

RENTON MUNICIPAL AIRPORT

AIRCRAFT HANGAR PERMIT

This Permit is made and entered into between the CITY OF RENTON, as Owner, and _____ JAWS , a partnership, as Permittee, as follows:

PREMISES: Subject to the terms hereof, Owner shall permit the use by Permittee of Hangar No. X-33-I (hereinafter called the “Hangar”) located at the Renton Municipal Airport.

The exterior area and ground in the immediate vicinity of the building is for the purpose of access to the leased portions of the building. No material whatsoever may be stored upon the exterior area.

TERM: The term of this lease shall be for a period of one month, commencing on July 1, 2009 and terminating on July 31, 2009, continuing on a month-to-month basis thereafter. Except as provided elsewhere herein, the term of this Permit and the rentals due hereunder shall continue on a month-to-month basis until such time as one party gives the other written notice of termination, as herein provided, except that the Owner may terminate this Permit upon not less than three days’ notice in the case of nonpayment of rent.

USE: Hangar No. X-33-I may be used for aircraft air frame major rebuild and repair subject to the restrictions listed below.

USE RESTRICTIONS: Open flames, welding, and the use or storage of Class I or Class II liquids are not allowed in the hangar. If open flames, welding, or the use and/or storage of liquids other than those authorized by the Group B Occupancy, Division 3 code is detected, this permit will be immediately terminated.

INSURANCE: During the term of the Permit, the permittee shall maintain Commercial General Liability insurance with limits of not less than \$1 million combined single limit per occurrence. The above policy shall cover or be endorsed to cover the City of Renton, its officers, officials, employees and agents, and the City of Renton shall be named as Additional Insured(s) on permittee’s policy, with that coverage being primary and non-contributory with any other policy(ies) available to the City. The Tenant shall provide a certificate of insurance, on or prior to the effective date of the Permit, or upon written request of the City of Renton. The policy of insurance shall provide that neither party to the insurance contract can terminate the insurance without first giving the City of Renton forty-five (45) days’ notice of such impending termination. Prior to the

expiration date of the required insurance coverage, the Tenant shall provide a new certificate of insurance to the Airport Manager.

RENT: Permittee agrees to pay a monthly rent of \$372.21, plus state leasehold tax of 12.84% in the amount of \$47.79, for a total monthly rent of \$420.00, payable in advance of each month. The monthly rent shall be due the first day of each and every month during the term hereof, payable by not later than the tenth day of each month. Payment shall be made to the City of Renton, 1055 South Grady Way, Renton, Washington 98055.

RENTAL ADJUSTMENT: The City of Renton may adjust rents and agrees to give permittee thirty (30) days' notice of an adjustment.

LATE PAYMENT CHARGE: It is hereby further agreed that if rent is not received by the 10th of each month then there will be added a late payment charge of 5% per month for each month of delinquency until paid. If any check received by Lessor is returned unpaid for any reason, Lessor reserves the right to make an additional charge of Twenty-Five Dollars (\$25.00).

TERMINATION: This permit may be terminated by either party upon thirty (30) days' written notice to the other. If permittee fails to give the City thirty (30) days' written notice to terminate, the permittee shall be liable for rent up to and including the month following the date of the termination notice.

If Permittee is in default of any obligations hereunder, Owner may, in addition to all other rights, give written notice terminating this Permit at any time, such termination to be effective at the time set forth in such notice.

NOTICES:

All notices hereunder to the Owner shall be in writing and shall be delivered to:

Airport Manager
616 West Perimeter Road, Unit A
Renton, WA 98057-5327

All notices to the Permittee shall be in writing and shall be mailed to the Permittee at the address indicated below. If any such notice to the Permittee shall be returned by the US Postal Service, notice shall be given by posting the same on the hangar door.

PERMITTEE SHALL:

Comply with all federal, state and local laws as well as the Airport's Regulations and Minimum Standards.

Not assign any interest of Permittee hereunder or sublet, license or permit any other party or parties to occupy any portion of the Hangar.

Be an owner of the aircraft in the Hangar and provide proof of ownership upon written request by Airport Management.

Not conduct any charter, rental, instructional service or any other commercial activity, except the air frame repair and rebuild work authorized by this permit, in or from the Hangar.

Keep the Hangar clean and free of debris and not place any debris on the Renton Airport.

Not attach any hoisting or holding mechanism to any part of the Hangar or pass any such mechanism over the struts or braces therein. For the purposes of the Permit, a hoisting mechanism shall be deemed to include, but shall not be limited to, a chain ball, block and tackle, or other hoisting device.

Permittee agrees to protect and save the City of Renton, its elected and appointed officials and employees harmless from and against all claims, demands, and causes of action of any kind or character, including third party claims, and including the cost of defense thereof from personal injuries, death or damage to property arising out of or related to the hangar unit rented by the permittee in any way resulting from the willful or negligent acts or omissions of the permittee and/or its agents, employees or representatives, except the sole and exclusive willful and negligent acts or omissions of City of Renton representatives.

Shall comply promptly and completely with all government laws, rules, regulations and requirements for the proper and lawful use, sale, transportation, treatments, and/or disposal of hazardous substances; and upon request furnish proof to the City of such compliance.

Shall protect, defend, and indemnify the City of Renton from any and all costs, fees, penalties and charges assessed against the City, including attorney's fees and defense costs arising out of or as a result of the Permittee's handling, storage, containment, disposal, transportation and sale of hazardous substances as defined now or hereafter defined by the MTCA or CERCLA.

Not park or leave aircraft on the taxiway or on the pavement adjacent to the Hangar door in a manner which unduly interferes with or obstructs access to adjacent hangars.

Accept the hangar in “as-is” condition and be responsible for their own maintenance.

Permittee will give prompt, written notice to the City in case of any defect, damage or need of repair.

Use the Hangar only to house aircraft and related tools, supplies and equipment associated with maintenance and repair of said aircraft.

OWNER SHALL:

Provide reasonable access to the hangars and public taxiways, ramps and runway.

Periodically inspect the Hangar and keep the hangar in good repair.

Reserve the right to substitute comparable hangar facilities.

Keep the hangar building in good condition and repair.

Keep the public taxiways adjacent to the hangar building clear of debris.

Regulate, develop, improve, reconstruct or modify the hangar building at the City’s sole discretion.

Provide no other services of any kind or description unless specifically mentioned herein or added by amendment.

Conspicuously post the Airport Regulations and Minimum Standards and all regulations authorizing the impoundment of an aircraft that is the subject of delinquent Airport charges, at the Airport Manager’s office.

ASSIGNMENT: This permit is not assignable or transferable.

I have read and understand the foregoing and agree to be bound thereby. I will notify the Owner or its representative of any changes in my address, aircraft ownership, or change of use, and such notice to be given within ten (10) days after any such event.

DATED this _____ day of _____, 2009.

Co-PERMITTEE

Co-PERMITTEE

Aircraft Partner's Signature

Aircraft Partner's Signature

Home Address

Home Address

Home Phone

Home Phone

Business Address

Business Address

Business Phone

Business Phone

Aircraft Make & Model

CITY OF RENTON

Registration No.

Ryan Zulauf, Airport Manager