

AUBURN AIRPORT

AIRCRAFT TIE DOWN SPACE LEASE

FOR AND IN CONSIDERATION OF THE MUTUAL BENEFITS AND UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN, The City of Auburn, hereinafter called "Lessor", and the undersigned individual(s), herein after called "Lessee", agree as follows:

1. Location. Lessor agrees to lease to the Lessee tie down space number _____, located at Auburn Municipal Airport, 400 23rd St. NE, Auburn WA 98002.

2. Duration. This agreement shall be on a month-to-month basis.

3. Relationship of the Parties. This agreement creates a relationship of landlord and tenant between Lessor and Lessee. This is an agreement for ground rental only for parking the herein-described aircraft, and does not include services of any kind or description. The Lessee assumes full responsibility for the proper tying-down of his aircraft and Lessor and its employees and agents shall have no responsibility in such regard or for the discovery or failure of Lessee to do so. Also, in consideration of granting this lease, the Lessee hereby waives all claims for damages against the Lessor and agrees that Lessee will not hold the Lessor and employees, or agents responsible for any damages sustained by Lessee or Lessee's property from whatever cause. The Lessee shall indemnify and hold the Lessor, its employees, and agents harmless against any loss, damage, liability, cost and expenses, including attorney fees, which the Lessor may sustain resulting in any manner connected with the use and occupancy of the space so leased; PROVIDED, that the provisions of this paragraph shall not apply in the event Lessee suffers damages as a result of negligence on the part of Lessor or of its employees or agents.

4. Rent. In consideration of the granting of this lease, the Lessee agrees to pay rent as follows:

A. Rate. The rate each month shall be \$_____, plus any applicable taxes required to be collected, PROVIDED, however, said rate may be changed at any time by the Lessor, at any regularly scheduled City Council Meeting, said change shall automatically go into effect upon written notification of at least thirty days to Lessee.

B. Payment in Advance. Lessee shall pay first and last months rent. Lessee shall pay rent in advance on a monthly basis. Last months rent will be held to insure full payment plus cover any damages. The last month's rent shall not accrue interest.

C. First Month Prorated. If the effective date of this agreement is any date between the first day of each month, to and including the 15th day of each month, Lessee shall pay for the full month. If the effective date of this agreement commences the 16th day of the month and thereafter until the end of the month, Lessee shall pay one-half the monthly rate.

Airport Tie Down Space Lease

June 1st, 1999

Page 1

L/Legal/Agree/Airport Tie Down

5. Termination. This lease may be terminated as follows:

A. Mutual. Either party may terminate this lease without cause by giving written notice that is received by the other party more than thirty (30) days prior to the scheduled termination date. Termination is only allowed to be effective on the 15th day of any month or the last day of any month.

B. Termination by Lessor. Lessor reserve the right to summarily terminate this agreement and any rights of the Lessee or Lessee's sub-lessee upon any violation of this agreement. Termination by the Lessor under such conditions shall not prejudice the right of the Lessor to collect all money owing for whatever has been provided in exchange for the debt incurred.

6. Sub-leasing. Lessee may sub-lease only under the following conditions:

A. Said sub-lease must be approved by the Lessor in writing.

B. The sub-lease shall be for a period of time not to exceed six (6) consecutive months (a 90 day hiatus between sub-leases is required in order to be deemed non-consecutive).

C. Total sub-leases may not exceed a period of six (6) months in any given calendar year.

D. Lessee can only charge the rate fixed in this agreement or by later amendment by the Lessor.

7. Assignment. Lessee shall not assign or otherwise transfer Lessee's interest in this agreement other than through sub-leasing as described in paragraph 6.

8. Non-payment of Rent. If at any time Lessee fails to pay rent accruing to the Lessor and such amount totals thirty (30) days arrearages, then the parties agree that the Lessor, without any advance notice, may take possession of the aircraft placed by Lessee in the Lessee's tie down space and store the same at such place and in such place and in such a manner as Lessor may deem desirable, including but not limited to the tying-down of the aircraft at any parking space and chaining and locking same until such time as all rentals and other applicable charges have been paid, and such costs of storage or tie-down costs of said aircraft and other applicable charges have been paid by Lessee. During any period of such storage, Lessor shall not be held liable in any manner for the safekeeping and condition of the aircraft so stored. After sixty (60) days from the date when the Lessor takes possession of an aircraft and sends notice thereof by certified mail, return receipt requested, to the address listed below or any subsequent address on file with the Lessor, the aircraft may be sold for public auction. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the Lessor may have by virtue of statute or otherwise. In any action of proceeding for the collection of any sums which become payable

according to this lease, the Lessee agrees to pay the Lessor a reasonable sum for Lessor's expenses and attorney's fees, if Lessor is the prevailing party. In addition, Lessee agrees to pay a one (1) percent per month penalty fee on all overdue rental payments.

9. Changes to Lease. The lessor shall have the continuing right to review, amend and modify the terms and conditions of this agreement; PROVIDED, however, all changes to this agreement shall be made by the Lessor at a regularly scheduled City Council Meeting, and no change shall go into effect until thirty (30) days after notification to the Lessee.

10. Rules and Regulations. Lessee shall abide by all rules and regulations of the Lessor now in force or hereafter amended, **as provided by City Ordinance section 12.56 as amended pertaining to** Auburn Municipal Airport and all other laws pertaining to the Airport whether federal, state, or local.

11. Maintenance. No repairing or overhauling of any aircraft or equipment shall be conducted in said **tie-down space**, except those permitted by Auburn's Fire Marshall and the Uniform Fire Code.

12. Location Reassignment. The Lessor reserves the right to temporarily reassign or permanently reassign Lessee a different tie down space at the Airport to accommodate repairs, improvements, maintenance, construction, emergencies, or where necessary to permit maximum efficient public utilization of the Airport facilities. Lessee agrees not to set his parking brakes while tied down and to allow Lessor, its employees and agents to relocate Lessee's aircraft as it becomes necessary in this regard.

13. Non-waiver. Nothing contained in this agreement shall be construed as a waiver by the Lessor of any rights and privileges created by this agreement nor a waiver of any other right or remedy under the laws of the State of Washington.

14. Condition of Space. Lessee shall at all times keep the rental space neat, clean, and orderly, and will at all times preserve the space in as good a condition and repair as the same is or may hereafter be put to, reasonable use and wear, damage by natural elements excepted. Lessee shall dispose of all waste material, litter, trash, garbage, throwaway or disposable articles of any kind in proper receptacles.

15. Notice of Change of Aircraft or Address. Lessee agrees to notify the Lessor within ten (10) days of any change in aircraft and or address of Lessee.

16. Paragraph Headings. The captions and paragraph headings in this agreement are for the convenience of the parties and do not limit, restrict or otherwise amend the text language or any sentences or paragraphs.

17. Notices to Lessee. Billings and notices to Lessee will be mailed to Lessee at the address set forth below. If Lessee desires to have billings and notices sent to another address, Lessee must notify the Lessor in writing. All billings and notices shall be deemed sent to Lessee upon first class mailing with proper postage affixed by the Lessor.

18. Severance Clause. If any portion, clause, condition and/or covenant of this lease is declared by a court of competent jurisdiction to be unenforceable, the remaining portion, clauses, conditions and/or covenants herein shall remain in full force and effect and fully enforceable for the duration of the leasehold herein.

19. Signature. By signing in the spaces below, the LESSEE ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREES TO THE CONTENTS OF THIS AGREEMENT.

LESSEE: _____ LESSOR BY: _____

Title: _____

Name: _____ Effective Date: _____

Address: _____ Date Terminated: _____

Phone: _____

Aircraft Number: _____

Aircraft Type: _____

Aircraft Colors: _____

Space Number: _____

Initial monthly rental payment upon the effective date of this agreement is:

\$ _____ rent, plus

\$ _____ Washington State Leasehold tax, equals \$ _____ total monthly payment.