

Assigned Space



STORAGE AGREEMENT

(Required for storage of aircraft in City Aircraft Storage Areas)

Application for: Row **Y/Z** Enclosed Hangar Row **J** Enclosed Hangar Row **H** Enclosed Hangar
 Row **C** Open T-Hangar Row **D-G** Open T-Hangar Tie-down Vehicle Parking Storage Unit

Best Contact Phone: _____ Applicant Name: _____

Mailing Address: _____

City, State, Zip: _____

Email (required for invoicing and facility updates): _____

Emergency Contact: _____ **Phone:** _____

Aircraft Make/Model: _____ Aircraft Color: _____ FAA Registration: N _____

The Applicant hereby requests the above type of aircraft storage space from the City in which to store the above-listed aircraft and in consideration of this request being granted, agrees to the following:

**Return original to 2143 E St NE, Suite 1, Auburn, WA 98002 or email to airport@auburnwa.gov
Make checks payable to: City of Auburn**

***** **Airport Administration Use Only** *****

Attach copies of applicable documents

- | | |
|--|---|
| <input type="checkbox"/> FAA Aircraft Registration | <input type="checkbox"/> Driver/Vehicle Permit |
| <input type="checkbox"/> WSDOT Aircraft Registration | <input type="checkbox"/> Copy of Valid Picture ID |
| <input type="checkbox"/> Invoice # _____ | <input type="checkbox"/> Insurance Certificate |
| Gate Card #(s) _____ | |

Approved by

Airport Manager (or designee)

Date signed



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 City of Auburn 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 rentals, Tenant shall pay a security deposit equal to two basic months' rent plus a last month's rent payment. 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 and is due on the first day of each month. 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 30 calendar days.

Payments should be sent to:

**City of Auburn
2143 E St. NE, Suite 1
Auburn, WA 98002**

RENTAL ADJUSTMENT:

City of Auburn 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 City of Auburn at its discretion and gives City of Auburn 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 City of Auburn by the 15th day of the 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, City of Auburn's acceptance of this late charge shall not constitute a waiver of Tenant's default.

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

Payment 60 Days Past Due: Tenant will receive a Final Notice by regular and certified mail to address on file. The tenant's access to airport will be suspended and a prop lock or other device installed on aircraft. Tenant must pay all past due amounts within 30 days of notification.

Payment 90 Days Past Due: City of Auburn will terminate Tenant's lease agreement, remove aircraft from hangar, any other items located in the hangar will be stored at owner's expense up to 30 days, and the debt owed will become a lien against Tenant's aircraft. The City of Auburn 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.

COLLECTION COSTS:

Tenant shall bear all costs and expenses incurred by City of Auburn 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 which is outlined in the City of Auburn's Annual Fee Schedule.

4. **TERMINATION:** This Agreement may be terminated by either City of Auburn 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:
**City of Auburn
2143 E St. NE, Suite 1
Auburn, WA 98002**
- Sending an e-mail to:
airport@auburnwa.gov

Acceptance by City of Auburn of rent after such termination shall not result in a renewal of this Agreement, nor affect City of Auburn's right of re- entry or any rights of City of Auburn 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 City of Auburn 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 Tenant acquires additional or new aircraft; receives a new Washington State Registration number for their current aircraft; or wishes to store a different aircraft in their hangar, they must notify City of Auburn of the change and provide a valid Washington State Registration number and insurance policy with City of Auburn as a named insured for each alternate aircraft within 30 days.

6. RULES, REGULATIONS, AND AIRCRAFT

REGISTRATION: Tenant shall comply with all federal, state, and local laws that govern use and activities at the Auburn Municipal Airport. Furthermore, Tenant shall abide by all Airport Rules and Regulations (copies of which are available online at auburnmunicipalairport.com or at the airport office). Failure to comply with these rules and regulations may result in termination of this Agreement. As a condition of renting a hangar or tie-down, Tenant must provide the City with proof of aircraft registration pursuant to RCW47.68.250. 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:

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

- Any hangars leased at Auburn Municipal Airport are to be used solely for aeronautical purposes per FAA policy (81 FR 38906). 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), Preventive 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 any and 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 City of Auburn. A replacement fee of \$45 will be charged for lost or damaged locks. A replacement fee of \$10 will be charged for lost or damaged keys.

TIE-DOWN SPACE:

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 his or her 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. An approved lock box and/or ladder may be placed in the space.

Parking of derelict aircraft is prohibited on airport property. Derelict aircraft is defined as an aircraft that is not in active restoration, construction, or maintenance or does not have a current Registration and Airworthiness Certificate. The tow-away, removal, or storage of any such aircraft or components thereof shall be at the owner's sole cost and expense and without liability to the City of Auburn.

The aircraft owner or operator is solely responsible for containing any and 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:

Unless approved in writing by the airport manager 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 City of Auburn within 30 days. In the event a tenant sells their aircraft, the tenant will be allowed sixty (60) days to acquire another aircraft before the Hangar Lease Agreement is terminated. All terms and conditions of this lease will remain in effect during any such allowed period. Hangars do not transfer with new aircraft ownership.

NOTIFY CITY OF AUBURN OF DEFECTS:

Tenant shall report to City of Auburn any defects in the Hangar or Tie-Down area which in the Tenant's opinion requires maintenance. An inspection and move-in condition report of lease area shall be completed by Tenant and Airport Operations Staff prior to move-in.

KEEP PREMISES CLEAN:

Tenant shall keep the Hangar or Tie-Down area clean and free of debris and 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 City of Auburn.

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

Tenant shall not make any modifications, alterations, post signs or otherwise change any part of the Hangar, asphalt outside of hangar, or tie-down area without the prior written approval of City of Auburn.

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 City of Auburn, Tenant 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.

8. LANDLORD'S RIGHTS & OBLIGATIONS

GOOD REPAIR:

City of Auburn shall keep the Hangar and Tie-Down area in good condition and repair.

PROVIDE ACCESS:

City of Auburn shall provide access to the Hangar or Tie-Down area and to the public ramps, taxiways, and runways at the airport.

KEEP PREMISES CLEAN:

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

MAINTAIN HANGAR STRUCTURE:

City of Auburn 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 City of Auburn 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.

REGULATE/DEVELOP/IMPROVE:
City of Auburn may regulate, develop, improve, reconstruct or modify the Hangar or Tie-Down areas in its sole and absolute discretion.

PROVIDE NO ADDITIONAL SERVICES:
City of Auburn 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:
City of Auburn reserves the right to periodically open and inspect the Hangar or Tie-Down area.

9. **INDEMNIFICATION AND HOLD HARMLESS:**
Tenant shall protect, indemnify and save City of Auburn, its elected and appointed officials, agents, representatives and employees while acting within the scope of their duties as such, harmless 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 City of Auburn.

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 :** (*Insurance is not required for Tie-Down leases.*)

- **For Hangars:** Tenant shall maintain Aircraft Liability Insurance in the amount of one million dollars (\$1,000,000.00) during the term of this Agreement.
- The policy shall cover or be endorsed to cover City of Auburn, its officers, officials, employees and agents as additional insureds.
- Tenant shall provide a certificate of insurance showing City of Auburn as an additional insured. This certificate should read:

Additional Insured:
City of Auburn
2143 E St. NE, Suite 1
Auburn, WA 98002

By requiring such minimum insurance, the City of Auburn shall not be deemed to have assessed the risks applicable to Tenant under this Agreement. Tenant 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:** City of Auburn 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 any cause whatsoever. In the event of damage or destruction to the Airport or Hangar, City of Auburn shall be under no obligation to provide substitute Hangar or Tie-Down space to Tenant.
12. **WAIVER:** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. Failure of City of Auburn 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.

13. **NOTICE:** For all purposes under this Agreement where notice is required, notice shall be given by Tenant as outlined below, unless directed otherwise.

Send a letter to:

City of Auburn
2143 E St. NE, Suite 1
Auburn, WA 98002

Send an email to the Airport at:
airport@auburnwa.gov

14. **JURISDICTION, DISPUTE RESOLUTION, ATTORNEY FEES:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. City of Auburn 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 King 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 Landlord. In signing this Agreement, Tenant acknowledges that all unpaid rents shall constitute a lien on the above identified aircraft.

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

TENANT:

By _____
Tenant Signature

Date

Printed Name

CITY OF AUBURN:

By _____
Airport Manager (or designee)