

# T-HANGAR RENTAL AGREEMENT

**THIS AGREEMENT**, made and entered into between the Port of Benton, a municipal corporation of the State of Washington, hereinafter called "Port", and \_\_\_\_\_ hereinafter called "tenant".

WITNESSETH:

1. Landlord hereby leases unto tenant for storage of tenant's aircraft that certain airplane hangar unit situated on the Port of Benton's Airport property, located at \_\_\_\_\_, designated as hangar number \_\_\_\_\_. Tenant's aircraft shall at all times be hangered in accordance with and the tenant shall abide by such rules and regulations as may have or may hereafter be issued by the Port's Executive Director, Airport Manager, or Port of Benton Commission. Any change in rules or regulations shall become effective thirty (30) days after issuance.
2. The base rent for such hangar storage space shall be \$\_\_\_\_\_per month, plus applicable leasehold excise tax and fees payable monthly in advance. If this tenancy commences other than the first day of the month, the tenant shall pay, in addition to the rent for the next calendar month plus the deposits hereinafter specified, 1/30th of the monthly rent multiplied by the number of days from the date the tenancy commenced to the first day of the next month.
3. In addition to the base hangar rent, the tenant shall pay to the Port of Benton at the same time the rent is paid such leasehold excise tax or other taxes as shall have been or may be lawfully levied by the State of Washington or Benton County, which leasehold excise tax or other tax may rise or fall as rentals increase or decrease, or as applicable laws may change. The current leasehold excise rate is 12.84% and may be subject to change.
4. In addition to the payment to the monthly payment specified (including leasehold excise tax), a deposit equal to three (3) month's payment, keydeposit of \$20.00 and extinguisher deposit of \$45.00, shall be paid at the time of execution of this agreement as security for the faithful performance of this agreement.
5. The tenancy shall be deemed a month-to-month tenancy, extended from the first through the last day of each month. Either party upon giving thirty (30) days' notice to the other party may terminate the tenancy.
6. Tenant accepts the leased premises in the condition in which the same may be, and landlord makes nowarranties or representations as to the condition of said hangar unit.
7. Tenant agrees to abide by all rules and regulations made and issued by the landlord, or by any other federal, state, or local agency empowered to regulate and control conditions and the uses of or about the Port of Benton's Airport.
8. Tenant agrees to save and hold harmless from any and all liability by reason of the storage or maintenance of tenant's aircraft in said hangar or upon the Port of Benton's Airport property, or from death, injury, or damage caused to any person or property by reason of the operation of said aircraft thereon, and the tenant hereby releases the landlord from any and all claims for damages arising out of such use of the Port of Benton's Airport or the storage facilities above-mentioned.

9. Any notice provided herein shall be given to the landlord by delivery of the same personally to the Port of Benton Executive Director or Airport Manager, at 3250 Port of Benton Blvd., Richland, Washington 99354, or by causing the same to be mailed by certified mail addressed to the Port of Benton, 3250 Port of Benton Blvd., Richland, Washington 99354. Any notice directed to the tenant hereunder shall be mailed by ordinary mail to the tenant at the address given below in this instrument, or at any such other address as the tenant may have in writing (including email) furnished to the Port.
10. The occupancy classification of the T-Hangar is a standard B-3. This type of aircraft hangar is designed for storage of the aircraft and related parts only. This type of hangar was constructed with minimum utilities, one light and one outlet. A B-3 hangar is defined as an aircraft hangar where no repair work is done except exchange of parts and maintenance requiring no open flames, welding or the use of Class I and II liquids. The code allows for only minor repair work involving the exchange of parts.
11. Tenant shall place no signs upon the premises nor change the appearance of the premises without the express and written permission of the landlord. Any signs must abide by the terms and conditions of the Port of Benton's Sign Policy and Resolution No. 21-53 dated November 10, 2021. Tenants shall observe good housekeeping practices in his/her/their hangar space, keep the area free of debris, and shall not create a fire or other hazard. Aircraft-related parts stored in the hangar shall be stored on shelves along the perimeter wall of the hangar. Items too large for the shelving can be laid or propped along hangar walls but not in front of shelving. Maximum shelf height of 72 inches. As a part of good housekeeping practices, all aircraft must be stored in a hangar unit in such a manner that it can be moved freely by hand in and out of the hangar unit at any time.
12. Tenant shall have no right to assign the whole or any part of his/her/their agreement and shall have no right to sublease the hangar unit or any portion thereof without first securing the written consent of the landlord to do so. The hangar unit is rented to an aircraft owner only, and an aircraft so owned by the tenant and so described below shall be based in the hangar unit so leased. Tenant may store additional aircraft in the hangar unit only in accordance with paragraph 10 of this agreement, and only if prior written consent of the landlord. Additional aircraft not owned by the tenant may be stored in a hangar unit subject to all provisions of this lease. The tenant shall remain responsible for all aircraft stored in the hangar unit. In addition, the Port must give prior written approval of any change of any aircraft ownership, or any change of any aircraft stored in any hangar unit.
13. A tenant who sells his/her/their aircraft and is actively pursuing the purchase of a new aircraft may, with prior written consent of the Port, sublease the hangar unit to the person first on the Airport waiting list for that type of hangar unit, for a period of up to four months, at a rate not to exceed that paid by the tenant.
14. Each hangar unit shall have one (1) 5 lb, 2A 10-B:C type fire extinguisher--mounted no more than 60 inches or less than 4 inches from the floor. Sec. 1-6.9 UFC STD's
15. Extinguishers shall not be obstructed or obscured from view. Where visual obstruction cannot be completely avoided, signs shall be provided to indicate location. Sec. 1-6.5 UFC STD's.
16. All fire extinguishers will be serviced and tagged by a person qualified to do so annually. This service will be provided by the Port. If the fire extinguisher is discharged at any time the tenant is required to notify the Port office or Airport Manager immediately. The Airport will then have the extinguisher

recharged at the tenant's cost.

17. No Class I or II flammable liquids are allowed to be stored or used in the hangar. All other flammables or combustibles must be stored in a metal cabinet or metal garbage container with a snug fitting lid. These containers shall be labeled with a durable material with red lettering on a white background and shall read **DANGER-FLAMMABLE LIQUIDS**. Letters shall not be less than 3 inches in height and 1/2 inch in stroke. This material is not to exceed 10 gallons. Note: *This includes spray cans marked flammable. Examples of Class I and II liquids are: gasoline, solvents, dope for fabric repairs, resin and catalyst used for fiberglass repair.*
18. No person shall store combustible or hazardous material in an aircraft hangar except as outlined in the paragraph above.
19. No flammable or combustible liquids shall be dispensed into or removed from the fuel system of an aircraft within any aircraft hangar. No flammable or combustible liquids shall be dispensed into a container, tank, vehicle or aircraft except in a location approved by the Port of Benton in writing.
20. It shall be unlawful for any person to clean/repair any aircraft engine, or part of aircraft in an aircraft hangar or within 50 feet of another aircraft, building or hangar with any flammable liquids.
21. No hangar unit door shall be left open or unlocked when the hangar is empty, unless the tenant or pilot of the tenant's aircraft is in the immediate vicinity of the hangar unit.
22. No aircraft engine shall be started inside a hangar unit.
23. No aircraft engine shall be left running unless the pilot is in the aircraft cockpit or is immediately present beside the aircraft.
24. No aircraft shall be placed in such a position that when the engine is started the propeller wash blows through any hangar unit.
25. Heaters, open flames, spark producing devices, welding or any other source of ignition shall not be permitted in any hangar. A UL approved Air Dryer will be allowed inside the aircraft with an appropriate size extension cord. (Minimum of 16ga).
26. Spray finishing operations shall not be permitted in any hangar.
27. Automobiles, boats, boat trailers, campers and other household goods, other than those listed in succeeding paragraphs of this agreement are prohibited in the hangar unit. **Exception:** *The tenant may park his/her/their automobile in the hangar when he/she/they are flying their aircraft, providing a drip pan is placed under the engine.*
28. Bicycles or motorcycles used for transportation on the airport can be stored in the hangar. (Two maximum).
29. Approved aircraft tugs will be allowed in the hangar unit with prior written permission of the Airport Manager.
30. Assembling of an aircraft is allowed so long as no rules, regulations or conditions of this lease are violated.

31. Certain household items, when used for the storage of tools or parts to be used for aviation purposes only, may be stored in the hangar unit. One or two small chairs may be kept in a hangar unit.
32. The tenant shall not use any electrical appliance that could overload a 5-amp rated circuit breaker or any appliance that violates any other rules, regulations or conditions of this lease. **NOTE:** *Electrical appliances can produce sparks in their motors and caution should be used around fuel vents.*
33. Flexible cords shall not be used as a substitute for fixed wiring of a structure.
34. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings, floors, under door or floor covering, nor subject to environmental damage or physical impact.
35. Extension cords are permitted only with portable appliances or fixtures, while in immediate use.
36. The tenant shall not attach to any part of the hangar any type of hoisting or holding mechanism.
37. The tenant shall not paint, remove, deface, modify, bend, drill cut or otherwise alter or modify any part of the hangar without prior written approval of the Port of Benton Executive Director or Airport Manager.
38. The tenant shall not conduct any charter, rental, repair or instructional service, or any other commercial activity on or from the hangar.
39. The tenant shall not lock the hangar, or permit the same to be locked, with any other than the lock supplied by the Port.
40. The tenant shall not use or permit the use of the hangar for any unlawful, immoral or offensive purpose.
41. The tenant shall provide a metal drip pan under the engine(s) of the aircraft. A drip pan is defined as a metal plate with a lip on the outer edge to prevent oil from running off.
42. Absorbent floor material is not permitted in an aircraft hangar. Example - Carpeting material. Cat litter and floor dry material is allowed.
43. The Airport will remove any condition that creates a safety hazard immediately and the tenant will be notified.
44. Flammable and combustible liquids and petroleum waste products shall not be discharged or released upon sidewalks, streets, highways, drainage canals, ditches, storm drains, sewer or the ground. These products shall be disposed of properly.
45. Other rules than those set forth above may be promulgated in the future, and failure to set forth in this agreement any rules shall not be an excuse for the lack of knowledge or failure to comply on the part of the tenant, provided the landlord shall have made a reasonable effort to promulgate such other rules.
46. The Port or its manager or designated agent shall have the full right of inspection of the hangar unit at all reasonable times, it being understood that the landlord shall furnish a lock and key for said hangar unit, and the tenant shall pay a reasonable deposit for the same. The landlord or its

manager or designated agent shall retain a duplicate key.

47. The deposit shall be refunded to the tenant at the termination of this agreement provided the lock and all keys are delivered to the landlord, unless at termination the tenant owes rent or other sums. In such lattercase, the deposit will be applied against the rent or other sums owing.
48. At any time after the termination of this agreement in the manner herein provided, the landlord may without further notice retake possession of said hangar unit, and may remove any aircraft and all other property to be stored in some other hangar or place or cause the aircraft to be tied own outside, and may store the aircraft or other property in such a manner as the landlord may deem desirable, and all costs of such storage of the aircraft or other property or tie-down costs of said aircraft shall be paid by the tenant at twice the actual cost to the landlord for storage and/or tie down fees, or at twice the reasonable value of storage, and that all such charges, together with any unpaid rentals, shall be and remain a lien against the tenant's aircraftor to the property found in the hangar unit until payment in full is made.
49. The tenant shall at no time store or permit to be stored more than one aircraft in the hangar unit hereinleased without prior written approval of the landlord.
50. In any case of emergency of any kind, where in the judgment of the landlord it is necessary or desirable totemporarily remove the aircraft from the hangar unit, the landlord shall have the right, with or without notice to tenant, to temporarily remove any aircraft, parts of aircraft or personal property stored in the hangar unit, using such methods of removal as may be deemed by the landlord to be suitable. In order to facilitate repair and maintenance of the hangar unit, the landlord shall also have the right to temporarily remove any aircraft, parts of aircraft or personal property stored in the hangar unit, using such method of removal as also may be deemed by the landlord suitable. In the event of repair or maintenance of tenant's hangar unit becomes necessary and landlord has a reasonable time to notify tenant, such notice shall be given by ordinary mail or telephone, and tenant shall have the right to remove his/her/their own aircraft, parts of aircraft or personal property, provided such removal is consistent with the landlord's scheduling of the repair and maintenance. Landlord shall exercise ordinary care in such removal, and may temporarily store said aircraft, parts of aircraft or personal property outside. Landlord shall have and assumes no liability for damage to any aircraft, parts of aircraft or personal property, temporarily removed or stored under the provisions of this paragraph, provided landlord has exercised ordinary care as above specified.
51. Any aircraft, parts of aircraft, or personal property, which may be stored in the hangar unit, shall be deemedto belong to the tenant who has signed the lease for the purposes of this lease.
52. NONDISCRIMINATION. The lessee, for itself, his/her/their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for the purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision involving the provision of similar services or benefits, the lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

The lessee, for itself, his/her/their heirs, personal representatives, successors in interest, and assigns,

as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- No person on the grounds of race, color, or natural origin shall be excluded from participation in the use of said facilities.
- That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, or natural origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

53. In the event of the breach of any of the above nondiscrimination covenants, the Port of Benton shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereof and hold the same as if said lease had never been made or issued.

54. There shall be assessed, and the tenant shall pay upon any installment of rent, or portion thereof not paid within twenty (20) days after such rent installment is due and payable, a late charge penalty for each month or fraction thereof the rent or portion thereof is not paid equal to 5% of the amount of such rent or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of such late charge penalty shall be added to the amount due each month, and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of 5% of the total.

55. **Failure to pay rent or violation by the tenant of any other terms, conditions or covenants as specified herein shall render this agreement null and void and this agreement shall automatically be terminated without notice, and the Port of Benton shall have the right to re-enter and repossess the premises immediately and without further notice. In addition, the Port of Benton may use any and all remedies available to it under RCW 14.08.122, including, but not limited to, sale of the aircraft.**

IN WITNESS WHEREOF, we have signed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

TENANT

PORT OF BENTON

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: (Print) \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_

**TENANT TO PROVIDE THE FOLLOWING AIRCRAFT INFORMATION:**

N NUMBER: \_\_\_\_\_

COLOR, MAKE AND MODEL: \_\_\_\_\_

SPECIAL NOTES: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Actual date of occupancy: \_\_\_\_\_

First full month: \_\_\_\_\_

Fire extinguisher deposit: (\$45.00)

Lock deposit: (\$20.00) \_\_\_\_\_

Security deposit (equal to one month rent): \_\_\_\_\_

Deduct any waiting list deposit: \_\_\_\_\_

Total of first month's rent: \_\_\_\_\_

Total of deposit:

Total of amount paid: \_\_\_\_\_

Lock and Key Number, two (2) keys given per hangar. How many keys given?

\_\_\_\_\_

Account Number: \_\_\_\_\_

SPECIAL NOTES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_