

PORT OF OLYMPIA OLYMPIA AIRPORT RENTAL AGREEMENT HANGAR, PLANEPORT, TIEDOWN

7643 Old Highway 99 SE
Olympia, WA 98501
(360) 528-8079

Tenant:		Effective Date: / /	
Address:		<input type="checkbox"/> Hangar / <input type="checkbox"/> Planeport / <input type="checkbox"/> Tiedown:	
City:	State:	Zip:	
Home Ph:	Wk Ph:	Emer. Ph:	
E-Mail:			

Registered Owner:			
Address:			
City:	State:	Zip:	
Home Ph:	Wk Ph:	Emer. Ph:	

AIRCRAFT DESCRIPTION:			
<input type="checkbox"/> Single Engine	<input type="checkbox"/> Multi Engine	Registration:	
<input type="checkbox"/> Jet	<input type="checkbox"/> Other	Make/Model:	
		Insurer:	FBO (lcl):

REQUIRED DOCUMENTS:	
<input type="checkbox"/> Copy of aircraft's Washington State DOT Registration	
<input type="checkbox"/> Insurance Certificate noting Liability coverage and Port of Olympia named as Additional Insured	

Fees:	(a) <input type="checkbox"/> First Month Rent <input type="checkbox"/> (Prorated)	\$ _____
	(b) Monthly Fee \$ _____	\$ _____
	(c) Security Deposit = 1 mo. rent plus leasehold tax	\$ _____
Key Numbers(s):	(d) _____	\$ _____
<input type="checkbox"/> Other:	_____	\$ _____
Total Fees Due:		\$ _____ Includes 12.84% St. Leasehold Tax

Additional Items:

Tenant hereby confirms that copies of the Olympia Airport Conditions of Occupancy and Rental Agreement have been received and read, and all requirements and conditions are fully understood.

1. **TENANT MUST PROVIDE TO AIRPORT OFFICE NOTICE OF TERMINATION OF AGREEMENT 30 DAYS PRIOR TO VACATING LEASED SPACE. IN THE ABSENCE OF SUCH NOTICE, TENANT WILL BE LIABLE FOR AN ADDITIONAL 30 DAYS RENT.**
2. **TENANT MUST CONTACT AIRPORT OFFICE PRIOR TO ANY CHANGE MADE UNDER EXISTING AGREEMENT.**
3. **TENANT ACKNOWLEDGES THAT MAINTAINING LIABILITY INSURANCE, IN ACCORDANCE WITH SECTION 7 OF THE HANGAR RENTAL AGREEMENT, IS REQUIRED UNDER THIS AGREEMENT.**

Tenant:	_____	Date:	_____
Airport Representative:	_____	Date:	_____

OLYMPIA AIRPORT CONDITIONS OF OCCUPANCY

OLYMPIA AIRPORT HANGAR AND PLANEPORT SPACE IS PROVIDED FOR THE STORAGE, MINOR REPAIR AND PREVENTATIVE MAINTENANCE OF AIRCRAFT, UTILIZING RELATED EQUIPMENT AND SUPPLIES ONLY.

CONDITIONS OF OCCUPANCY

1. REPAIRS AND MAINTENANCE. Minor repairs may be made by the owner of the aircraft or the owner's employee or persons licensed to do business on the Olympia Airport, and such repair work is restricted to these persons only. Major repair work/overhaul may not be performed in the hangar. No paint, dope or other flammable or volatile materials shall be stored in the hangar at any time. No spray painting or doping operations, except touch-up painting, shall be conducted in the hangar or adjacent taxiways.

Related equipment is defined as:

1. Tow Bars (manual or powered)
2. Cleaning and Waxing Equipment (i.e. pails, ladders, vacuum cleaners, etc.)

Supplies are limited to:

1. Lubricating Oil (not to exceed twelve gallons)
2. Up to One Set of Spare Tires
3. Cleaning and Waxing Supplies

NO OTHER ITEMS ARE TO BE STORED IN THIS AREA.

The aircraft owner or his/her employee(s) may perform "Preventative Maintenance" as defined in F.A.R. Part 43 Appendix a, Paragraph 'c' with the exception of item 9 "Painting" in this hangar space.

No alterations are to be made to this hangar or its electrical system without written approval from the Airport Manager.

2. RENTAL OF AIRCRAFT. Renter shall not rent the aircraft unto others, and Renter agrees that Renter and any others operating Renter's aircraft under Renter's control shall be properly licensed and qualified. It shall be the responsibility of Renter to exhibit to THE PORT all proper licenses, aircraft certificates or other pertinent information pertaining to the activities of Renter or Renter's aircraft operating at the Olympia Airport.

3. SUBLEASING OF HANGAR. Renter may not assign or sublet the space without the PORT's written consent. Sublet forms are available at the Airport Office.

4. INSPECTION. The PORT shall have the full right of inspection of the hangar at all reasonable times.

5. LOCKS & KEYS. The PORT shall furnish a lock and key for the hangar. Extra keys may be provided to others based on written permission from the tenant.

6. AIRCRAFT & AUTO PARKING. Aircraft are not to be parked in the taxiways so as to prevent the passage of other aircraft or vehicles. Cooperation must be maintained with your neighboring occupants in the use of this hangar space and the common taxiway. Autos may be parked at the east end of Hangars "A" through "G", or in your hangar space when the aircraft is out. (Rule 05.17.03)

7. FUELING. No aircraft shall be fueled while parked in a hangar. The use of flammable or volatile liquids for the cleaning of aircraft or parts is prohibited in the hangar. Renter will provide adequate fire extinguisher(s) located near the hangar door. Lubricating oil in excess of immediate needs (not to exceed 12 gallons) shall not be stored in the hangar unless an approved fireproof container is provided. The hangar floor and immediate area shall be kept clean

and free from oil and debris at all times. Renter must provide his/her own fuel and lubrication drip pans or otherwise protect the asphalt surfaces from deterioration by petroleum product spills. No aircraft engine shall be operated inside the hangar above 1000 RPM when the propeller blast is directed into the hangar or at another aircraft.

8. FIRE REGULATIONS. Occupants will provide their own adequate fire extinguisher(s) (minimum rating 20BC), in addition to a drip pan for each engine. Occupants will keep hangars free of waste or litter that would create a fire hazard. Hangars will be inspected annually by the Fire Marshall for compliance. (Section 05.27.00, Fire Regulations.)

9. UTILITIES. Water is provided by standpipe in most of the hangar areas. Fluorescent lighting is provided in the hangars. Please turn these off when not needed. The exterior lights are controlled by photocells. Outlets (110 volts) are provided at each hangar for portable tools and lights. Each hangar is on either a 20-amp (D, E, F, G Hangars) or 50-amp (A, B, C Hangars) circuit. No heaters or other large power-demanding equipment is to be used. Dehumidification equipment is defined as any heat producing device (electrical or otherwise) placed in an unattended aircraft or hangar. Any such device must have Airport office approval. Garbage cans are provided near each hangar for hangar-generated waste only. Waste oil must be removed from the Airport. It is not to be poured on the ground or put into the garbage cans.

10. TIE-DOWN REGULATIONS. It is the responsibility of the Renter to make certain his/her aircraft is securely tied down and to make certain that the tie-down mechanism provided is adequate for the aircraft. In the event there is a need to replace or repair any faulty tie-down mechanism, the Renter will immediately notify the Airport Manager. Any damage resulting to Renter's aircraft or nearby aircraft or property because of improper securing of the aircraft shall be the liability of the operator or the owner.

11. NOTIFICATION OF CHANGE IN NAME/ADDRESS. It is the responsibility of Renter to notify the Olympia Airport Administration Office of any change of name or address.

12. COMMERCIAL ACTIVITIES. The hangar will not be used for the holding of classes, offering instruction to students or conducting any commercial activity unless the advance written consent of the Olympia Airport Manager has been obtained.

13. SIGNS OR HANGAR ALTERATIONS. Renter shall place no signs on the space, make alterations to the hangar, nor change the appearance of the hangar without the express written permission of the Port and shall keep the space free of debris and not create a fire or other hazard.

14. EMERGENCY NUMBERS

Airport Director	Office	(360) 528-8074
	Cell	(360) 789-5455
Maintenance Staff	Office	(360) 528-8083
	Cell	(360) 239-7103
Olympia Airport Administration Office		(360) 528-8079
Fire – Tumwater Fire Department		911
Police – Tumwater Police Department		911
Thurston County Sheriff		911

Olympia Regional Airport
7643 Old Highway 99 SE
Olympia, WA 98501
360/528-8079

HANGAR RENTAL AGREEMENT

1. **LEASE.** Owner hereby leases to Tenant and Tenant leases from Owner, the hangar unit (the "Hangar") identified above at Olympia Airport located in Thurston County, Washington, for the purposes of aircraft storage.
2. **CONDITION OF PREMISES.** Tenant has inspected the Hangar and accepts the Hangar in its present condition without any liability or obligation on the part of Owner to make any alterations or repairs of any kind within or to Hangar. Owner makes no warranties, express or implied, as to the condition of the Hangar or any apparent or unknown condition.
3. **RENTAL AND TERM.** Tenant agrees to pay Owner deposits and rents as outlined in the "Olympia Airport Hangar Fee and Deposit Schedule", plus applicable local, state and federal taxes, all as the same may change from time to time. Should the effective date of Agreement be other than the first day of a month, then initial rental for the period shall be prorated through the first day of the following month. Payment of monthly rent is to be submitted to Owner in advance of each month of occupancy. The term of the rental shall be month to month. Either Owner or Tenant may terminate the rental by giving the other party thirty (30) days advance written notice of intent to terminate.
4. **DEFAULT.** If the Tenant does not pay the rent by the 10th of the month, then in addition to the overdue rent, Tenant shall pay interest on the rent payment then due at a rate per annum equal to the lesser of twelve percent (12%) per annum or two (2) percentage points over the composite prime rate of interest set forth in the Wall Street Journal "Money Rates" Column (or its successor) most recently prior to such date. Such interest commences on the date the rent is due and continues until such rent is paid. The imposition of such interest does not prevent Owner from exercising any other rights and remedies under this Agreement for non-payment of rent or any other breach of this Agreement by Tenant. Owner shall also have the right to terminate this Agreement, and further, pursuant to RCW 14.08, to remove and/or impound the aircraft and subsequently sell it for nonpayment of charges under the terms of this Agreement, using such force as may be necessary without being guilty of trespass, breach of the peace, or forcible entry and detained, and Tenant expressly waives the service of any notice. All costs incurred in such proceedings shall be the responsibility of Tenant and shall remain a lien against said aircraft.
5. **DEPOSITS.** Tenant agrees to pay a damage/unpaid rent deposit to Owner. Tenant will also pay a deposit for each key received from Owner. The amount of these deposits is set forth in the current "Olympia Airport Hangar Fee and Deposit Schedule." Deposits are due at time of executing this Agreement. Deposits will be refunded following termination of this Agreement, less any rent due and damage to the leased premises caused by Tenant's occupation and use, including interest on any past due amounts. Key deposits will be refunded upon return of keys.
6. **UTILITIES.** See "CONDITIONS OF OCCUPANCY"
7. **INDEMNIFICATION/LIABILITY INSURANCE.** Owner, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Tenant or by others (including, but not limited to all persons directly or indirectly employed by Tenant, and any agents, contractors, subcontractors, subtenants, suppliers, customers or invitees of Tenant) as a result of any condition (including existing or future defects in the premises), or occurrence (including failure or interruption of utility service) whatsoever related in any way to the premises and the areas adjacent thereto or related in any way to Tenant's use or occupancy of the premises and areas adjacent thereto, to the extent such claim does not result from the gross negligence or willful misconduct of Owner, its employees or agents. Tenant agrees to indemnify, defend and to hold and save Owner harmless from all liability or expense (including attorneys' fees, costs and all other expenses of litigation) in connection with any such items of actual or alleged injury or damage. In addition, Tenant shall, at its own expense, maintain proper liability insurance with a reputable insurance company or companies satisfactory to Owner in the minimum policy limits as Owner may specify to indemnify both Owner and Tenant against such liability or expense. Owner shall be named as one of the insureds on the policies and shall be furnished with a copy of such policy or policies of insurance, which shall provide that such insurance may not be canceled without the insurance company first having given Owner thirty (30) days' advance written notice of such intent to cancel. Tenant shall furnish Owner with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.
8. **WAIVER OF SUBROGATION.** Owner and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of Owner or Tenant. Each party agrees to cause their respective insurance carriers to include in its policies a waiver of subrogation clause or endorsement.
9. **TAXES.** Tenant shall be liable for, and shall pay, throughout the term of this lease, all license fees and taxes covering or relating to the premises and its use, including, without limitation, (a) all leasehold excise tax and (b) all personal property taxes upon Tenant's leasehold interest under this lease or upon any other personal property situated in or upon the Premises.
10. **HANGAR MAINTENANCE.** Tenant shall, at its own expense, maintain and keep the premises in a neat, clean, safe and sanitary condition reasonable wear and tear excepted and shall promptly repair any damage caused by Tenant. Tenant shall keep the premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the premises by Tenant. At Owner's request, Tenant shall furnish Owner with written proof of payment of any item which would or might constitute the basis for such a lien on the premises if not paid.
11. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations or improvements to or upon the premises or install any fixtures, nor paint, deface, bend, drill or cut any part of Hangar without first obtaining written approval of Owner. Owner reserves the right to have Tenant remove, at Tenant's sole expense, all or any of such alterations, additions, improvements and fixtures at the end of the Lease term.
12. **RESTORATION.** If the leased premises or any part thereof shall be damaged or destroyed by fire or other casualty during the term of this Lease, Owner may, at its option, at its own cost and expense, repair or restore the same according to the original plans thereof or according to such modified plans it desires, or terminate this Agreement as of the date of such damage or destruction.
13. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or transfer (including any assignment or transfer for security purposes) this Agreement or any interest therein nor sublet the whole or any part of the premises nor permit any other person or entity to occupy or use the Hangar, nor shall this Agreement or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of Owner, which may be withheld in Owner's sole discretion. If Tenant is a corporation, Tenant further agrees that if at any time during the term of this Lease, more than one-half (1/2) of the outstanding shares of any class of stock of the Tenant corporation shall belong to any stockholders other than those who own the outstanding shares of that class of stock at the time of the execution of this Agreement, such change in the ownership of the stock of Tenant shall be deemed an assignment of this Agreement. If Tenant is a partnership, Tenant further agrees that if at any time during the term of this Agreement, more than one-half of the interests in the partnership shall belong to any partners other than those who own an interest in the partnership at the time of the execution of this Agreement, such change in the ownership of interests in Tenant shall be deemed an assignment of this Agreement. Tenant shall remain liable under the terms of this Agreement notwithstanding any assignment, and this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without Owner's consent pursuant to this paragraph.
14. **HAZARDOUS SUBSTANCES.** Tenant certifies, represents, warrants, covenants and agrees that:
 - a) Tenant agrees to comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, treatment,

use, sale, storage, handling, transport and disposal of any Hazardous Substances (as defined below) by any person in or around the Hangar. Tenant will not, without Owner's prior written consent, keep in or around the Hangar, for use, disposal, treatment, generation, storage, or sale, any Hazardous Substances.

- b) Tenant has not and will not release or waive the liability of any party who may be potentially responsible for the presence or removal of Hazardous Substances on or from the Hangar.
- c) Tenant shall be fully and completely liable to Owner for, and shall indemnify and hold Owner harmless from and against any and all actual or alleged claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorneys' fees and disbursements), which accrue to or are incurred by Tenant or Owner which arise or are alleged to arise directly or indirectly from or out of, or are in any way connected with any operations or activities (including, without limitation, use, disposal, transportation, storage, generation or sale of Hazardous Substances) in or around the Hangar during Tenant's possession or control of the Hangar which directly or indirectly result in the Hangar or any Other Property (as defined below) becoming contaminated with Hazardous Substances or otherwise violating any applicable law, rule or regulation pertaining to Hazardous Substances, and the cleanup of Hazardous Substances from the Hangar or any Other Property. Tenant acknowledges that it will be solely responsible for all costs and expenses relating to investigation (including preliminary investigation) and cleanup of Hazardous Substances from the Hangar or from any Other Property.
- d) As used in this Agreement, "Hazardous Substances" means any chemical, substance, material, waste or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic or radioactive, or as a contaminant or pollutant, or other similar term, by, and/or which are subject to regulation under, any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time, and shall include petroleum products and byproducts. As used in this Agreement, "Other Property" means any real or personal property (including, without limitation, surface or ground water) which becomes contaminated with Hazardous Substances as a result of operations or other activities on, or around the contamination of, the Hangar.

15. ATTORNEY'S FEES AND COSTS. Should a dispute arise between the parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, the losing party shall pay the prevailing party's actual and incurred attorney's fees; costs of court including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides.

16. JOINT AND SEVERAL LIABILITY. Each and every party who signs this Agreement, other than in a representative capacity, as Tenant, shall be jointly and severally liable hereunder.

17. RULES AND REGULATIONS. Tenant shall:

- a) Use the Hangar only to house the above listed aircraft (and no other aircraft) which Tenant represents is owned or leased by Tenant. Necessary aircraft groundhandling equipment associated with said aircraft may be housed within the Hangar. Tenant's auto may be parked inside only during periods that said aircraft is out of the Hangar.
- b) Store no gasoline, explosives, combustibles or inflammables within the Hangar, except as provided in the Olympia Airport Rules and Regulations.
- c) Close the Hangar doors promptly after entering or departing with aircraft.
- d) Not perform maintenance on aircraft within the Hangar without the prior written approval of Owner, except such preventive maintenance as prescribed in the Federal Air Regulations, Part 43, Appendix "A", Paragraph (c), which may be performed only by Tenant.
- e) Not spray paint or weld within the Hangar.
- f) Not use any high wattage electrical equipment or machinery in or about the Hangar, modify existing wiring, or install additional outlets, fixtures or the like therein.

- g) Not conduct any charter, rental, repair, or instructional service or any other commercial activity in or from the Hangar without the prior written permission of Owner which may be withheld in Owner's sole discretion.
- h) Report on a timely basis to Owner or Owner's authorized representative any defects in the Hangar which Tenant believes might require maintenance.
- i) Keep the Hangar clean and free of debris and not place any debris on Olympia Airport property except in Airport supplied receptacles. Any debris in the Hangar must be placed in a covered, metal trashcan.
- j) 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 purposes of this Agreement, a hoisting mechanism shall be deemed to include, but shall not be limited to a chainfall, block and tackle, or other hoisting device.
- k) Obey all rules, regulations, laws, ordinances, minimum standards and directives of any legally constituted authority now in force or hereafter promulgated with respect to the use of Olympia Airport or the Hangar. This specifically includes Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activity for the Olympia Regional Airport and the Airport Security Plan adopted by the Port of Olympia Commission May 14, 2007, and as may be amended from time to time.
- l) In accordance with the Olympia Airport Security Plan, keep all airport gates locked at all times. Tenants shall access the Air Operations Area through the use of keys or other electronic access control devices issued by the Port. Reproduction of Port keys or other access control devices is not authorized.
- m) Not lock the Hangar or permit the same to be locked with any lock other than the locks and keys supplied by Owner, nor shall Tenant have any of Owner's keys duplicated.
- n) 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.
- o) Not service aircraft with fuel in the Hangar.
- p) Not store or place wrecked or dismantled aircraft or appurtenant parts in the Hangar without the prior written permission of Owner which may be withheld in Owner's sole discretion.
- q) Provide a drip pan for each power plant and a fire extinguisher with a minimum rating of 20 B.C. These items are not required for Plane Ports.
- r) It is Tenant's responsibility in Plane Ports to make certain the aircraft is securely tied down and to ascertain that the tie-down mechanism provided is adequate for the aircraft. It is further the Tenant's responsibility to notify Owner of the need to replace or repair any faulty tie-down mechanism. Any damage resulting to Tenant's aircraft or any nearby aircraft shall be the liability of Tenant.
- s) Not paint or place any signs, symbols, canopies, awnings or similar items on the premises, including the windows and doors thereof, without the prior written permission of Owner.

17. OBLIGATIONS OF OWNER. Owner shall:

- a) Provide access to hangars, public taxiways, ramps, and runways.
- b) Maintain the Hangar in good repair.
- c) Furnish padlock and keys as needed, subject to a deposit by Tenant.
- d) Retain the right to enter the Hangar at any time for inspection, maintenance, or in case of emergency. The right of inspection reserved to Owner shall impose no obligation on Owner to make inspections to ascertain the condition of the premises, and shall impose no liability upon Owner for failure to make such inspections.
- e) Not be liable for failure to perform this Agreement or for any loss, injury, or damage of any nature whatsoever resulting therefrom caused by any act of God, wind, storm, fire, flood, accident, or any other cause beyond Owner's control.
- f) Reserve the right to tow or otherwise move aircraft for purposes of facility, maintenance, security, emergency, impoundment or any other reasonable purposes.

18. DEFAULT. Tenant shall be in default if Tenant shall default in the performance of any covenant herein, and such default shall continue for five (5) days after receipt by Tenant of notice from Owner. Should Tenant fail to cure the default within five (5) days after notification, Owner shall have the right to terminate this Agreement.

19. NOTICES. Any notice provided herein shall be given in writing to Owner by delivery of the notice to the Olympia Airport office or by causing same to be mailed to the Olympia Airport office at the above-written address. Any notice directed to Tenant will be mailed to Tenant at Tenant's above written address or a copy thereof may be posted upon Tenant's aircraft.

20. WAIVER. The waiver of owner of any covenant or condition of this Agreement shall not thereafter preclude Owner from demanding performance in accordance with the terms hereof.

