

Hangar Rental Agreement

THIS AGREEMENT, made and entered into between the City of Arlington, a municipal corporation of the State of Washington, hereinafter called "landlord", and _____, hereinafter called "tenant".

WITNESSETH:

1. Landlord hereby leases unto tenant for storage of tenant's aircraft that certain airplane hangar unit situated on the Arlington Municipal Airport property, designated as hangar number _____. Tenant's aircraft shall at all times be hangared in accordance with and the tenant shall abide by such rules and regulations as may have or may hereafter be issued by the Airport Manager, the landlord's, Airport Commission, or by the landlord. Any change in rules or regulations shall become effective 40 days after issuance.
2. The rent for such hangar storage space shall be \$_____ per month, payable monthly in advance. If this tenancy commences other than the first day of the month, the tenant shall pay, in addition to the rent for the next calendar month plus the deposits hereinafter specified, 1/30th of the monthly rent multiplied by the number of days from the date the tenancy actually commenced to the first day of the next month.
3. In addition to the payment to the monthly payment specified, a deposit equal to one month's payment, key deposit of \$20.00 and extinguisher deposit of \$45.00, shall be paid at the time of execution of this agreement as security for the faithful performance of this agreement.
4. The tenancy shall be deemed a month-to-month tenancy, extended through the first through the last day of each month. Either party upon giving thirty (30) days notice to the other party may terminate the tenancy.
5. Tenant accepts the leased premises in the condition in which the same may be, and landlord makes no warranties or representations as to the condition of said hangar unit.
6. Tenant agrees to abide by all rules and regulations made and issued by the landlord, or by any other federal, state, or local agency empowered to regulate and control conditions and the uses of or about the Arlington Municipal Airport.
7. Tenant agrees to save and hold harmless from any and all liability by reason of the storage or maintenance of tenant's aircraft in said hangar or upon the Arlington Municipal Airport, or from death, injury, or damage caused to any person or property by reason of the operation of said aircraft thereon, and the tenant hereby releases the landlord from any and all claims for damages arising out of such use of the Arlington Municipal Airport or the storage facilities above mentioned.
8. Any notice provided herein shall be given to the landlord by delivery of the same personally to the Airport Office of the City of Arlington, Washington, or by causing the same to be mailed by certified mail addressed to the Arlington Municipal Airport, 18204 59th Drive NE, Arlington, WA 98223. Any notice directed to the tenant hereunder shall be mailed by ordinary mail to the tenant at the address given below in this instrument, or at such other address as the tenant may have in writing furnished to the landlord.
9. The occupancy classification of the T-Hangar is a standard B-3. This type of aircraft hangar is designed for storage of the aircraft and related parts only. This type of hangar was constructed with minimum utilities, one light and one outlet. A B-3 hangar is defined as an aircraft hangar where no repair work is done except exchange of parts and maintenance requiring no open flames, welding or the use of Class I and II liquids. The code allows for only minor repair work involving the exchange of parts.

10. Tenant shall place no signs upon the premises nor change the appearance of the premises without the express and written permission of the landlord. Tenant shall observe good housekeeping practices in his hangar space, keep the area free of debris, and shall not create a fire or other hazard. Aircraft related parts stored in the hangar shall be stored on shelving along the perimeter wall of the hangar. Items too large for the shelving can be laid or propped along hangar walls but not in front of shelving. Maximum shelf height of 72 inches. As a part of good housekeeping practices, all aircraft must be stored in a hangar unit in such a manner that it can be moved freely by hand in and out of the hangar unit at any time.
11. Tenant shall have no right to assign the whole or any part of his agreement and shall have no right to sublease the hangar unit or any portion thereof without first securing the written consent of the landlord to do so. The hangar unit is rented to an aircraft owner only, and an aircraft so owned by the tenant and so described below shall be based in the hangar unit so leased. Tenant may store additional aircraft in the hangar unit only in accordance with paragraph 10 of this agreement, and only if prior written consent of the landlord. Additional aircraft not owned by the tenant may be stored in a hangar unit subject to all provisions of this lease. Tenant shall remain responsible for all aircraft stored in the hangar unit. In addition, landlord must give prior written approval of any change of any aircraft ownership or any change of any aircraft stored in any hangar unit.
12. A tenant who sells his aircraft and is actively pursuing the purchase of a new aircraft may, with prior written consent of the landlord, sublease the hangar unit to the person first on the Arlington Airport waiting list for that type of hangar unit, for a period of up to four months, at a rate not to exceed that paid by the tenant.
13. Each hangar unit shall have one (1)--5 lb, 2A 10-B:C type fire extinguisher--mounted no more than 60 inches or less than 4 inches from floor. Sec. 1-6.9 UFC STD's
14. Extinguishers shall not be obstructed or obscured from view. Where visual obstruction cannot be completely avoided, signs shall be provided to indicate location. Sec. 1-6.5 UFC STD's.
15. All fire extinguishers will be serviced and tagged by a person qualified to do so annually. This service will be provided by the Airport. If the fire extinguisher is discharged at any time the tenant is required to notify the Airport Office immediately. The Airport will then have the extinguisher recharged at the tenant's cost.
16. No Class I or II flammable liquids are allowed to be stored or used in the hangar. All other flammables or combustibles must be stored in a metal cabinet or metal garbage container with a snug fitting lid. These containers shall be labeled with a durable material with red lettering on a white background and shall read **DANGER-FLAMMABLE LIQUIDS**. Letters shall not be less than 3 inches in height and 1/2 inch in stroke. Sec. 79.109 UFC. This material is not to exceed 10 gallons. Sec. 708 UBC, Sec. 24.112 UFC Note: *This includes spray cans marked flammable. Examples of Class I and II liquids are; gasoline, solvents, dope for fabric repairs, resin and catalyst used for fiberglass repair.*
17. No person shall store combustible or hazardous material in an aircraft hangar. Except as outlined in the paragraph above.
18. No flammable or combustible liquids shall be dispensed into or removed from the fuel system of an aircraft within any aircraft hangar. No flammable or combustible liquids shall be dispensed into a container, tank, vehicle or aircraft except in a location approved by the Fire Chief. Sec 24.104.
19. It shall be unlawful for any person to clean/repair any aircraft engine, or part of aircraft in an aircraft hangar or within 50 feet of another aircraft, building or hangar with any flammable liquids. Sec. 24.106 UFC.

20. No hangar unit door shall be left open or unlocked when the hangar is empty, unless the tenant or pilot of the tenant's aircraft is in the immediate vicinity of the hangar unit.
21. No aircraft engine shall be started inside a hangar unit.
22. No aircraft engine shall be left running unless the pilot is in the aircraft cockpit or is immediately present beside the aircraft.
23. No aircraft shall be placed in such a position that when the engine is started the propeller wash blows through any hangar unit.
24. Heaters, open flames, sparks producing devices, welding or any other source of ignition shall not be permitted in any hangar. Sec. 24.108 UFC. A UL approved Air Dryer will be allowed inside the aircraft with appropriate size extension cord. (Minimum of 16ga).
25. Spray finishing operations shall not be permitted in any hangar. Sec. 701.Div 3 UBC, Sec 24.105 UFC.
26. Automobiles, boats, boat trailers, campers and other household goods, other than those listed in succeeding paragraphs of this agreement are prohibited in the hangar unit. UFC 9.117 and UBC Sec 502 **Exception:** *The tenant may park his/her automobile in the hangar when he/she is flying their aircraft, providing the drip pan is placed under the engine.*
27. Bicycles or motorcycles used for transportation on the airport can be stored in the hangar. (Two maximum).
28. Approved aircraft tugs will be allowed in the hangar unit with prior written permission of the Airport Manager.
29. Assembling of an aircraft is allowed as long as no rules, regulations or conditions of this lease are violated.
30. Certain household items where used for the storage of tools or parts to be used for aviation purposes only may be stored in the hangar unit. One or two small chairs may be kept in a hangar unit.
31. The tenant shall not use any electrical appliance that could overload the 5 amp rated circuit breaker or any appliance that violate any other rules, regulations or conditions of this lease. **NOTE:** *Electrical appliances can produce sparks in their motors and caution should be used around fuel vents.*
32. Flexible cords shall not be used as a substitute for fixed wiring of a structure. Article 400-8 NFPA Vol 70, Sec 85.106 (a) UFC.
33. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings, floors, under door or floor covering, nor subject to environmental damage or physical impact. Sec 85.106 (c) UFC.
34. Extension cords are permitted only with portable appliances or fixtures, while in immediate use. Sec 85.106 UFC.
35. The tenant shall not attach to any part of the hangar any type of hoisting or holding mechanism.
36. The tenant shall not paint, remove, deface, modify, bend, drill cut or otherwise alter or modify any part of the hangar without prior written approval of the Airport Manager.

37. The tenant shall not conduct any charter, rental, repair or instructional service, or any other commercial activity on or from the hangar.
38. The tenant shall not lock the hangar, or permit the same to be locked, with any other than the lock supplied by the landlord.
39. The tenant shall not use or permit the use of the hangar for any unlawful, immoral or offensive purpose.
40. The tenant shall provide a metal drip pan under the engine(s) of the aircraft. Sec 24.107 UFC. A drip pan is defined as a metal plate with a lip on the outer edge to prevent oil from running off.
41. Absorbent floor material is not permitted in an aircraft hangar. Sec 702(6) UBC Example - Carpeting material. Cat litter and floor dry material is allowed.
42. The Airport will remove any condition that creates a safety hazard immediately and the tenant will be notified.
43. Flammable and combustible liquids and petroleum waste products shall not be discharged or released upon sidewalks, streets, highways, drainage canals, ditches, storm drains, sewer or the ground. These products shall be disposed of properly. Sec 80.105.
44. Other rules than those set forth above may be promulgated in the future, and failure to set forth in this agreement any rules shall not be an excuse for the lack of knowledge or failure to comply on the part of the tenant, provided the landlord shall have made a reasonable effort to such other rules.
45. The landlord or its manager or the landlord's designated agent shall have the full right of inspection of the hangar unit at all reasonable times, it being understood that the landlord shall furnish a lock and key for said hangar unit, and the tenant shall pay a reasonable deposit for the same. The landlord or its manager or designated agent shall retain a duplicate key.
46. The deposit shall be refunded to the tenant at the termination of this agreement provided the lock and all keys are delivered to the landlord, unless at termination the tenant owes rent or other sums. In such latter case, the deposit will be applied against the rent or other sums owing.
47. At any time after the termination of this agreement in the manner herein provided, the landlord may without further notice retake possession of said hangar unit, and may remove any aircraft and all other property to be stored in some other hangar or place or cause the aircraft to be tied own outside, and may store the aircraft or other property in such a manner as the landlord may deem desirable, and all costs of such storage of the aircraft or other property or tie-down costs of said aircraft shall be paid by the tenant at twice the actual cost to the landlord for storage and/or tie down fees, or at twice the reasonable value of storage, and that all such charges, together with any unpaid rentals, shall be and remain a lien against the tenant's aircraft or to the property found in the hangar unit until payment in full is made.
48. The tenant shall at no time store or permit to be stored more than one aircraft in the hangar unit herein leased without prior written approval of the landlord.
49. In any case of emergency of any kind, where in the judgment of the landlord it is necessary or desirable to temporarily remove the aircraft from the hangar unit, the landlord shall have the right, with or without notice to tenant, to temporarily remove any aircraft, parts of aircraft or personal property stored in the

hangar unit, using such methods of removal as may be deemed by the landlord to be suitable. In order to facilitate repair and maintenance of the hangar unit, the landlord shall also have the right to temporarily remove any aircraft, parts of aircraft or personal property stored in the hangar unit, using such method of removal as also may be deemed by the landlord suitable. In the event of repair or maintenance of tenant's hangar unit becomes necessary and landlord has a reasonable time to notify tenant, such notice shall be given by ordinary mail or telephone, and tenant shall have the right to remove his own aircraft, parts of aircraft or personal property, provided such removal is consistent with the landlord's scheduling of the repair and maintenance. Landlord shall exercise ordinary care in such removal, and may temporarily store said aircraft, parts of aircraft or personal property outside. Landlord shall have and assumes no liability for damage to any aircraft, parts of aircraft or personal property, temporarily removed or stored under the provisions of this paragraph, provided landlord has exercised ordinary care as above specified.

50. Any aircraft, parts of aircraft, or personal property, which may be stored in the hangar unit, shall be deemed to belong to the tenant who has signed the lease for all the purposes of this lease.

51. NONDISCRIMINATION

- The lessee, for itself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for the purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- The lessee, for itself, his heirs, personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - No person on the grounds of race, color, or natural origin shall be excluded from participation in the use of said facilities.
 - That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, or natural origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - That the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

52. In the event of the breach of any of the above nondiscrimination covenants, the City of Arlington shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereof, and hold the same as if said lease had never been made or issued.

53. There shall be assessed and the tenant shall pay upon any installment of rent or portion thereof not paid within twenty (20) days after such rent installment is due and payable a late charge penalty for each month or fraction thereof the rent or portion thereof is not paid equal to 5% of the amount of such rent or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of such late charge penalty

shall be added to the amount due each month, and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of 5% of the total.

54. Failure to pay rent or violation by the tenant of any other terms, conditions or covenants as specified herein shall render this agreement null and void and this agreement shall automatically be terminated without notice, and the landlord shall have the right to re-enter and repossess the premises immediately and without further notice. In addition, the City of Arlington may use any and all remedies available to it under RCW 14.08.122, including, but not limited to, sale of the aircraft.

IN WITNESS WHEREOF; we have signed this agreement this _____ day of _____ 20____

TENANT

CITY OF ARLINGTON

Name: (Print) _____

Address: _____

City, State and Zip: _____

Phone Number: _____

Emergency Phone Number: _____

TENANT TO PROVIDE THE FOLLOWING AIRCRAFT INFORMATION:

N NUMBER: _____

COLOR, MAKE AND MODEL: _____

SPECIAL NOTES: _____

FOR OFFICE USE ONLY

Actual date of occupancy: _____

First full month: _____

Fire extinguisher deposit: (\$45.00) _____

Lock deposit: (\$20.00) _____

Faithful deposit (equal to one month rent): _____

Deduct any waiting list deposit: _____

Total of first month's rent: _____

Total of deposit: _____

Total of amount paid: _____

Lock and Key Number, two (2) keys given per hangar. How many keys given?

Account Number: _____

SPECIAL NOTES:
