



PUBLIC WORKS DEPARTMENT  
Jon Hutchings, Public Works Director  
(360) 354 - 3446

## LYNDEN MUNICIPAL AIRPORT AIRCRAFT TIE DOWN RENTAL AGREEMENT

This TIE DOWN RENTAL AGREEMENT (the "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the City of Lynden ("Landlord") and \_\_\_\_\_ ("Tenant"). In consideration of the mutual covenants and agreements contained herein to be performed by the respective parties, and in consideration of the rental hereinafter designated to be paid, Landlord hereby rents the below described Tie Down Space at the Lynden Municipal Airport (the "Airport") unto Tenant, its successors, grantees and assigns.

1. **Tie Down Space Number ("Premises"):** \_\_\_\_\_

### 2. Description of Aircraft.

The Premises shall be used and occupied by Tenant for the storage/parking of the following described aircraft:

Make/Model/Color \_\_\_\_\_

Registration No. \_\_\_\_\_ (the "Aircraft"), or any other similar aircraft owned or leased by Tenant the ("Substitute Aircraft"); provided that Tenant shall first provide Landlord with a description and registration number for the Substitute Aircraft and obtain the written consent of Landlord to store the Substitute Aircraft at the Premises. All provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

### 3. Term.

The term of this Agreement shall commence on the agreement date and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement.

### 4. Rent.

For the use of the Premises, Tenant shall pay the Landlord the current base monthly fee plus all applicable leasehold taxes (a variable rate currently at 12.84%) for a total monthly payment of \$ \_\_\_\_\_. Additionally, **first and last month's rent shall be paid in full by the date of occupancy.** Each monthly payment shall be payable in advance before the first day of each month. Monthly payments shall be made payable to the City of Lynden and shall be forwarded to:

City of Lynden Public Works Department  
Attn: Airport  
300 4<sup>th</sup> Street  
Lynden, Washington 98264

Tenant will receive a billing notice for said rent each month and will be responsible for paying the rent and leasehold taxes in full, as described above. In the event that this Agreement begins on or is terminated on any date other than the first day or last day of a calendar month, the applicable rentals, taxes, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the Premises were occupied by the Tenant.

#### **5. Rental Rate Adjustment.**

The monthly rental rate is established each year by the Landlord. Rates shall be adjusted so as to maintain a fair rental rate. Subsequent to such review, new monthly rental rates will be published in the City of Lynden Unified Fee Schedule. Rental rates will also be adjusted according to the current leasehold tax rate.

#### **6. Late Payment of Rent – Penalty and Interest.**

If the Tenant makes any monthly payments more than ten (10) days after the payment is due and owing, a late fee will be assessed as established in the Unified Fee Schedule. In addition, the Landlord reserves the right to assess interest on past due rent payments at a rate of one and one-half percent (1.5%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due.

#### **7. Bad Checks.**

A handling fee will be assessed for each check returned for insufficient funds, as established in the Unified Fee Schedule. This is in addition to any applicable charges for late payment as described in Section 6.

#### **8. Disclaimers.**

Tenant hereby acknowledges that Tenant has inspected the Premises and accepts the Premises on an “as is” basis. Landlord expressly disclaims and Tenant accepts such disclaimers on any warranty, either express or implied of the condition, use, or fitness of the tie down rings, ropes or chains used to secure any Aircraft, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure its Aircraft. Tenant further accepts and recognizes that it or its agents are responsible for setting parking brakes, placing chocks and tying down and checking the Aircraft and Tenant accepts full responsibility for properly securing its Aircraft.

#### **9. Obligations of Landlord.**

Landlord will maintain the structural components of the Premises. Tenant shall have at all times the right of ingress to and egress from the Premises. To ensure this right Landlord shall make all reasonable efforts to keep adjacent areas to the Premises free and clear of all hazards and obstructions, natural or manmade.

#### **10. Obligations of the Tenant.**

- a. Storage. The Premises shall be used only for parking of the Aircraft identified herein unless otherwise approved in writing by the Landlord or its designated representative.
- b. Use of Premises. The Premises are for storage of Tenant’s Aircraft and shall not be used for commercial repairs or maintenance. Painting, other than minor touch up of Aircraft by the Tenant, and major aircraft repairs are prohibited within the tie-down

areas unless otherwise approved by the Landlord and the local Fire Official. Storage of boats, campers, or other non-aviation items on the Premises may only be allowed temporarily and with the permission of the Landlord. Tenant will be allowed to park their car on the rented premises during such time that the Tenant is using the Aircraft. Long-term parking may be acquired under separate Agreement. Maintenance activities, including those provided by Federal Aviation Regulations, may be permitted subject to approval by the Landlord and the appropriate Fire Official.

- c. **Derelict Aircraft.** Indefinite storage of non-operational aircraft, commonly called “derelict aircraft” is prohibited. Owners of aircraft in serious disrepair, missing parts, or with flat tires, that have not shown signs of progress in assembly for periods exceeding sixty (60) days will be required to submit a schedule of repair to remedy the derelict status. This rental agreement will be automatically terminated for aircraft that remain derelict for greater than 120 days and impoundment proceedings against the aircraft will be initiated.
- d. **Commercial Activity.** Tenant shall conduct no commercial activity of any kind whatsoever in, from, or around the Premises.
- e. **Compliance with Laws.** Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by Federal, State, or Local government agency or by Landlord. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all Federal, State and local laws, ordinances, rules, and regulations protecting the environment. Tenant agrees to keep themselves informed of future changes in the existing environmental laws.
- f. **Indemnification.** Tenant hereby expressly agrees to indemnify and hold Landlord harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Tenant's acts or omissions, or for Tenant's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Tenant agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.
- g. **Obligation on Termination or Expiration.** On the termination of this Agreement, by expiration or otherwise, Tenant shall immediately surrender possession of the Premises and shall remove the Aircraft and all other property therefrom, leaving the Premises in the same condition as when received, ordinary wear and tear excepted. Upon a failure to remove Aircraft or personal property from the Premises following termination of this Agreement, said Aircraft or personal property shall be assumed to be abandoned property and may be disposed of by Landlord in accordance with the laws of the State of Washington.
- h. **Regulatory Review.** Tenant shall be responsible for full compliance with Airport rules and pertinent regulations.

- i. Tenant shall notify the Landlord in writing within ten (10) days of any change in the information in this Agreement and/or in the Application for Airport Services completed in connection with this Agreement and incorporated herein.

#### **11. Termination.**

This Agreement may be terminated by either party by providing thirty (30) days prior written notice of same to the other party. Termination shall be effective no earlier than the thirty-first (31<sup>st</sup>) day following the date of mailing by certified or registered mail to the party's last known address or hand delivery of said notice.

#### **12. Lien for Tenant Breach of Agreement.**

Tenant hereby gives and grants to the Landlord a lien upon, and hereby hypothecates to Landlord, all fixtures, chattels, and personal property of every kind and description now or hereafter to be placed, installed or stored, by Tenant at the Premises, including the Aircraft, and agrees that in the event of any failure on the part of the Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for thirty (30) days of any rent due, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due, or damage sustained by the Landlord, without prejudice to further claims thereafter to arise under the terms hereof. In order to provide notice of sale to enforce the Landlord's lien, the Tenant shall disclose any lien holder or secured parties who have an interest in property that will be stored in the storage space.

#### **13. Sub-Agreement/Assignments.**

Tenant shall not enter into sub-agreements or assignments of this Agreement without the prior written approval of Landlord. The parking of aircraft not owned or leased by Tenant shall constitute a sub-agreement.

#### **14. Insurance.**

Tenant agrees to maintain, at its own expense, for the benefit of itself and Landlord, as additional insured, insurance against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Tenant, its agents and employees. Such policy or policies shall contain a provision whereby Landlord must receive at least thirty (30) days' prior written notice of any cancellation of Tenant's insurance coverage.

Prior to the commencement of this Agreement, Tenant shall deliver to Landlord certificates or binders evidencing the existence of the insurance required herein. Failure to provide proof of the insurance at any time, to the satisfaction of Landlord shall be grounds for termination of this Agreement.

Every aircraft owned or operated by any Tenant and stored at the Premises shall have insurance coverage in amounts not less than the following:

*\$1,000,000 per occurrence/ \$2,000,000 aggregate.*

#### **15. Casualty.**

In the event the Premises or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Premises are not

rendered unusable by such damage. If the Premises are rendered unusable and Landlord elects to repair the Premises, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant, its employees, agents or invitees. If such damage was caused by the Tenant, its employees, agents or invitees the rent shall not abate. If the Premises are rendered unusable and Landlord elects not to repair same, this Agreement shall terminate.

#### **16. Default.**

This Agreement shall be breached if:

- a. Tenant shall default in the payment of any monthly payment hereunder;
- b. Tenant shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after receipt by Landlord or notice thereof from Landlord;
- c. A petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an agreement);
- d. Tenant assigns his/her property for the benefit of creditors; or
- e. Landlord determines after a reevaluation the Tenant is not in compliance with the terms of the Agreement on a routine/consistent basis.

In the event of any breach of this Agreement by the Tenant, Landlord shall, at their earliest option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and any other property of Tenant from the Premises using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Tenant expressly waives the service of any notice. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity including but not limited to court costs and attorney's fees for bringing legal action against the Tenant.

#### **17. Abandonment.**

If the Tenant defaults in the monthly payment of rent and/or leasehold taxes and reasonably indicates by words or actions the intent not to resume tenancy then the Landlord may presume that the tenancy has been abandoned and may follow the procedures established in RCW 59.18.310 to enter the premises, take possession of any property of the Tenant found on the premises, sell said property, and apply the proceeds to any moneys due Landlord, all subject to RCW 59.18.310.

#### **18. Nonexclusive Rights.**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Landlord herein reserves the right to grant similar privileges to another Tenant or other Tenants at the Airport.

#### **19. Governing Law and Venue.**

This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any legal proceedings shall be Whatcom County Superior or District Court.

**20. Relationship of Parties.**

Tenant shall never at any time during the term of this Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or its agents,

**21. Notice.**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

- a. If to Landlord, address to: City of Lynden Public Works  
 Attn: Airport  
 300 4<sup>th</sup> Street  
 Lynden, WA 98264

- b. If to Tenant, address to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Notices shall be deemed to have been received on the date of mailing or hand delivery.

**22. Costs and Attorney’s Fees.**

In the event any unlawful detainer action, lawsuit, or other legal proceeding is commenced pertaining to this Agreement, the prevailing party shall be entitled to recover all of its reasonable costs and attorney’s fees from the other party.

**23. Integration.**

This Agreement constitutes the entire Agreement between parties and as of its effective date supersedes all prior independent agreements between parties related to the renting of the Premises. Any change or modification hereof must be in writing signed by both parties.

**24. Non-waiver of Breach.**

Failure to enforce any provision of this Agreement or any amendment hereto shall not operate as a waiver of said provision or any other provision of this Agreement. In the event of a waiver by either party of any provision of this Agreement, said waiver shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

**25. Severability.**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the Parties.

**26. Successors Bound.**

This Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, assignees, and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LANDLORD: City of Lynden

BY: \_\_\_\_\_  
Jon Hutchings, Public Works Director

TENANT: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_