

**PIERCE COUNTY
THUN FIELD AIRPORT**

16915 103rd Ave. E. | Puyallup, WA 98374 | (253)798-3779

AIRCRAFT HANGAR / TIE-DOWN AGREEMENT

TENANT INFORMATION

Name:		Business Name:	
Address:			
City:	State:	Zip Code:	
Home Phone:	Email:		
Cell:	Work Phone:		

AIRCRAFT & INSURANCE

Year / Make / Model:	
Tail Number:	Color:
WA State Aircraft Registration Number <i>(required for airports in WA State)</i> :	
Insurance Policy Number:	Expiration Date:
Insurance Agency & Phone:	

Proof of insurance, naming Pierce County as an Additional Insured, must be included with your lease application (hangars only). See contract Sect. 11 on page 6 for details.

Proof of your WA State Aircraft Registration or Exemption must be included with your lease application.

<http://www.wsdot.wa.gov/aviation/Registration/Program.htm>

Please note: Tenant information section must match your registration and insurance documents.

RENTAL FACILITY TYPE

Hangar or Tie-Down Type	Unit Number	Monthly Lease Rate	12.84% Leasehold Excise Tax	Total Monthly Cost (with excise tax)
<input type="checkbox"/> Regular Tie-Down		\$54.73	\$7.03	\$61.76
<input type="checkbox"/> Large Tie-Down		\$74.45	\$9.56	\$84.01
<input type="checkbox"/> T Hangar (40 ft door) Units 1 – 50		\$198.55	\$25.49	\$224.04

ONE-TIME CHARGES

Security Deposit	Equal to One Month's Rent
Lease Application Fee <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Non-refundable fee for new & returning customers only)</i>	\$25.00

FOR PIERCE COUNTY OFFICE USE

Unit Number:	Lease Start Date:
Customer Number:	
Contract Number:	
	Security Deposit: \$
	Deposit Invoice Number:

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 Pierce County 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.

a. PRO-RATED RENT:

Should the effective date of this Agreement be other than the first day of a month, the first month's rent will be divided by 30 and rent (plus leasehold tax) will be charged from the lease start date through the last day of that month.

b. SECURITY DEPOSIT:

For hangar and tie-down rentals, Tenant shall pay a security deposit equal to one month's rent and Washington Leasehold Excise Tax. 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.

c. RENT DUE DATE:

All rent is paid in advance and is billed on the first day of each month. Rent is due 30 days after the date of the invoice.

Payments should be sent to:

Pierce County Finance Dept.
950 Fawcett Avenue, Ste. 100
Tacoma, WA 98402-5063

d. RENTAL ADJUSTMENT:

Pierce County 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 Pierce County at its discretion.

a. LATE PAYMENTS:

Any rent or other sums due under this Agreement not received by Pierce County by the due date 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.

Pierce County's acceptance of payment of this late charge shall not constitute a waiver of Tenant's default.

Additionally, all delinquent rent and all late charges not paid when due may bear interest at a percentage rate equal to the lesser of:

- i. one and one-half percent (1.5%) per month, or
- ii. the maximum rate permitted under applicable laws.

b. AIRPORT'S RELOCATION AND SEIZURE/IMPOUND REMEDIES:

If Tenant owes any amount, whether it be Rent or other charges due under this Agreement, that is 30 days or more past due, the Airport manager, may elect to exercise one or more of the following remedies pursuant to authority in RCW 14.08.122 and in accordance with regulations and procedures set forth in RCW 14.08.122 as adopted by Pierce County Code 5.40.070 and published in Airport Rules and Regulations and posted in the office of the Airport manager:

- iii. Relocate Tenant's aircraft, at the Airport manager's discretion, to any area within the control of Pierce County or relocate for storage with private persons who will serve as bailees of the Airport.
- iv. Lock-down, seize, impound and potentially sell Tenant's aircraft.

If Pierce County has elected to exercise the aircraft impound remedy, Tenant's payment of all airport charges owing may release Tenant's aircraft from impound but will not entitle Tenant to continued tenancy at the Airport unless otherwise agreed by Pierce County pursuant to a written agreement.

In no event will Tenant's payment of past due amounts provide Tenant the right to continued tenancy if Pierce County wishes to exercise its right to terminate this Agreement pursuant to Section 4.

c. COLLECTION COSTS:

Tenant shall bear all costs and expenses incurred by Pierce County in enforcing the terms of this Agreement or in the collection of amounts due, including reasonable attorney’s fees.

d. OVERDRAFT FEES:

Payments returned for insufficient funds will be subject to an additional charge of \$25.00.

4. TERMINATION:

This Agreement may be terminated without cause for convenience by either Pierce County or Tenant upon thirty (30) calendar days’ prior written notice to the other. Daily rates shall apply for storage beyond the termination date.

- a. Acceptable methods of Tenant providing written notice of intent to terminate include:
 - Sending a letter to **Planning & Public Works, ATTN: Airport Administrator, 9850 – 64th Street W., University Place, WA 98467.**
 - Completing the termination letter in your Welcome Packet or downloaded from our website www.piercecountywa.org/airport and returning it to **Planning & Public Works, ATTN: Airport Administrator, 9850 – 64th Street W., University Place, WA 98467.**
 - Sending an email to the Airport & Ferry Administrator at PCAIRPORT@co.pierce.wa.us using “Hangar Lease Termination Notice” as the subject line.
- b. Pierce County’s notice to Tenant of intent to terminate shall be provided to Tenant by registered mail, return receipt requested, and an additional copy of the notice by first-class mail, to Tenant at:

Name:

Address:

or his or her last known address, whichever is most recent.

Acceptance by Pierce County of rent after such termination shall not result in a renewal of this Agreement, nor affect Pierce County’s right of re-entry or any rights of Pierce County 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 Pierce County listed as an additional named insured. Billing for your new hangar or tie-down will start on the first day of occupancy.

6. CHANGE IN AIRCRAFT:

If Tenants acquire additional or new aircraft; receive a new Washington state registration number for their current aircraft; or wish to store a different aircraft in their hangar or tie down, they must notify Pierce County of the change and provide a valid Washington State Registration number for each change in aircraft within 10 days. A new insurance policy (hangars only) with Pierce County as a named insured for each change must also be submitted within 10 days.

7. LAWS, RULES & REGULATIONS:

Tenant shall at all times comply with the airport rules and regulations, federal, state, and local laws, ordinances, codes and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to use and activities at Pierce County Airport - Thun Field.

Pursuant to RCW 47.68.250, all aircraft owners must register their aircraft with Washington State Department of Transportation as a condition of renting a hangar or tie-down.

Tenant may access a copy of this RCW at: <http://app.leg.wa.gov/RCW/default.aspx?cite=47.68.250>.

Airport Rules & Regulations are available online at www.piercecountywa.org/airport or at the office of the airport manager). Failure to comply with Airport rules and regulations shall be deemed a material breach of this Agreement.

8. CONDITIONS APPLICABLE TO TENANT'S USE OF PREMISES:

a. HANGAR USE ONLY:

Tenant shall use the hangar to store only the aircraft registered and listed above which is owned or leased by Tenant.

- Tenants are not authorized to use hangars for overnight stays or any other non-aeronautical use.
- While aircraft is being used, tenant may park their registered vehicle in the hangar.
- 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), Preventative 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 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.

b. FACILITY LOCK:

Tenant shall not lock the hangar with any lock other than the lock supplied by Pierce County. A replacement fee of \$25 will be charged for lost or damaged keys or locks.

c. TIE-DOWN SPACE ONLY:

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 the 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. While aircraft is being used, tenant may park their registered vehicle in the tie-down area leased to the Tenant.

The aircraft owner or operator is solely responsible for containing 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.

d. NO SUBLEASE OR ASSIGNMENT:

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 no longer have an operational aircraft to store must inform Pierce County within 10 calendar days.

e. SUBORDINATION:

This lease shall be subordinate to the provisions of any existing or future agreement between the Pierce County and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

f. NOTIFY PIERCE COUNTY OF DEFECTS:

Tenant shall report to Pierce County any defects in the hangar or tie-down area which, in the Tenant's opinion, require maintenance. An inspection and move-in

condition report of lease area shall be completed by Tenant and airport operations staff prior to move-in.

g. PET PRIVILEGES:

Tenant shall keep all pets on a leash at all times except when such pets are inside a hangar with the doors closed. No pets shall be permitted to be upon the airport premises except when on a leash and attended by an adult.

Tenant shall be responsible for the cleanup and disposal of all pet waste using proper waste receptacles. Failure to follow these pet standards will result in loss of pet privileges on airport property.

h. KEEP PREMISES CLEAN:

Tenant shall keep the hangar or tie-down area clean and free of personal property and 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 Pierce County.

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

Tenant shall not make any modifications or alterations, post signs, or otherwise change any part of the hangar or tie-down area without the prior written approval of Pierce County. Pierce County reserves the right to remove such modifications or improvements and restore the hangar or tie-down to its original condition at the sole expense of the Tenant plus an additional twenty percent (20%) administrative fee.

j. 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.

k. RESPONSIBILITY TO RELOCATE:

In response to prior written or verbal notice from Pierce County, Tenants shall promptly

relocate their aircraft to a designated hangar or tie-down to accommodate further development, improvement, construction, emergencies, or other events at the airport.

l. MAINTAIN GATE CARD SECURITY:

Tenant shall maintain gate card security and not allow access to the field by non-authorized parties.

m. 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.

n. ENVIRONMENTAL COMPLIANCE:

Tenant and Tenant's employees, agents, representatives, passengers, guests, and other invitees shall comply with all federal, state, and local laws, rules, and regulations related to environmental protection, hazardous substances, contamination, remediation, or cleanup; and upon request, Tenant shall furnish proof thereof to Pierce County. In the event of failure to comply, Tenant shall be solely responsible for all costs and expenses arising out of such failure, including but not limited to cleanup, remediation, fines, and penalties; and shall protect, defend, indemnify, and hold Pierce County harmless therefrom to the maximum extent allowed by law. 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.

9. SCOPE OF LANDLORD'S RESPONSIBILITIES:

a. GOOD REPAIR:

Pierce County shall keep the hangar and tie-down area in good condition and repair.

b. PROVIDE ACCESS:

Pierce County shall provide access to the hangar or tie-down area and to the public ramps, taxiways, and runways at the airport.

c. KEEP PREMISES CLEAN:

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

d. MAINTAIN HANGAR STRUCTURE:

Pierce County shall maintain, at no cost to Tenant, the hangar structure, its exterior, roof, door, and windows, as well as electrical, water, and sewer systems. Doors installed by a tenant or improvements made to the hangars by tenants will not be maintained by the County and will be the sole responsibility of the tenant who made the installation.

Doors or other improvements installed by a tenant shall be removed by that tenant upon the County's request with 30 days' notice. Additionally, the tenant shall restore the surrounding hangar structure and ground to its condition prior to the tenant improvements.

The costs of removal will be the responsibility of the tenant who installed said door or improvements. If the door or improvements are not removed within 30 days of the County's request, they will be removed by the County and the removal and disposal costs will be charged to the tenant.

e. DAMAGE BY TENANT:

Damage by Tenant shall be repaired by Pierce County 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 above.

f. REGULATE/DEVELOP/IMPROVE:

Pierce County may regulate, develop, improve, reconstruct, or modify the hangar or tie-down areas in its sole and absolute discretion.

g. PROVIDE NO ADDITIONAL SERVICES:

Pierce County 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.

h. RIGHT TO INSPECT:

Pierce County reserves the right to periodically open and inspect the hangar or

tie-down area.

10. INDEMNIFICATION AND HOLD HARMLESS:

Tenant shall protect, indemnify, and hold harmless Pierce County, its elected and appointed officials, agents, representatives, and employees while acting within the scope of their duties as such, 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 Pierce County. 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.

11. INSURANCE [HANGARS ONLY]: *Insurance is not required for tie-down leases.*

- For hangar leases, Tenant shall maintain aircraft liability insurance in the amount of one million dollars (\$1,000,000.00) during the term of the Agreement.
- The policy shall cover or be endorsed to cover Pierce County, its officers, officials, employees, and agents as additional insureds.
- Tenant shall annually provide a certificate of insurance or a copy of the policy as evidence of the insurance protection provided that shows Pierce County as an additional insured. This certificate should read:
 Additional Insured:
Pierce County
9850 – 64th Street W.
University Place, WA 98467

By requiring such minimum insurance, the County shall not be deemed to have assessed the risks applicable to Tenant under this Agreement. Tenants 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.

12. NO LIABILITY TO TENANT & PROPERTY:

Pierce County 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 water, rain, snow, ice, sleet, fire, storms, acts of God, or accidents caused by third parties or by breakage, stoppage, or leakage of utilities on or adjacent to the premises, or any damage or loss for any cause whatsoever to Tenant's aircraft identified above. In the event of damage or destruction to the airport or hangar, Pierce County shall be under no obligation to provide substitute hangar or tie-down space to Tenant.

13. NOTICE:

For all purposes under this Agreement where notice is required, notice shall be given by Tenant to **Pierce County Planning & Public Works, ATTN: Airport Administrator**, as outlined below, unless directed otherwise:

- Send a letter to **Pierce County Planning & Public Works, ATTN: Airport Administrator, 9850 – 64th Street W., University Place, WA 98467.**
- Send an email to the Airport & Ferry Administrator at PCAIRPORT@co.pierce.wa.us.

14. WAIVER:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. Failure of Pierce County 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.

15. JURISDICTION, DISPUTE RESOLUTION, ATTORNEY FEES:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and venue shall be Pierce County. Tenant agrees 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 Pierce 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.

16. 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.

17. MUTUAL AGREEMENT & SURVIVAL:

The foregoing conditions are mutually agreed to by Tenant and Pierce County. In signing this Agreement, Tenant acknowledges that all unpaid rents shall constitute a lien on the above identified aircraft.

