

**SNOHOMISH COUNTY AIRPORT  
H-5 HANGAR RENTAL AGREEMENT  
(T AND 45' HANGARS)**

<b>HANGAR NUMBER:</b>	<b>AIRCRAFT N#:</b>
<b>EFFECTIVE DATE:</b>	<b>AIRCRAFT MAKE/MODEL/YEAR:</b>
<b>MONTHLY RENTAL RATE:</b> <b>BASE: \$</b> <b>BASIC ELECTRICITY: \$</b> <b>TAX: \$</b> <b>SWMF: \$</b> <b>TOTAL: \$</b>	<b>AIRCRAFT COLOR</b>
<b>WSDOT REGISTRATION NUMBER:</b>	<b>ELECTRICITY METER READING:</b>

**Lessee Name:** \_\_\_\_\_  
**Billing Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Emergency Contact:** \_\_\_\_\_

**PHONE NUMBERS:**  
**Home:** \_\_\_\_\_  
**Work:** \_\_\_\_\_  
**Cell:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**(Lessee agrees to provide the Airport with any changes to address or telephone information.)**

Snohomish County (Airport) hereby leases to the undersigned (Lessee) a hangar for the above-described aircraft on the following terms and conditions. This lease is intended for the storage of Lessee's aircraft (N \_\_\_\_\_) and limited maintenance of the Lessee's aircraft. Storage of hazardous materials or items not supplemental to the aircraft is expressly prohibited.

**1. REGISTRATION –**

Lessee shall provide the Airport with a current copy of the FAA Certificate of Aircraft Registration and a current WSDOT registration number for the aircraft to be stored under this Agreement. If the registration is not in the name of the Lessee, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. All aircraft built by kit or those that are custom built shall complete appropriate Washington State Registration and shall provide a copy to the Airport upon lease of hangar.

Co-ownership: All members of any co-ownership shall be listed as such on this lease. All co-owners must also be listed on the FAA Certificate of Aircraft Registration.

Flying Club Ownership: Flying clubs must provide copies of the flying club bylaws, current insurance documents, and current membership roster to be submitted biannually to the Airport.

Corporate Ownership: In addition to the FAA Certificate of Aircraft Registration, Lessee must provide a copy of the current insurance document and a letter to the Airport Director explaining Lessee's affiliation with the corporation.

**2. AIRPORT RULES AND ACCESS –**

- A. Lessee shall abide by the Rules and Regulations and Minimum Standards, Snohomish County Code, Revised Code of Washington (RCW), Federal Statutes, Federal Aviation Regulations, Uniform Fire Code, and Uniform Building Code.
- B. Hazardous activities such as, but not limited to: smoking, painting, doping, or the other application of hazardous substances are expressly prohibited. Lessee shall abide by all environmental laws regarding the handling, discharge, release or dumping of hazardous materials.
- C. Lessee shall keep the aircraft storage space clean and free of grease, oil, paper, and other debris. All flammables must be stored in a metal container with a tight fitting lid with sump capability at a minimum, or any other Airport approved containment device. As different from flammables, combustible liquids such as lube oil may be stored (See Airport Rules and Regulations.) No additional Label is necessary if company label already indicates flammable liquid or type liquid contained. Flammable storage, including gasoline and petroleum based products (other than inside the aircraft fuel storage tank) is limited to a maximum of ten (10) gallons in each hangar unit. The premises covered by this Agreement shall not be used for the storage of explosive substances or items. Lessee shall maintain the hangar in good, safe condition at all times.
- D. Aircraft shall be removed from Hangar for any activity involving fueling or defueling.

- E. Only locks provided by the Airport may be used on Hangar doors. Lessee shall provide a deposit for the lock(s), core(s), and key(s), shall not have duplicate keys made by anyone other than the Airport, and shall return all lock(s), core(s), and key(s) upon terminating tenancy. Any security deposits on the Hangar will not be returned until all lock(s), core(s), and key(s) are returned.
- F. Lessee agrees to obtain a gate access card by completing the Paine Field Ground Vehicle Training (GVT) Program. Gate cards are non-transferable. Partners and/or family members may obtain their own gate cards by completing an application and GVT training in person at the Airport.
- G. Lessee agrees to provide an adequate oil "drip pan" to be placed under the aircraft engine when not in operation. Any damage caused by excessive oil deposits and all cleaning charges incurred shall be the sole responsibility of the Lessee.

**3. TERM –**

This Agreement shall be deemed a "month to month" tenancy and may be terminated by either party upon giving thirty (30) days notice to the other in writing, prior to the end of any such rental period.

**4. RENT –**

- A. The rent, as listed on page 1 of this Agreement, shall be due on the first day of each month. Rent shall be delinquent if not paid by the fifteenth day of each month. Lessee further agrees to pay, upon demand, any excise or other tax on the leasehold interest. Lessee also agrees to pay a security deposit to the Airport equal to one month's rent.
- B. The non-payment of rent shall be grounds for termination of this Agreement. Lessee shall also be subject to a .333% per day, or a \$35.00 per month, whichever is greater, late fee for a delinquent account. After ninety (90) days, delinquent accounts shall be sent to a collection agency at the Lessee's expense, and shall be responsible for any additional charges in accordance with the Snohomish County collection/termination policies.
- C. The rent, as stated on page 1 of this document, will be subject to periodic adjustments by the Airport, upon ninety (90) days advanced notice.
- D. Hangar units are individually sub-metered for electricity. The base rent for this unit includes \$5.00 per month of electrical usage, and the Lessee agrees to pay any charges over the base electrical fee. The Airport will periodically read the electrical sub-meters and include charges for electrical usage above the base in the following month's billing statement.
- E. All payments received by the Airport shall be credited to the oldest balance due, including rent, accrued finance charges, security deposit increases, and any other charges due the Airport under this Agreement.

**5. HANGER MODIFICATION –**

- A. No structural or electrical modifications, painting or other alterations will be made to the Hangar without an approved Tenant Improvement Form and the prior written approval from the Airport Director.
- B. Lessee shall not attach any hoisting, winching, or holding mechanism to any part of the Hangar or pass any such mechanism over the beams or braces thereof. Floor-mounted electrical retrieval winches, which meet Snohomish County Fire Code requirements, may be installed in Hangars with an approved Tenant Improvement Form and the prior written approval of the Airport Director.
- C. Free standing benches and shelves are acceptable.

**6. ELECTRICAL APPLIANCES –**

- A. Limited electrical appliances are allowed in the Hangar, including portable fans, televisions, refrigerators, radios, dehumidifiers, engine heaters, powered tow-bars, battery trickle chargers, and small air compressors. Any appliance not having an explosion-proof motor, which generates a glow, flame, or spark, must be elevated at least eighteen (18) inches above the floor. No appliances, except refrigerators, dehumidifiers, battery trickle chargers, and engine heaters may remain connected to any electrical receptacle when the Hangar is not occupied. UFC 8506.1
- B. Hangar electrical circuits are rated at approximately twenty (20) amps of electricity. Lessee shall not overload electrical circuits. The Airport will reset a "tripped" breaker one time, yet any instances thereafter will be assessed a \$20.00 charge which will appear on the tenant's next month billing statement.

**7. MOTOR VEHICLES –**

- A. Motor vehicles shall be driven on the aircraft operations area only by a licensed driver at a speed not to exceed the speed limit of fifteen (15) miles per hour. Lessee shall maintain currency of their vehicle registration as well as limits of liability and property damage insurance, as mandated by the State of Washington. Lessee shall be responsible for any employees, agents, or invitees that enter the aircraft operations area, and shall exercise all controls and restraints necessary so as to comply with this Agreement.
- B. Motor vehicle shall be parked in the Lessee's Hangar or in the designated parking spaces only. It is the vehicle owner and/or inviting Lessee's responsibility to abide by all posted motor vehicle signs, traffic structures, and

pavement markings. Motor vehicles parked as to block aircraft access routes between hangars or impede the safe and efficient aircraft operations, shall be towed at the owner's expense.

**8. ENGINE OPERATION –**

No aircraft engine shall be operated inside a Hangar unit or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

**9. PROPERTY DAMAGE –**

- A. Aircraft and other personal property are stored at Lessee's sole risk.
- B. Lessee is encouraged to acquire Hangar Keepers insurance to protect personal property against theft, fire, or other damage.

**10. HOLD HARMLESS –**

Lessee agrees to save the Airport and its agents harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Snohomish County Airport, or from injury or damage caused to any person's property by reason of the operations of said aircraft.

**11. INSPECTION –**

The Airport and its designated agents may enter Lessee's Hangar at any time for inspection purposes.

**12. AIRCRAFT MAINTENANCE –**

- A. Maintenance and repair work done in this H-5 Hangar will be limited to only the Lessee's aircraft as listed on page 1 of this Agreement. Only the Lessee, a registered employee of the Lessee, or an Airport approved FBO may perform repairs to said aircraft.
- B. Independent mechanics shall not be allowed to perform repair work on Lessee's aircraft without written approval from the Airport Director and sufficient documentation of insurance standards. All approved independent mechanics must possess this written approval at all times when operating or repairing Lessee's aircraft on the Airport.

**13. COMMERCIAL ACTIVITY –**

No commercial or revenue-producing activity shall be conducted or permitted from any aircraft Hangar without written approval from the Airport Director.

**14. NO ASSIGNMENT –**

The Lessee's Hangar shall not be sublet, assigned or otherwise transferred without completion of the appropriate forms and the approval of the Airport. Only the aircraft listed on page 1 of this Agreement shall be stored in this Hangar.

**15. TERMINATION –**

- A. This Agreement shall be deemed a "month-to-month" tenancy and may be terminated by either the Lessee or the Airport upon giving thirty (30) days notice to the other in writing and prior to the end of any such monthly period.
- B. This Agreement may be terminated by the Airport upon ten (10) days written notice for any violation of the terms or conditions of this Agreement.

**16. NOTICE –**

Any notice provided herein shall be given to the Airport Director in writing or mailed by registered mail addressed to the Airport Director, Snohomish County Airport, 3220 100<sup>th</sup> St. SW Everett, WA 98204. Any notice directed to the Lessee hereunder may be mailed to the Lessee at their last known address or copy thereof may be posted upon the entryway door of the above-mentioned Hangar.

**17. NOTICE OF LEIN –**

The Airport shall have a possessory lien, from the date rent is unpaid and due, in all personal property stored within the aircraft storage space. Property stored in the storage space may be sold pursuant to RCW 60.60 to satisfy the lien if Lessee is in default. In order to provide notice of sale to enforce the Airport's possessory lien, Lessee shall disclose any lien-holder or secured parties who have an interest in property that will be stored in the Hangar space.

(Lessee has been advised of the Airport Rules and Regulations, Minimum Standards, and has been briefed and has acknowledgement of the operation of the premises. Lessee also has been advised to access any of the above-mentioned guidelines, as well as the Tenant Improvement Form at [www.painefield.com](http://www.painefield.com).)

**Agreed and Acknowledged:**

**Approved:**

Lessee \_\_\_\_\_ Date \_\_\_\_\_ Airport Director \_\_\_\_\_ Date \_\_\_\_\_

## H-5 HANGAR DOOR OPERATION REQUIREMENTS

Lessee acknowledges that the hazardous activities allowed in the hangar building are predicated on the availability of two exits. Hazardous activities allowed in H-5 hangars include open fuel cells, welding, grinding and spark producing devices. The sliding hangar doors overlap the adjacent unit's hangar doors when in the open position which can block those exits. This situation requires coordination among adjacent hangar tenants when opening hangar doors. These door operation requirements address the availability of exits.

Lessee agrees to enter and exit the hangar unit through the man-doors, and further agrees that prior to opening the hangar doors to check with adjacent hangar units to confirm they are vacant and if occupied, notify the occupant that the hangar doors will overlap. Lessee agrees to close hangar door immediately after bringing the aircraft in or out of the hangar if the adjacent hangar is occupied.

Lessee agrees to conduct H-5 activities in the hangar only when:

1. Both of the Lessee's hangar doors are fully open OR when
2. Both of the Lessee's hangar doors are fully closed after Lessee first installs hangar door lockout pins through each of Lessee's hangar doors to preclude the neighbor from blocking Lessee's two man-door exits.

In the event that an adjacent hangar tenant notifies Lessee that his hangar doors will block one exit, Lessee agrees to cease all H-5 hazardous activities. Lessee may resume H-5 activities only after two exits to the unit are restored and sliding door lockout pins are reinstalled. In the event that two exits are blocked, Lessee agrees to step out of the hangar until at least one exit is restored.

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Signature

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Date