

Deer Park Municipal Airport Tie-Down Lease Agreement

THIS LEASE is entered into by and between City of Deer Park, hereinafter referred to as "Lessor" or "City" and _____, hereinafter referred to as "Lessee".

1. **Lease of Space:** Lessor agrees to lease to Lessee tie-down space located in areas designated by the Airport Manager at the Deer Park Airport. The space shall be used and occupied by Lessee for the storage of the following aircraft:

AIRCRAFT MAKE, MODEL, AND YEAR: _____

N#: _____

COLOR(S): _____

REGISTERED OWNER: _____

other aircraft owned or leased by Lessee (substitute aircraft), provided Lessee has notified Lessor, in writing, of Lessee's intent to store substitute aircraft in the space. Lessee shall provide the City of Deer Park proof of aircraft registration with the State of Washington as per RCW 47.68.250. The City is obligated by law to report to the Washington State Department of Transportation, Aviation Division, the aircraft "N" number and owner name and address of those not yet registered.

2. **Term:** The term of this Lease Agreement shall commence on the date identified below as the "Lease Commencement Date", and continue from month-to-month thereafter unless terminated under provisions of this Lease Agreement. Either party may cancel this Lease Agreement without cause upon 30 days written notice
3. **Rent:** Lessee shall pay a monthly rental fee of \$_____ per month for remote tie-down. The City of Deer Park will not issue billing statements. Rent is due on or before the 1st day of the month. Rent not paid by the 10th of the month shall be deemed delinquent and a penalty of Ten Dollars (\$10.00) shall be assessed against each delinquent monthly installment. The monthly rental amount is subject to annual adjustment by the City of Deer Park.
4. **Use of Space:** Lessee shall occupy a reserved space in designated long-term tie-down area. Lessee shall have the right to use tie-down anchors for parking aircraft. All equipment used to secure the aircraft to tie-down anchors shall be provided by Lessee. If

the Lessee chooses to use existing tie-down ropes or chains, which have been left by others, the Lessee does so at Lessee's own risk. Lessee assumes all responsibility for any property damages or injuries that may arise from the use of the existing ropes, chains, or anchors. It shall be the Lessee's responsibility to properly park and secure Lessee's aircraft. Lessee shall not leave any vehicles parked in a tie-down space. Vehicles left in a tie-down space or on the airport ramp may be towed at owner's expense.

5. **Indemnity:** Lessee agrees that it will hold the City of Deer Park harmless from any claims or demand, of any nature whatsoever, arising from the Lessee's use of any facility at the Deer Park Municipal Airport. The Lessee hereby assumes all risk of loss or damage to the Lessee or its property arising from any cause whatsoever, except for loss or damage arising from the intentional or negligent acts of the City of Deer Park or its agents or employees who are acting within the scope of their agency or employment.
6. **Airport Rules and Regulations:** Lessee agrees to comply with the Deer Park Airport Rules and Regulations ("Rules") as are presently in effect and as the same may in the future be amended. A copy of the current Rules has been provided to and reviewed by Lessee.
7. **Default:** If rent is 60 or more days in arrears, the City shall attach notification to aircraft and notify Lessee by registered mail at his/her last known address. If Lessee fails to comply with the terms of this Lease Agreement, the City of Deer Park reserves the right to place chains, ropes, or locks on aircraft to secure aircraft within the airport facility so that the aircraft is in the possession and control of the City and cannot be removed from the airport. Lessee shall have the right to contest charges, pay airport charges owed or commence legal proceedings. Actions of the City and notices related to defaults shall comply with RCW 14.08.122 and this Lease Agreement. If account is not contested or paid in full in ninety (90) days from the time notice was attached to the aircraft, the aircraft may be sold at public auction to satisfy the airport charges. Charges shall continue to accrue during the time the account is being contested. Charges of the City shall include, but not be limited to, charges for Airport Manager time, City staff time, reasonable attorneys fees incurred by the City, and all other costs incurred by the City to process and/or litigate the default and collect all rents and charges due.
8. **Notices:** Notice given by one party to the other in connection with this Lease Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested to the last known address:

Deer Park Municipal Airport
City of Deer Park
PO Box F
Deer Park, WA 99006
(509) 276-3379

Lessee:

9. **Waiver:** The waiver by either party of any covenant or condition of this Lease Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
10. **Entire Agreement:** This Lease Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties with respect thereto. This Lease Agreement may be amended only by an agreement in writing signed by the parties.
11. **Governing Law and Venue:** This Lease Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any legal action arising out of the existence of this Lease Agreement shall be in Spokane County Superior Court.
12. **Lease Commencement Date:** The Lease Commencement Date shall be the _____ day of _____, 20____.

APPROVED BY THE CITY OF
DEER PARK:

DATED: _____

By: _____
Airport Manager

[Print Name]

APPROVED BY LESSEE:

DATED: _____

By: _____

[PRINT NAME]