

ARLINGTON MUNICIPAL AIRPORT  
MONTHLY TIE-DOWN AGREEMENT

**THIS AGREEMENT**, made this day hereinafter stated between the CITY OF ARLINGTON, a municipal corporation of the State of Washington, hereinafter called "Landlord", and the party hereinafter named, hereinafter called "Tenant".

**'WITNESSETH'**

1. Landlord hereby grants unto tenant the right to park the aircraft hereinafter described on the Arlington Municipal Airport. Said aircraft shall at all times be parked at the space designated below in accordance with the terms of this agreement and in accordance with all applicable rules and regulations and directions issued by the Airport Manager, whose office is at 18204 59th Drive Northeast.
2. The rent for such parking space shall be in the sum hereinafter set forth and shall be payable monthly in advance to the landlord at its office at the Airport or at the Arlington City Clerk's Office, City Hall, 238 North Olympic, Arlington, WA 98223.
3. The term of this agreement shall commence on the date given below.
4. This agreement creates a tenancy from month-to-month, and it may be terminated upon thirty (30) days written notice given either party by the other. **Failure of the tenant to give thirty days written notice of the termination shall render the tenant liable for rent up to and including thirty days beyond the date of termination of this agreement.**
5. 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.**
6. Upon signing this agreement, the tenant shall be classified as a Category H, FBO, (Airport Tenant), and shall abide by all the ordinances of the City of Arlington and the rules and regulations in force at the Airport, whether federal, state or local in nature.
7. The tenant shall save and hold the landlord and landlord's employees and agents harmless of any and all costs, liability, damage or expense, including costs of suit and expenses of legal services, by reason of any injury (including death) or damage to persons or property sustained as a proximate result of the acts or omissions of the landlord, or any or its employees, licensees, agents or guests, or arising out of any condition of the leased premises or the use of the premises in the operation of the landlord's business in, on or about said premises. The landlord, and its employees and agents, shall not be liable to tenant for claims or damages arising from any defect in the construction or of the present condition of the premises, whether known or unknown. The tenant shall further save the landlord harmless and does release the landlord from all liability by reason of the parking, storage or maintenance of the aircraft upon the airport.
8. The landlord shall not be liable to the tenant for loss or damage by fire, arson, vandalism, windstorm, snow, burglary, nor for the loss or damage of any kind whatsoever arising out of the use or occupancy of the said parking space, the obligation of tying-down or otherwise securing the aircraft being solely that of the tenant.

9. This is an agreement for ground rental only for parking described aircraft, and does not include services of any kind or description. The tenant assumes full responsibility for the proper tying-down of his aircraft, and the landlord and its agents shall have no responsibility in such regard for the discovery or failure of the tenant to do so. Failure of ropes, bolts, hardware or any equipment for tying-down aircraft shall give rise in no case to any claim for damages against the landlord, its agents, servants or employees.
10. The tenant shall be liable for all costs and expenses incurred by the landlord in enforcing the terms of this agreement or in the collection of amounts due hereunder, including reasonable attorney's fees.
11. Any notice provided for herein shall be given to the landlord by delivering the same to the landlord at the address hereinafter given. Any notice directed to the tenant may be mailed to the tenant at the address given in this agreement, or if such address of the tenant is unknown, may be posted upon the aircraft. In either case, such notice shall be sufficient.
12. The tenant shall place no signs upon the premises nor charge the appearance of the premises without the written permission of the landlord. The tenant shall observe good housekeeping practices in his assigned parking place, keep the area free from debris, and not create a fire or other hazard.
13. This agreement shall not wholly or in part be assigned by the tenant, and the tenant shall have no right to sublet the premises.
14. No wrecked or dismantled aircraft shall be parked in the parking space longer than one week without the landlord's permission.
15. Aircraft parked outside at KAWO must be in airworthy condition or have the ability to become airworthy in a period no longer than 6 months. Aircraft that are in unairworthy condition longer than 6 months will be subject to removal at owner's expense.
16. The landlord shall have full right of inspection at all reasonable times.
17. Neither the landlord nor its agents or employees shall have any responsibility to notify the tenant of expected windstorm or snowfall, and under no circumstances shall the landlord or its agents or employees be liable to the tenant for failure to notify the tenant of such expected weather conditions even though it may have notified some tenants.
18. The tenant shall be solely responsible for furnishing all equipment necessary to properly secure (tie-down) his aircraft, including ropes, bolts, hardware and wheel chocks, and all such equipment shall at all times be kept by the tenant in excellent condition.
19. The tenant shall not set the brakes on his aircraft when it is tied down.
20. If, in the judgment of the landlord, the tenant fails to properly secure his aircraft, and as a result thereof the aircraft does or may subject other aircraft to damage by collision, the landlord may declare the tenancy forfeited and the same thereby terminated.
21. At any time after the termination of this agreement in the manner herein provided, the landlord may without further notice take possession of the aircraft and store the same at such place and in such manner as the landlord may deem desirable, including but not limited to the tying down of the aircraft at any parking space and chaining and locking the same until such time and other applicable charges have been paid, and such storage charges have been paid, and such storage costs or tie-down costs of said

aircraft and other applicable charges shall be paid by tenant as set forth in Section 14.08 of the Arlington Municipal Code.

22. There shall be assessed and the tenant shall pay upon any installment of rent or portion thereof not paid within 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 the 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 total.

**IN WITNESS WHEREOF**, we have signed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
**CITY OF ARLINGTON**

Date of Agreement: \_\_\_\_\_

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_

Aircraft Information: \_\_\_\_\_

\_\_\_\_\_

Parking Space Number \_\_\_\_\_

Account Number \_\_\_\_\_

**OFFICE USE ONLY**

\_\_\_\_\_

\_\_\_\_\_