



**T-HANGAR LEASE  
KITTITAS COUNTY REGIONAL AIRPORT-BOWERS FIELD**

**THIS LEASE**, entered into this \_\_ day of September 2020, between the Kittitas County Regional Airport-Bowers Field, hereinafter referred to as the **LANDLORD**, and Naisan Geula, hereinafter referred to as the **TENANT**.

**WITNESSETH:**

1. **DESCRIPTION:** The **LANDLORD** leases unto the **TENANT** the following premises, hereinafter referred to as the **T-HANGAR**, located at the Kittitas County Regional Airport-Bowers Field in Kittitas County, State of Washington:

**T-Hangar Number 5.**

2. **TERM:** The term of this lease shall be one month commencing September-\_\_\_\_, 2020, and shall continue from month to month thereafter unless either party gives thirty (30) days notice of termination.
3. **RENTAL:** The **TENANT** shall pay monthly, in advance, on the first day of each month, the sum of \$150.00. The **LANDLORD**, as part of this rent, will furnish a keycard and keys to the **TENANT**. The **TENANT** will assume liability for any and all leasehold taxes assessed by the County or State. From time to time, the Kittitas County Regional Airport-Bowers Field may review the rental charges for the t-hangar and may establish new rates as the situation dictates. The rent shall be paid to the Airport Department without notice or demand.
4. **SECURITY DEPOSIT:** The **TENANT** shall pay a security deposit equal to one month's rent. Deposits shall be refunded following termination of this agreement, less any rent due and damages to the leased premises caused by **TENANT**'s occupation and use.
5. **FAILURE TO PROMPTLY PAY RENT:** If the **TENANT** fails to promptly pay his rent when it becomes due, this lease shall be subject to default. Failure of the **LANDLORD** to send a notice of default for late rental payment shall not be deemed a waiver of said default. Notwithstanding any forbearance of a declaration of default by the

**LANDLORD**, all overdue rent shall bear interest at eighteen (18%) percent per annum or the highest legal rate permissible.

6. **FIRE PROTECTION ASSESSMENT:** In addition to any rental herein provided, the **TENANT** shall pay a fee *which shall be in lieu of taxes for fire protection services*. The annual rate shall be based upon the annual fire assessment determined by the Kittitas County Assessor and Kittitas Valley Fire & Rescue to be calculated on January 1<sup>st</sup> of the current year. The assessment shall be pro-rated monthly, due and payable concurrently with the monthly lease payment.
  
6. **RULES AND REGULATIONS:** The **TENANT** agrees to comply with all pertinent rules and regulations of the federal, state and local governments, as well as the rules, regulations, ordinances, and minimum standards of the Kittitas County Regional Airport-Bowers Field, as are presently in effect and may in the future be adopted. The rules, regulations, ordinances and minimum standards of the Kittitas County Regional Airport-Bowers Field are made a part of this Agreement and shall have the same effect as though written herein, and may be inspected at the Airport Administrative Office. In addition, the **TENANT** specifically agrees to abide by the following t-hangar rules and regulations:
  - (a) To use the t-hangar only for aircraft storage purposes.
  - (b) To not store gasoline, explosives, or other inflammable material in the t-hangar.
  - (c) To use only U.S. Approved electrical tools and equipment in or about the t-hangar.
  - (d) To not use any open flame devices inside the t-hangar.
  - (e) To keep the t-hangar clean and free of debris.
  - (f) To not attach to any part of the t-hangar any part of a hoisting or holding mechanism.
  - (g) To not paint, remove, modify, bend, drill, cut or otherwise alter or modify any part of the t-hangar without prior written permission of the Airport Director of Operations.
  - (h) To not park or leave an aircraft or automobile on the taxiway pavement adjacent to the t-hangar or obstruct t-hangars or taxiways.
  - (i) To not conduct any charter, rental, repair or instructional service, or any other commercial activity in or from a t-hangar without first obtaining permission from the Airport Department and obtaining a license to do business on the Kittitas County Regional Airport -Bowers Field.

- (j) To not lock the t-hangar with any lock other than the one supplied by the **LANDLORD**.
  - (k) To not use, or permit the t-hangar to be used, for any unlawful or offensive purpose which might constitute a nuisance.
7. **HOLD HARMLESS:** The **TENANT** agrees to hold the **LANDLORD** and its agents harmless from any and all claims, liens, penalties, judgments or liability for any injury or death to persons, or damage to property caused by or arising from the use or occupancy of the premises by the **TENANT**, its agents or representatives.
8. **ASSIGNMENT:** The **TENANT** shall not assign this lease or sublet the t-hangar, or any part thereof, without prior written permission of the **LANDLORD**.
9. **TENANT'S INSPECTION:** The **TENANT** has carefully examined the t-hangar and accepts it in its present condition. The **TENANT** assumes the risk of any personal injury or property damages resulting from the condition of, or any patent defects in the premises which could be disclosed by careful inspection.
10. **MAINTENANCE AND REPAIR:** The maintenance and repair of the t-hangar structure necessitated by ordinary wear and tear shall be the responsibility of the **LANDLORD**. Any maintenance or repair of the t-hangar necessitated by acts of negligence caused by the **TENANT**, its agents or representatives, shall be the responsibility of the **TENANT**. The **TENANT** is responsible for the electricity hook up through Puget Sound Energy. Snow removal will be performed by the **LANDLORD** starting two (2) feet from the hangar opening. Any snow and ice removal on the hangar opening is the responsibility of the **TENANT**. The **TENANT** agrees to promptly notify the Director of Airport Operations in writing of any unsafe or hazardous conditions which may exist in the t-hangar. Unless such written notification is given in advance by the **TENANT**, the **LANDLORD** will not be responsible to the **TENANT** for any injuries, loss or damage caused by a lack of maintenance or repair, if such maintenance or repair could have cured the patent hazardous condition. Any improvement or alterations made by the **TENANT**, will become part of the t-hangar and shall belong to the **LANDLORD** at time of termination.
11. **LANDLORD'S INSPECTION:** The Director Airport Operations, airport staff, and/or Fire Department personnel will periodically inspect the t-

hangars. A written report will be submitted to the **TENANT** of any violations, or safety or fire hazards noted.

12. **INSURANCE:** THE PARTIES HERETO AGREE THAT THIS LEASE IS A LEASE OF STORAGE SPACE ONLY. IT SHALL BE THE TENANT'S RESPONSIBILITY TO INSURE ANY CONTENTS HE ELECTS TO STORE IN THE T-HANGAR, INCLUDING BUT NOT LIMITED TO AIRCRAFT, FOR SUCH LIMITS AND COVERAGE AS HE, THE TENANT, MAY DESIRE. THE PARTIES FURTHER AGREE THAT THE CONTENTS STORED IN THE T-HANGAR SHALL BE DEEMED TO BE IN THE FULL AND EXCLUSIVE CARE, CUSTODY, CONTROL AND POSSESSION OF THE TENANT AND NOT THE LANDLORD.

The **TENANT** shall provide aircraft liability insurance coverage in an amount not less than:  
\$100,000 - Bodily Injury  
\$300,000 - Property Damage  
\$300,000 - Each Occurrence

The **TENANT** agrees to provide and maintain proof of aircraft liability insurance requirements throughout the term of the lease.

13. **DEFAULT:** If the **TENANT** shall fail to timely pay his rent, or the **TENANT** violates any of the terms or covenants of this lease in any manner whatsoever, the **LANDLORD** may, after giving thirty (30) days written notice of such default, declare this lease cancelled and all the **TENANT'S** rights therein forfeited. Such notice of default shall be given to the **TENANT** by first-class U.S. Mail, at his last known address, or by posting said notice inside the leased t-hangar. After a declaration of cancellation and forfeiture has been made, the **LANDLORD** may immediately, without other notice, re-enter and take possession of the premises, using such force as may be reasonably necessary to remove all persons and property therefrom. The **LANDLORD** shall not be liable for any loss or damage to property by reason of said forfeiture and re-entry. The **TENANT** agrees to pay to the **LANDLORD** a reasonable attorney's fee and costs incurred for the purposes of enforcing any of the provisions of this lease.
14. **TERMINATION:** This lease may be unilaterally canceled or terminated by either party without reason only after giving the other party thirty (30) days advance notice of such termination.

- 15. **SEVERABILITY:** If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.
- 16. **SURRENDER:** Upon termination of this lease by any method, the **TENANT** will yield up the t-hangar to the **LANDLORD** in as good a condition and repair as it is now, ordinary wear and tear accepted.
- 17. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties and cannot be changed or terminated orally.

IN WITNESS WHEREOF, the Lessor and Lessee have signed their names and affixed their seals the day and year first above written.

**LESSOR:**

BOARD OF COUNTY  
COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

\_\_\_\_\_  
Brett Wachsmith, Chairman

Attest:

Clerk of the Board- Julie Kjorsvik

\_\_\_\_\_  
Laura Osiadacz, Vice-Chairman

Deputy Clerk of the Board- Mandy Buchholz

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Cory Wright,

Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney

**LESSEE:**

\_\_\_\_\_  
Naisan Geula

I have read and understand the foregoing, and acknowledge that copies of all Kittitas County Airport (Bowers Field) rules, regulations, ordinances and minimum standards are available for my inspection in the office of the Airport Department, 205 W. 5<sup>th</sup> Ave., Suite 105, Ellensburg, Washington 98926. I will notify the Landlord, or its representatives, of any changes in my address. I acknowledge receipt of lock number KC-\_\_\_\_\_ together with key. (Lock is already placed at hangar). Access key Keycard- \_\_\_\_\_

\_\_\_\_\_  
Naisan Geula

\_\_\_\_\_  
Ellensburg, WA 98926  
(206) 940-5595

**REQUIRED INFORMATION:**

\_\_\_\_\_  
Aircraft Registration No.

\_\_\_\_\_  
Aircraft Type: