, sublease, license or permit.
- d. **CHARTER/RENTAL/REPAIR/INSTRUCTION SERVICE PROHIBITED:**
Conduct no charter, rental, repair or instructional service, or offer any other commercial activity to the general public in or from the tiedown space.
- e. **NOTIFY CITY OF RENTON OF DEFECTS:**
Report to the Airport Manager any defects in the tiedown area which, in the Tenant's opinion, require maintenance.
- f. **KEEP PREMISES CLEAN:**
Keep the tiedown space clean and free of debris and not place or allow to be placed any debris on Airport Property. No maintenance boxes, ladders, or other items will be placed on the premises.
- g. **NO TIE-DOWN MODIFICATIONS:**
Make no modifications, alterations, post signs or otherwise change any part of the tiedown area. Tenant shall not introduce or use any other tie-down device than those furnished by the City of Renton.
- h. **COMPLY WITH APPLICABLE LAWS:**
Comply with applicable federal, state, county and municipal ordinances and regulations now in force or hereafter promulgated. Tenant shall not bring or cause to be brought onto the Airport any illegal item or substance.
- i. **PAY TAXES:**
Pay any taxes on personal property situated in, on or about the tiedown area prior to delinquency.
- j. **KEEP TAXIWAYS AND TAXILANES FREE:**
Keep the taxiways or taxilanes free of parked or unattended aircraft. Keep the access to any tie-down space free of parked or unattended aircraft.
- k. **INSTALL TIEDOWN ROPES/CHAINS:**
Install and maintain all tiedown ropes or chains. Tiedown ropes or chains shall be left tensioned, but shall be used in such a manner that a slight amount of slack exists in the ropes or chains.
- l. **MAINTAIN GATE CODE CONFIDENTIALITY/OBTAIN ACCESS CARD:**
Maintain gate code confidentiality and not allow access to the airport by non-authorized parties. Obtain a gate access card by completing a Ground Vehicle Operating Rules packet from the Airport Manager's office.
- m. **INGRESS/EGRESS:**
Have the full and free right of ingress to and egress from the tiedown area for tenant, passengers, guests and other invitees. Tenant guest and invitees shall conduct themselves in an orderly and proper manner so as to not disturb others at the Airport. Children shall be

under constant parental control and shall be restricted to the Tenant's tiedown area. Dogs and other pets shall be on a leash or caged whenever on the Airport.

n. **AUTOMOBILE PARKING:**

West side tenants - Park vehicles only in the parking spaces provided at the west end of the tiedown area

East side tenants – Park vehicles in the tiedown space assigned to Tenant.

7. **LANDLORD'S RIGHTS AND OBLIGATIONS:** City of Renton shall:

a. **GOOD REPAIR:**

Keep the tiedown area in good condition and repair.

b. **PROVIDE ACCESS:**

Provide access to the tiedown area and to the public taxiways, ramps and runway at the Renton Municipal Airport.

c. **KEEP PREMISES CLEAN:**

Keep the public taxiways adjacent to the tiedown area clear of debris.

d. **INSTALL/REMOVE TIE-DOWN PADS:**

Install or remove tiedown pads as required.

e. **RESERVE RIGHT TO SUBSTITUTE:**

Reserve the right to substitute comparable tiedown facilities.

f. **REGULATE/DEVELOP/IMPROVE:**

Regulate, develop, improve, reconstruct or modify the tiedown area in the City's sole discretion.

g. **PROVIDE NO ADDITIONAL SERVICES:**

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

h. **POSTING OF AIRPORT RULES AND REGULATIONS:** Conspicuously post the Airport Rules and Regulations and all regulations authorizing the impoundment of an aircraft that is the subject of delinquent airport charges, at the Airport Manager's office.

8. **INDEMNIFICATION AND HOLD HARMLESS:** Tenant agrees to protect and save the City of Renton, its elected and appointed officials and employees harmless from and against all claims, demands, and causes of action of any kind or character, including third party claims, and including the cost of defense thereof from personal injuries, death or damage to property arising out of or related to the tiedown space rented by the Tenant in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives, except the sole and exclusive willful and negligent acts or omissions of City of Renton representatives.

The Tenant shall comply promptly and completely with all governmental laws, rules, regulations and requirements for the proper and lawful use, sale, transportation, treatment, and/or disposal of Hazardous Substances; and upon request furnish proof to the City of such compliance.

The Tenant 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.

- 9. **INSURANCE:** During the term of the Agreement, the Tenant shall maintain Commercial General Liability insurance with limits of not less than \$1 million combined single limit per occurrence. The City of Renton shall be named as Additional Insured(s) on Tenant's policy, with that coverage being primary and non-contributory with any other policy(ies) available to the City. The above policy shall cover or be endorsed to cover the City of Renton, it's officers, officials, employees, and agents as additional insureds. The Tenant shall provide a certificate of insurance on or prior to the effective date of the Agreement, or upon written request of the City of Renton. The policy of insurance shall provide that neither party to the insurance contract can terminate the insurance without first giving the City of Renton 45 days notice of such impending termination. Prior to the expiration date of the required insurance coverage, the Tenant shall provide a new certificate of insurance to the Airport Manager.
- 10. **LIABILITY TO TENANT AND PROPERTY:** The City of Renton shall not be liable to the Tenant or Tenant's officers, agents, employees or guests for any damage caused to them or their property by water, rain, snow, ice, sleet, fire, storms or accidents cause by third parties or by breakage, stoppage or leakage of utilities on or adjacent to the premises. In the event of damage or destruction to the Airport or tie-down facilities, the City of Renton is under no obligation to provide substitute tie-down space to Tenant.
- 11. **ASSIGNMENT:** This Agreement is not assignable or transferable.
- 12. **JURISDICTION:** This Agreement will be interpreted in accordance with the laws of the State of Washington.
- 13. **NOTICES:** All notices required herein shall be delivered to and shall be deemed received when hand delivered OR three days from the date posted in the US Mail.

Airport Manager	Tenant	_____
616 W. Perimeter Road-Unit A	Street	_____
Renton, WA 98057	City/State/Zip	_____

- 14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties regarding the rights and obligations described herein. The Agreement may be modified only in writing and signed by authorized representatives of each party.

TENANT:

BY: _____

DATE: _____

LANDLORD

City of Renton, a municipality of the State of Washington

BY: _____

Jonathan Wilson,
Airport Manager

DATE: _____

Approved as to form for use:
Office of the City Attorney