

TACOMA NARROWS AIRPORT

1202 26th Avenue NW | Gig Harbor, WA 98335 | (253)798-8550

AIRCRAFT HANGAR / TIE-DOWN AGREEMENT

TENANT INFORMATION

| | | | |
|-------------|-------------|----------------|--|
| Name: | | Business Name: | |
| Address: | | | |
| City: | State: | Zip Code: | |
| Home Phone: | Email: | | |
| Cell: | Work Phone: | | |

AIRCRAFT & INSURANCE

| | |
|---|------------------|
| Year / Make / Model: | |
| Tail Number: | Color: |
| WA State Aircraft Registration Number <i>(required for airports in WA State)</i> : | |
| Insurance Policy Number: | Expiration Date: |
| Insurance Agency & Phone: | |
| <i>Proof of insurance, naming Pierce County as an Additional Insured, must be included with your lease application (hangars only). See contract Sect. 10 on page 5 for details.</i> | |
| <i>Proof of your WA State Aircraft Registration or Exemption must be included with your lease application.</i> | |
| http://www.wsdot.wa.gov/aviation/Registration/Program.htm | |

RENTAL FACILITY TYPE

| Hangar or Tie-Down Type | Unit Number | Monthly Lease Rate | 12.84% excise tax | Total Monthly Cost (with excise tax) |
|---|-------------|--------------------|-------------------|--------------------------------------|
| <input type="checkbox"/> Regular Tie-Down | | \$54.73 | \$7.03 | \$61.76 |
| <input type="checkbox"/> Large Tie-Down | | \$74.45 | \$9.56 | \$84.01 |
| <input type="checkbox"/> Communal Hangar | | | | |
| <i>Building 1712 (40 ft door)</i> | | \$247.39 | \$31.76 | \$279.15 |
| <i>Building 1724 (50 ft door)</i> | | \$289.23 | \$37.14 | \$326.37 |
| <input type="checkbox"/> T Hangar (40 ft door) | | \$336.45 | \$43.20 | \$379.65 |
| <input type="checkbox"/> T Hangar with office (40 ft door) | | \$377.77 | \$48.51 | \$426.28 |
| <input type="checkbox"/> Quad Hangar (42 ft door) | | \$383.68 | \$49.26 | \$432.94 |
| <input type="checkbox"/> Stand Alone Hangar (60 x 60 feet with 52 ft door) | | \$631.00 | \$81.02 | \$712.02 |
| <input type="checkbox"/> Corporate Hangar (65 x 65 feet with 63 ft door) | | \$1593.76 | \$204.64 | \$1798.40 |
| <input type="checkbox"/> Corporate Hangar w/ office & bathroom (63 ft door) | | \$2065.97 | \$265.27 | \$2331.24 |

ONE-TIME CHARGES

| | |
|-----------------------|---------------------------|
| Security Deposit | Equal to One Month's Rent |
| Lease Application Fee | \$25.00 |

FOR PIERCE COUNTY OFFICE USE

| | |
|------------------|--|
| Unit Number: | Lease Start Date: |
| Customer Number: | Monthly Total: \$ |
| Contract Number: | Lease Application Fee: \$25.00 <i>(Non-refundable fee for new & returning customers only)</i> |
| | Security Deposit: \$ |

1. **TERM:** The term of this Agreement is a month to month rental.
2. **RENT & DEPOSIT:** For both hangar and tie-down rentals, Tenant shall, upon execution of this Agreement, pay to Pierce County one month's rent plus Washington Leasehold Excise Tax (currently 12.84%) by the first day of each month to comply with the terms of this agreement.

SECURITY DEPOSIT:

For hangar and tie-down rentals, Tenant shall pay a security deposit equal to one month's rent and Washington Leasehold Excise Tax. Deposits shall be refunded following termination of this agreement, less any rent due and damages to the leased premises caused by Tenant's occupation and use.

RENT DUE DATE:

All rent is paid in advance, is billed on the first day of each month, and is due 30 days after the date of the invoice. Should the effective date of this Agreement be other than the first day of a month, the first month's rent may be pro-rated based on a 30-day month.

Payments should be sent to:

Pierce County Finance Dept.
950 Fawcett Avenue, Ste. 100
Tacoma, WA 98402-5063

RENTAL ADJUSTMENT:

Pierce County may adjust rents in its sole discretion and agrees to give Tenant thirty (30) calendar days' prior written notice of an adjustment.

3. **FAILURE TO PAY:** Failure to pay rent or other sums due under this Agreement renders this Agreement voidable by Pierce County at its discretion and gives Pierce County the right to repossess the hangar or tie-down area immediately and without further notice, following the process outlined below:

LATE PAYMENTS:

Any rent or other sums due under this Agreement not received by Pierce County by the 12th day of the following month will be considered late. A monthly late charge of \$25.00 will be applied to all accounts past due for each month the invoice is not paid.

Should Tenant pay late charge, but fail to pay all unpaid rent or other sums due under this Agreement, Pierce County's acceptance of this late charge shall not constitute a waiver of Tenant's default.

Additionally, all delinquent rent and all late charges not paid when due may bear interest at a percentage rate equal to the lesser of:

- i. one and one-half percent (1.5%) per month, or
- ii. the maximum rate permitted under applicable laws.

Payment 60 Days Past Due: Tenant will receive a Past Due Account Notice and must pay all past due amounts within 30 days of notification or this Agreement will be terminated.

Payment 90 Days Past Due: Tenant will receive a Final Notice and must pay all past due amounts within 30 days of notification. If not paid within 30 days, Pierce County will terminate Tenant's lease agreement and the debt owed will become a lien against Tenant's aircraft. The County will commence legal proceedings against the Tenant, send the debt out for collection to a collection agency, and/or seize and sell the aircraft pursuant to RCW 14.08.122 to satisfy the debt.

Payment 120 Days Past Due: Pierce County will terminate the lease and commence proceedings against Tenant to satisfy the debt as outlined above.

COLLECTION COSTS:

Tenant shall bear all costs and expenses incurred by Pierce County in enforcing the terms of this Agreement or in the collection of amounts due, including reasonable attorney's fees.

OVERDRAFT FEES:

Payments returned for insufficient funds will be subject to an additional charge of \$25.00.

4. **TERMINATION:** This Agreement may be terminated by either Pierce County or Tenant upon thirty (30) calendar days' prior written notice to the other. Daily rates may apply for storage beyond the termination date.

Acceptable methods of Tenant providing written notice of intent to terminate include:

- Sending a letter to **Planning & Public Works, ATTN: Airport Administrator, 2702 South 42nd Street, Suite 201, Tacoma, WA 98409.**
- Completing the termination letter in your Welcome Packet or downloaded from our website www.piercecountywa.org/airport and

returning it to **Planning & Public Works, ATTN: Airport Administrator, 2702 South 42nd Street, Suite 201, Tacoma, WA 98409.**

- Sending an email to the Airport & Ferry Administrator at PCAIRPORT@co.pierce.wa.us using “Hangar Lease Termination Notice” as the subject line.

Acceptance by Pierce County of rent after such termination shall not result in a renewal of this Agreement, nor affect Pierce County’s right of re-entry or any rights of Pierce County hereunder or as otherwise provided by law.

5. RELOCATING TO NEW HANGAR OR TIE-DOWN

LOCATION: Tenants who wish to move to a new hangar or tie-down location must sign a new lease and provide proof of current Washington State aircraft registration. Those moving to a hangar must also provide proof of current aircraft liability insurance with Pierce County listed as an additional named insured. Billing for your new hangar or tie-down will start on the first day of the following month.

If Tenants acquire additional or new aircraft; receive a new Washington state registration number for their current aircraft; or wish to store a different aircraft in their hangars, they must notify Pierce County of the change and provide a valid Washington state registration number and insurance policy with Pierce County as a named insured for each alternate aircraft within 30 days.

- 6. RULES & REGULATIONS:** Tenant shall comply with all federal, state, and local laws that govern use and activities at the Tacoma Narrows Airport. Furthermore, Tenant shall abide by all Airport Rules and Regulations (copies of which are available online at www.piercecountywa.org/airport or at the airport offices). Failure to comply with these rules and regulations may result in termination of this Agreement. RCW 47.68.250 requires that all aircraft owners register their aircraft with Washington State Department of Transportation as a condition of renting a hangar or tie-down. Tenant may access a copy of this RCW at: <http://app.leg.wa.gov/RCW/default.aspx?cite=47.68.250>.

7. TENANT’S RIGHTS & OBLIGATIONS:

HANGAR USE ONLY:

Tenant shall use the hangar to store only the aircraft listed above which is owned or leased by Tenant.

- Hangars are not to be used for repairing or overhauling aircraft or equipment, except in accordance with Federal Aviation Regulation Part 43, Appendix A(c), Preventative Maintenance.
- Painting or welding in the hangar is not allowed.
- Storage of gasoline, explosives, or other flammables in the hangar, with the exception of engine oil, is prohibited.
- Tenant shall not install or hookup any refrigerators, freezers, heating units, microwave ovens, heat lamps, dryers, or any other electrical appliance in hangar.
- The aircraft owner or operator is solely responsible for containing all possible oil or fuel leakage from his or her aircraft. The owner or operator is solely liable for any contamination or other damage resulting from such leakage. Fuel from sump checks performed during preflight checks must be collected in a suitable container and not be thrown on the ramp or hangar floor.

FACILITY LOCK:

Tenant shall not lock the hangar with any lock other than the lock supplied by Pierce County. A replacement fee of \$25 will be charged for lost or damaged keys or locks.

TIE-DOWN SPACE ONLY:

It is the sole responsibility of the aircraft owner or operator to make certain his or her aircraft is securely tied down and to ascertain that the tie-down mechanism employed is adequate for the aircraft. Any damage resulting to his or her aircraft, nearby aircraft, property, or any injury to persons caused by the aircraft operator not securing or improperly securing said aircraft shall be the sole liability of the owner or operator.

Tenant shall keep the tie-down space clean and free of personal property and debris and not place any personal property and debris on airport property.

The aircraft owner or operator is solely responsible for containing all possible oil or fuel leakage from his or her aircraft. The owner or operator is solely liable for any contamination or other damage resulting from such leakage. Fuel from sump tests

performed during preflight checks must be collected in a suitable container and not thrown on the ramp.

NO SUBLEASE OR ASSIGNMENT:

The Tenant shall not allow any other party or parties to occupy any portion of the hangar or tie-down area either by assignment, sublease, license, or permit.

Tenants who sell their aircraft to a new owner must inform Pierce County within 30 days.

NOTIFY PIERCE COUNTY OF DEFECTS:

Tenant shall report to Pierce County any defects in the hangar or tie-down area which, in the Tenant's opinion, require maintenance. An inspection and move-in condition report of lease area shall be completed by Tenant and airport operations staff prior to move-in.

PET PRIVILEGES:

Tenant shall keep all pets on a leash at all times except when such pets are inside a hangar with the doors closed. No pets shall be permitted to be upon the airport premises except when on a leash and attended by an adult.

Tenant shall be responsible for the cleanup and disposal of all pet waste using proper waste receptacles. Failure to follow these pet standards will result in loss of pet privileges on airport property.

KEEP PREMISES CLEAN:

Tenant shall keep the hangar or tie-down area clean and free of personal property and debris and shall not place or allow to be placed any debris or personal property on airport property. Tenant shall maintain the interior of the hangar or tie-down area at no cost to Pierce County.

NO HANGAR OR TIE-DOWN MODIFICATION WITHOUT APPROVAL & COSTS OF RESTORATION:

Tenant shall not make any modifications or alterations, post signs, or otherwise change any part of the hangar or tie-down area without the prior written approval of Pierce County. Pierce County reserves the right to remove such modifications or improvements and restore the hangar or tie-down to its original condition at the sole expense of the Tenant plus an additional fifteen percent (15%) administrative fee.

KEEP RAMPS CLEAR:

Tenant shall not park or leave aircraft or vehicles on the ramp or the pavement adjacent to any hangar or tie-down area that may obstruct access to any adjacent hangars or tie-down spaces. When aircraft are not present, vehicles may be parked in the hangar or tie-down area leased to the Tenant.

RESPONSIBILITY TO RELOCATE FOR CONSTRUCTION & EMERGENCIES:

In response to prior written or verbal notice from Pierce County, Tenants shall promptly relocate their aircraft to a designated hangar or tie-down to accommodate construction or other emergencies at the airport.

MAINTAIN GATE CARD SECURITY:

Tenant shall maintain gate card security and not allow access to the field by non-authorized parties.

INGRESS/EGRESS:

Tenant shall have the full and free right of ingress to and egress from the hangar or tie-down area for Tenant, passengers, guests, and other invitees who will all conduct themselves according to the Airport Rules and Regulations.

ENVIRONMENTAL COMPLIANCE:

Tenant and Tenant's employees, agents, representatives, passengers, guests, and other invitees shall comply with all federal, state, and local laws, rules, and regulations related to environmental protection, hazardous substances, contamination, remediation, or cleanup; and upon request, Tenant shall furnish proof thereof to Pierce County. In the event of failure to comply, Tenant shall be solely responsible for all costs and expenses arising out of such failure, including but not limited to cleanup, remediation, fines, and penalties; and shall protect, defend, indemnify, and hold Pierce County harmless therefrom to the maximum extent allowed by law. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event that occurs prior to or on the date of such expiration or termination.

8. **LANDLORD'S RIGHTS & OBLIGATIONS:**

GOOD REPAIR:

Pierce County shall keep the hangar and tie-down area in good condition and repair.

PROVIDE ACCESS:

Pierce County shall provide access to the hangar or tie-down area and to the public ramps, taxiways, and runways at the airport.

KEEP PREMISES CLEAN:

Pierce County shall keep the public ramps adjacent to the hangars or tie-downs clear of debris.

MAINTAIN HANGAR STRUCTURE:

Pierce County shall maintain, at no cost to Tenant, the hangar structure, its exterior, roof, door, and windows, as well as electrical, water, and sewer systems.

DAMAGE BY TENANT: Damage by Tenant shall be repaired by Pierce County at the sole cost and expense of Tenant through use of the security deposit or other means necessary to satisfy the debt as outlined in section 3 above.

REGULATE/DEVELOP/IMPROVE:

Pierce County may regulate, develop, improve, reconstruct, or modify the hangar or tie-down areas in its sole and absolute discretion.

PROVIDE NO ADDITIONAL SERVICES:

Pierce County shall be under no obligation to provide any other services or amenities of any kind or description unless specifically mentioned herein or added by amendment.

RIGHT TO INSPECT:

Pierce County reserves the right to periodically open and inspect the hangar or tie-down area.

9. INDEMNIFICATION AND HOLD HARMLESS:

Tenant shall protect, indemnify, and hold harmless Pierce County, its elected and appointed officials, agents, representatives, and employees while acting within the scope of their duties as such, to the maximum extent allowed by law from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of Tenant or third parties on account of personal injuries, death, or damage to property relating in any way to the hangar or tie-down area rented by Tenant, or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or Tenant’s agents, employees, representatives, passengers, guests, and other invitees, except the sole and exclusive willful and negligent acts or omissions of Pierce County. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event that

occurs prior to or on the date of such expiration or termination.

10. INSURANCE [HANGARS ONLY]: *Insurance is not required for tie-down leases.*

- For hangar leases, Tenant shall maintain aircraft liability insurance in the amount of one million dollars (\$1,000,000.00) during the term of the Agreement.
- The policy shall cover or be endorsed to cover Pierce County, its officers, officials, employees, and agents as additional insureds.
- Tenant shall provide a certificate of insurance or a duplicate of the policy as evidence of the insurance protection provided showing Pierce County as an additional insured. This certificate should read:
 Additional Insured:
Pierce County
2702 S. 42nd Street, Suite 201
Tacoma, WA 98409

By requiring such minimum insurance, the County shall not be deemed to have assessed the risks applicable to Tenant under this Agreement. Tenants shall assess their own risks and, if appropriate, maintain greater limits and/or broader coverage. Failure by Tenant to maintain minimum insurance at all times shall constitute a default and material breach of this Agreement.

11. LIABILITY TO TENANT & PROPERTY: Pierce County shall not be liable to Tenant or Tenant’s officers, agents, employees, representatives, passengers, guests, or other invitees for any damage caused to them or their property by water, rain, snow, ice, sleet, fire, storms, acts of God, or accidents caused by third parties, or by breakage, stoppage, or leakage of utilities on or adjacent to the premises, or any damage or loss for any cause whatsoever to Tenant’s aircraft identified above. In the event of damage or destruction to the airport or hangar, Pierce County shall be under no obligation to provide substitute hangar or tie-down space to Tenant.

12. NOTICE: For all purposes under this Agreement where notice is required, notice shall be given by Tenant to **Planning & Public Works, ATTN: Airport Administrator**, as outlined below, unless directed otherwise:

- Send a letter to **Planning & Public Works, ATTN: Airport Administrator, 2702 South 42nd Street, Suite 201, Tacoma, WA 98409.**
- Send an email to the Airport & Ferry Administrator at PCAIRPORT@co.pierce.wa.us.

13. **WAIVER:** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. Failure of Pierce County to enforce any provision of this Agreement shall not be deemed a waiver of its rights to enforcement nor shall such failure be deemed an amendment to this Agreement. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
14. **JURISDICTION, DISPUTE RESOLUTION, ATTORNEY FEES:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Pierce County and Tenant agree to resolve any conflict first through mediation or non-binding arbitration. If a matter cannot be resolved through mediation or non-binding arbitration, the matter will be resolved in Pierce County Superior Court. If either party commences litigation against the other resulting from this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs of the litigation.
15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties regarding the matters described herein, and any representations or understandings not included herein shall have no effect. This Agreement may be modified only in writing and signed by each party.
16. **MUTUAL AGREEMENT & SURVIVAL:** The foregoing conditions are mutually agreed to by Tenant and Pierce County. In signing this Agreement, Tenant acknowledges that all unpaid rents shall constitute a lien on the above identified aircraft.

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

TENANT:

Tenant Signature Date

Printed Name

Business Name

Title of Signatory Authorized by Business

PIERCE COUNTY:

Approved as to legal form only:

Prosecuting Attorney Date

Approved:

Finance Date

Department Director Date
(less than \$250,000)

County Executive Date
(\$250,000 or more)