

MONTHLY TIE-DOWN LEASE AGREEMENT

This **MONTHLY TIE-DOWN LEASE AGREEMENT** (the "Lease") is entered into this ____ day of _____, 20____, by and between the **PORT OF BREMERTON**, a municipal corporation hereinafter called "Lessor" or the "Port"; and _____, hereinafter called "Lessee" (each referred to hereinafter as a "Party," and collectively as the "Parties").

ARTICLE I
Summary of Lease Terms and Definitions

Lessor: Port of Bremerton
Lessor's Address: 8850 SW State Hwy 3
Bremerton, WA 98312

Lessee: _____
Lessee's Address: _____

Lessee's Home/Cell Phone: _____
Lessee's Business Phone: _____
Lessee's Email: _____

Aircraft Make & Model: _____
Registration Number: _____

Premises: Aircraft Tie-Down # _____

Use of Premises: Aircraft storage

Commencement Date: _____

Term: Month-to-Month

Base Rent: Pursuant to Airport Tariff Schedule

Amount of Deposit: \$ _____

ARTICLE II
Premises, Term, Renewals

2.1 **PREMISES.** Lessor, in consideration of the rents hereinafter reserved, and of the covenants and conditions herein set forth to be performed by Lessee, does hereby lease to Lessee Tie-Down _____ at the Bremerton National Airport in Kitsap County, Washington (the "Premises").

2.2 **TERM.** The term ("Term") of this Lease shall be month-to-month, commencing on _____, 20__ (the "Commencement Date"). If Lessee takes possession of the Premises before the Commencement Date set forth above, Lessee shall pay the pro rata rent for the period prior to commencement of the Lease term.

2.3 **TERMINATION.** Either Party may terminate this Lease by giving written notice to the other Party not less than thirty (30) days prior to such termination. This Lease may be terminated other than at the end of any calendar month, and in such case the Lessee shall be liable for Rent for any portion of a month on a per diem basis.

ARTICLE III
Compensation, Rental Adjustment

3.1 **RENT.** The term "Rent" as used herein includes "Base Rent", plus applicable Washington State leasehold excise tax, and other fees and charges assessed herein. The Base Rent shall be determined pursuant to the Airport tariff schedule published by Lessor (the "Tariff"). The Lessor may amend the Tariff to increase the Base Rent from time-to-time, without prior written notification to the Lessee. Without limiting the foregoing, Lessor will provide Lessee reasonable notification in the event that the Tariff is amended to increase Base Rent. In the event the Base Rent is modified and Lessee has paid more than one (1) month Base Rent in advance, the Lessor shall be obligated to refund Lessee any sums due in the event of a rental decrease, and the Lessee shall be obligated to pay additional sums due in the event of a rental increase. All Base Rent adjustments shall be determined on a per diem basis for the effective day of rent change and are due the appropriate Party within thirty (30) days of notification of the change.

3.1.1 **Rent Paid in Advance – Late Charges:** Rent shall be paid monthly in advance on or before the first (1st) day of each month beginning on the Commencement Date. A late charge of one percent (1%) per month will be assessed against past due Rent from the date such Rent became due. Additionally, if Rent is not received by the last day of any month, Lessee shall pay Lessor an additional fee of _____ Dollars (\$_____) or five percent (5%) of the delinquent payment, whichever is greater, to defray costs of collecting and handling such late payment. All accrued interest and late charges shall be paid no later than the first (1st) day of the month following that month in which such interest or late charges accrued. Except as expressly provided elsewhere herein, Rent and all other sums payable by Lessee pursuant to this Lease shall be paid without the requirement that Lessor provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense, or abatement.

ARTICLE IV
Use of Premises, Condition of Premises,
Improvements, Removal of Property, Maintenance, and Utilities,
Federal Aviation Requirements, and Fire Protection

4.1 **LESSEE'S USE OF PREMISES.** Lessee shall only conduct the following activity on the Premises: storage of the aircraft set forth in Article I of this Lease and related personal aeronautical uses (the "Authorized Use"). Without limiting the generality of the foregoing, Lessee shall not (i) utilize the Premises to repair and/or overhaul any aircraft or equipment, except as authorized under the Federal Aviation Administration (FAA) Regulations and Port of Bremerton's National Airport Rules and Regulations, as now adopted or hereinafter amended, copies of which are available at the Port Office or online at <https://www.portofbremerton.org/bremerton-national-airport> (the "Rules"); (ii) use any high-amperage electrical equipment or machinery on or about the Premises; or (iii) conduct any charter, rental, repair, instruction service, or any other commercial activity in or from the Premises.

4.1.1 **Airport Rules and Regulations:** The Lessee shall faithfully observe the Rules which are incorporated herein and made a part of this Lease. The Lessee warrants that it has read and is familiar with the Rules. Lessee understands that these Rules are subject to change, and Lessee shall maintain familiarity with all current Rules.

4.1.2 **Tie-Down Obligation:** Lessee shall be solely responsible to secure and unsecure its aircraft at the Premises. The Lessor shall not provide any tie-down or wheel chock services. Lessee shall use the tie-down ropes provided by Lessor, if any, or personal gear of equal or greater tensile strength. In the event there shall be an insufficient quantity of Lessor provided ropes available, Lessee shall obtain proper tie-down ropes at Lessee's sole cost and expense. Nothing herein obligates Lessor to provide any tie-down ropes to Lessee, and any such ropes provided by Lessor are provided for Lessee's convenience and not due to any obligation of Lessor. Lessee shall inspect all ropes utilized to secure the aircraft at the Premises to ensure the adequacy and condition of the same, regardless of if such ropes are provided by Lessor or Lessee. Lessee shall be solely responsible for determining the adequacy of any ropes utilized at the Premises and for properly securing the aircraft at the Premises, including, but not limited to, setting breaks, placing chocks, tying down or otherwise securing its aircraft in a safe manner, and in addition to, and not limitation of, Lessee's other indemnification obligations herein, Lessee shall defend, indemnify, and hold Lessor harmless from any and all losses (whether personal injury or property damage) related to or arising out of Lessee's breach of its obligations in this Paragraph.

4.1.3 **Default – Unauthorized Use:** Lessee shall be in default under this Lease if it conducts any other business or activity on the Premises without first obtaining a validly executed Lease modification.

4.1.4 **Wrecked/Dismantled Aircraft.** No wrecked or dismantled aircraft shall be parked on the Premises for longer than seven (7) days without prior written permission from the Lessor, which permission the Lessor may deny, condition, or delay in its sole and absolute discretion. Aircraft that violate this section will be subject to removal at Lessee's expense.

4.1.5 **Aircraft Condition.** No unairworthy aircraft shall be parked on the Premises for a period longer than six (6) months without prior written permission from the Lessor, which

permission the Lessor may deny, condition, or delay in its sole and absolute discretion. Aircraft that violate this section will be subject to removal at Lessee's expense.

4.1.6 **No Flammable or Dangerous Materials:** Notwithstanding the foregoing described use, the Premises shall not be used to store, distribute, or otherwise handle flammable or dangerous materials, except as may be permitted by the Rules. At the request of Lessor, Lessee shall provide a list of all flammable or dangerous materials stored or used on the Premises.

4.1.7 **Oil and Fuel:** Lessee is responsible for the proper containment of all oil and fuel leakage from any aircraft on the Premises. Lessee shall be responsible for all costs and expenses to remediate and repair any damage related to or arising out of its failure to comply with this section including, but not limited to, any repairs to the asphalt pavement.

4.2 **LESSEE INSPECTION – CONDITION OF PROPERTY.** Prior to executing this Lease, Lessee has fully and carefully inspected the Premises. Lessee accepts the Premises, including all existing improvements thereon, "as is," without further maintenance liability on the part of the Lessor. Lessee is not relying on any representations of Lessor as to condition, suitability, zoning restrictions, or usability, except Lessor's right to grant a lease of the Premises.

4.3 **TENANT IMPROVEMENTS.** The Lessee shall not make any improvements to the Premises without the Lessor's prior written consent, which consent may be denied, conditioned, or delayed at Lessor's sole discretion.

4.4 **FEDERAL AVIATION REQUIREMENTS.** The Lessee agrees that its use of the Premises will be accomplished in accordance with the following covenants:

4.4.1 **Takeoff/Landing Interference:** Lessee shall prevent any use of the Premises which would interfere with the landing or taking off of aircraft at the Bremerton National Airport (the "Bremerton Airport"), or otherwise constitute an airport hazard.

4.4.2 **Electromagnetic Interference:** Lessee shall prevent any operation on the Premises which would produce electromagnetic radiations of a nature which would cause interference with any air navigational or communications aid, now or in the future to be installed to serve the Bremerton Airport, or which would create any interfering or confusing light or cause any restrictions to visibility at the Bremerton Airport.

4.4.3 **Airspace Reservation:** Lessor retains the public right of flight for the passage of aircraft in the airspace above the surface of the Premises hereinbefore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the Bremerton Airport.

4.4.4 **Minority Business Enterprises:** Lessee understands that it is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of this Lease, as defined in 49 CFR, Section 23.5, and that this Lease is subject to 49 CFR, Part 23, as applicable. Lessee hereby assures that no person shall be excluded from participation in, denied the benefits of, or

otherwise discriminated against in connection with 49 CFR, Part 23, on the grounds of race, color, national origin, or sex.

4.5 FIRE PROTECTION. The Lessee understands that the Lessor has no responsibility to provide fire protection for the Lessee's property or equipment located in or upon the leased Premises. It shall be the exclusive responsibility of the Lessee to provide for its own fire protection, including, but not limited to, promptly paying all fire district service charges when due. In this regard, the Lessee understands that it is the Lessee's responsibility and duty to include the value of its property and equipment to appropriate County authorities for personal property tax purposes through which fire district service charges are paid. Failure of the Lessee to accurately list its improvements or to promptly pay its fire district service charges when due shall be a breach of this Lease and shall be grounds for the Lessor to terminate this Lease agreement. The Lessee shall promptly provide the Lessor with a copy of its personal property declaration within seven (7) days from the time such declaration is made to the Kitsap County Assessor.

ARTICLE V

Insurance and Financial Security

5.1 CASUALTY LOSS OF LESSEE. The Parties hereto agree that the Lessor and its commissioners, employees, insurance carrier, and casualty policy shall not be responsible to the Lessee for any property loss or damage done to the Lessee's property, whether real, personal, or mixed, occasioned by reason of any fire, storm, or other casualty whatsoever. It shall be the Lessee's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Lessor, Lessee, third party, or act of nature. Lessee hereby releases and discharges the Lessor and its commissioners, employees, insurance carrier, and casualty policy from any claims for loss or damage to Lessee's property.

5.2 INSURANCE. Lessee shall procure and maintain a Comprehensive General Liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises or Lessor's property) arising on the Premises or Lessor's property as a result of, or arising out of, Lessee's operations under this Lease. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate unless the Lessee requests, and Lessor approves, in writing, a lesser liability limit. If the Lessee maintains higher insurance limits than the minimums required herein, the Lessor shall be insured for the full available limits of Commercial General and/or Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences the lower limits of liability set forth above. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Lessee and to Lessor.

5.2.1 Policy Provisions: The foregoing insurance policy shall name Lessor as an additional named insured by way of a policy endorsement. Lessee shall provide certificates of insurance annually via e-mail or regular mail and, if requested, copies of any policy to Lessor. Receipt of such certificate or policy by Lessor does not constitute approval by Lessor of the terms of such policy. Furthermore, the policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to Lessor except upon forty-five (45) days' prior written notice

from the insurance company to Lessor; (iii) contain an express waiver of any right of subrogation by the insurance company against Lessor and Lessor's elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Lessor as an "additional insured" will not be affected by any act or omission by Lessee which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Lessor's property caused by the Lessee.

5.2.2 Failure to Obtain and Maintain Insurance: If Lessee fails to procure and maintain the insurance described above, Lessor shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. Upon demand, Lessee shall pay to Lessor the full amount paid by Lessor.

5.2.3 Prudent Business Insurance: The Lessee believes and states that the insurance obligation herein does not exceed that which the Lessee would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner.

5.3 FINANCIAL SECURITY. In lieu of providing a rental bond, Lessee shall pay first and last months of Base Rent prior to the Commencement Date. Failure to comply with this requirement shall be grounds for termination of this Lease without notice by Lessor. The deposit shall be increased annually to reflect any adjustments in annual Rent. Upon any default by Lessee in its obligations under this Lease, Lessor may apply the last month's Base Rent to offset the liability of Lessee to Lessor. Collection on the last month's Base Rent shall not relieve Lessee of liability, shall not limit any of Lessor's other remedies, and shall not reinstate or cure the default nor prevent termination of the Lease because of the default.

ARTICLE VI **Environmental Liability**

6.1 ENVIRONMENTAL INDEMNIFICATION. Lessee shall defend (with legal counsel suitable to Lessor), indemnify, and hold Lessor harmless from any and all claims, demands, judgments, orders, or damages resulting from Hazardous Substances on the Premises or Lessor's property caused, in whole or in part, by the activity of the Lessee, its agents, or any other person or entity (i) on the Premises as a result of, arising out of, or relating to Lessee's operations under this Lease, or any previous lease or agreement; or (ii) on the Lessor's property as a result of, arising out of, or relating to Lessee's operations under this Lease, or any previous lease or agreement. It is the intent of the Parties that Lessee shall be responsible for, and shall defend and hold Lessor harmless from, any Hazardous Substances that have or may occur on the Premises or Lessor's property as a result of, arising out of, or relating to Lessee's operations since Lessee first occupied the Premises or other portion of the Lessor's property through this Lease, or any previous lease or agreement with Lessor. The term "Hazardous Substances" as used herein shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 USC Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sec. 1251 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70A.305, all as amended and subject to all regulations promulgated thereunder.

6.1.1 **Unconditional Environmental Obligations:** Lessee's defense and indemnity obligations under this Article are unconditional; shall not be discharged or satisfied by Lessor's re-entry of the Premises or exercise of any other remedy for Lessee's default under this Lease; shall continue in effect after any assignment of this Lease; and shall continue in effect after the expiration or earlier termination of this Lease.

ARTICLE VII **Miscellaneous Provisions**

7.1 **LIENS.** Lessee agrees to keep the Premises described herein free and clear of all liens and charges whatsoever. Lessee shall not allow any mechanic and materialmen's liens, or other liens, to be placed upon the leased Premises. If such a lien is placed or recorded, Lessee shall cause it to be discharged of record, at its own expense, within ten (10) days of Lessor's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

7.2 **INDEMNIFICATION AND HOLD HARMLESS.** The Lessee agrees that it will defend (with legal counsel acceptable to Lessor), indemnify, and hold the Lessor and its officers, employees, and agents harmless from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises or on Lessor's property (i) occasioned by either the negligent or willful conduct of the Lessee and/or its agents; or (ii) made by any person or entity holding under the Lessee, or any person or entity on the Premises or on the Lessor's property as a result of Lessee's activity, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages were caused by the gross negligence or willful misconduct of the Lessor.

7.3 **LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES.** For purposes of the foregoing indemnification provision, and only to the extent of claims against Lessee by Lessor under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the Parties hereto.

7.4 **LAWS AND REGULATIONS.** Lessee agrees to conform to and abide by all applicable rules, codes, laws, regulations, the Rules, and Port policies in connection with its use of the Premises; and shall not permit said Premises to be used in violation of any applicable rule, code, law, regulation, Port policy, the Rules, or other authority.

7.4.1 **Environmental Laws and Regulations:** Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all State and Federal environmental laws and regulations. Lessee shall defend (with legal counsel acceptable to Lessor), indemnify, and hold the Lessor harmless from any fine, penalty, or damage imposed by

any lawful authority, which may arise as a result of the Lessee's failure to comply with the obligations of this Article.

7.5 WASTE AND REFUSE. Lessee agrees not to allow conditions of waste and refuse to exist on the Premises, and to keep the Premises in a neat, clean, and orderly condition.

7.6 TAXES AND ASSESSMENTS. Lessee agrees to pay all taxes assessed against the leasehold interest and a pro rata share of any assessments made against the Premises for installation of public utility systems, based upon a reasonable overall sharing program among all properties within the assessment area.

7.7 SIGNS. No signs shall be installed without the prior written permission of Lessor. In the event that an unauthorized sign has been installed, and after twenty-four (24) hours' notification to remove the sign by the Lessor, Lessee shall pay the Lessor a penalty of One Hundred Dollars (\$100.00) per day for each day the sign remains in place after such notification. The penalty shall automatically resume, without notice, if the sign is reinstalled after having been removed. The penalty accrued shall be paid with the next month's Base Rent. In addition, the Lessor reserves the right to provide notice of, and treat an unauthorized sign as, a non-monetary default of this Lease.

7.8 LITIGATION. In the event Lessor shall be made a party to any litigation commenced by or against Lessee (other than actions commenced by Lessee or Lessor concerning the interpretation or enforcement of any of the terms and conditions of this Lease), then Lessee agrees to pay all costs, expert witness fees, and attorneys' fees, including all customary charges incurred by Lessor, in connection with such litigation. However, if Lessor is made a party defendant and Lessee undertakes the defense of the action on behalf of Lessor, then no obligation for costs and attorneys' fees will be chargeable against Lessee by Lessor for costs arising out of such undertaking.

7.9 ASSIGNMENT OF LEASE. Lessee shall not assign, rent, or sublease any portions of this Lease, or any extension thereof; and no rights hereunder in or to said Premises shall pass by operation of law or other judicial process, or through insolvency proceedings.

7.10 ADDITIONAL LESSEE OBLIGATIONS. In addition to all other terms of the Lease, Lessee: (i) shall, prior to the mutual execution of this Lease, provide the aircraft registration number of the aircraft to be parked at the Premises to Lessor; Lessee (ii) shall promptly notify Lessor of any updated information on the aircraft and Lessee's addresses, phone numbers, or other appropriate information as requested by Lessor; and (iii) shall provide a photocopy of Lessee's aircraft registration with the State of Washington pursuant to RCW 47.68.250 prior to the mutual execution of this Lease.

7.11 DEFAULT, CROSS DEFAULT, AND REMEDIES.

7.11.1 Monetary Defaults: Failure to pay Rent or any other monetary obligations by the first (1st) day of each month shall constitute a default under the terms of this Lease. If Lessee is in default in the payment of Rent or other monetary obligations then, at Lessor's sole option, and upon ten (10) days' written notice, this Lease may be terminated, and Lessor may enter upon and

take possession of the Premises and any property located therein. Without limiting the generality of the foregoing, Lessee expressly authorizes Lessor to obtain a prejudgment writ of restitution in the event of default by Lessee. This remedy is in addition to, and is not exclusive of, any other remedies provided either by this Lease or by law.

7.11.2 **Non-monetary Defaults:** If Lessee shall fail to perform any term or condition of this Lease, other than the payment of Rent or other monetary obligations, then Lessor, upon providing Lessee twenty (20) days' written notice of such default, may terminate this Lease and enter upon and take possession of the Premises. This remedy is in addition to, and is not exclusive of, any other remedies provided either by this Lease or by law.

7.11.3 **Other Defaults:** The following shall also constitute a default under the terms of this Lease: (i) a default by Lessee under any other agreement or lease with the Lessor; (ii) insolvency of Lessee; (iii) an assignment by Lessee for the benefit of creditors; (iv) the filing by Lessee of a voluntary petition in bankruptcy; (v) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; (vi) the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within twenty (20) days after filing; (vii) attachment or the levying of execution on the leasehold interest; (viii) and failure of Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days.

7.11.4 **Cross-Default:** A default under this Lease shall constitute a default under any other lease or agreement which Lessee has with Lessor (hereinafter such other agreements shall be referred to as "Collateral Agreements"). Likewise, any material breach or default under a Collateral Agreement shall be deemed a material breach or default under the terms of this Lease. If a Collateral Agreement is terminated for a material breach or default of Lessee, then Lessor shall, without limiting any other remedies it may have, be entitled to terminate this Lease upon five (5) days' written notice to Lessee.

7.11.5 **Other Remedies:** In addition to the foregoing remedies specified in this Article, Lessor may exercise any remedies or rights under the laws of the State of Washington, including, but not limited to, recovering damages for past due rent, future rent, costs to re-let the Premises, and costs to restore the Premises to its prior condition (reasonable wear and tear excepted). Under no circumstances shall Lessor be held liable in damages or otherwise by reason of any lawful re-entry or eviction. Lessor shall not, by any re-entry or other act, be deemed to have accepted any surrender by Lessee of the Premises, or be deemed to have otherwise terminated this Lease or to have relieved Lessee of any obligation hereunder. Lessor shall be under no obligation to observe or perform any covenant of this Lease after the date of any material default by Lessee unless and until Lessee cures such default. A fee of Five Hundred Dollars (\$500.00) shall be assessed to Lessee for each notice of default (hereinafter each a "Default Notice") issued to Lessee to defray the costs associated with preparing, issuing, and serving such Default Notice. This fee shall be payable on the first (1st) day of the month following the issuance of the Default Notice.

7.12 **TERMINATION.** This Lease shall terminate for default if Lessee fails to cure any default within the time provided for herein. Upon termination of this Lease or any extension thereof, whether by expiration of the stated Term or sooner termination thereon, as herein provided, Lessee shall surrender to Lessor the Premises peaceably and quietly. Lessee shall restore the

Premises to the condition existing at the time of initiation of this Lease, except for (i) normal wear and tear; and (ii) any improvements which Lessor permits to remain on the Premises.

7.13 **NON-WAIVER.** Neither the acceptance of Rent nor any other act or omission of Lessor after a default by Lessee or termination shall operate as a waiver of any past or future default by Lessee, shall deprive Lessor of its right to terminate this Lease, or shall be construed to prevent Lessor from promptly exercising any other right or remedy it has under this Lease. Any waiver by Lessor shall be in writing and signed by Lessor in order to be binding on Lessor.

7.14 **NOTICES.** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be in writing and addressed to the other Party at the addresses set forth in Article I, above, or to such address as may have been specified by notifying the other Party of the change of address. Notice shall be deemed served on the date of actual delivery or the first (1st) attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

7.15 **AGENT FOR SERVICE.** Lessee agrees that if Lessee is in unlawful detainer, pursuant to Chapter 59.12 RCW, and Lessor is unable to serve Lessee with the unlawful detainer pleadings after one (1) service attempt, then Lessor shall be deemed to have complied with the service requirements of Chapter 59.12 RCW if it mails such pleadings via certified mail to the address set forth in the Notices Paragraph of this Lease and posts such pleadings in a conspicuous location on the Premises. Service shall be deemed complete on the third (3rd) day following the day of posting or the day of mailing, whichever is later.

7.16 **SECURITY.** Lessee specifically acknowledges that Lessor has no duty to provide security for any portion of the Premises or Property. Lessee assumes sole responsibility and liability for the security of itself, its employees, customers, and invitees, and their respective property in or about the Premises or Property. Lessee agrees that to the extent Lessor elects to provide any security, Lessor is not warranting the effectiveness of any such security personnel, services, procedures, or equipment, and that Lessee is not relying, and shall not rely hereafter, on such security personnel, services, procedures, or equipment. Lessor shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures, or equipment to prevent or control, or to apprehend anyone suspected of personal injury or property damage in, on, or around the Premises or Property.

7.17 **QUIET ENJOYMENT.** Lessor acknowledges that it has ownership of the Premises and that it has the legal authority to lease the Premises to Lessee. Lessor covenants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease so long as Lessee complies with this Lease and subject to Lessor's right of entry onto the Premises, as set forth herein.

7.17.1 **Easements:** The Lessor reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses applied for will not unduly interfere with the Lessee's Authorized Use or with the approved plan of development for the Premises.

7.17.2 **Closure by Government Order:** Lessee understands that various federal agencies, including the Department of Homeland Security and U.S. Coast Guard, have the

authority to restrict access to certain areas on property owned by Lessor in order to counter a terrorist or other threat. Such restrictions could impact Lessee's ability to access the Premises for an indefinite period of time. Since such restrictions on access are outside the control of Lessor, Lessee agrees that such interruptions shall not be deemed a violation of this Lease or the Covenant of Quiet Enjoyment.

7.18 LESSOR MAY ENTER PREMISES. It is agreed that the duly authorized officers or agents of Lessor may enter to view said Premises at any time, and if the business or normal function of Lessor should at any time require that it enter upon the Premises to perform any work or make any improvements, it may do so, but not in such manner as to materially injure Lessee with its normal and usual operation.

7.19 TIME. It is mutually agreed and understood that time is of the essence of this Lease, and that a waiver of any default of Lessee shall not be construed as a waiver of any other default.

7.20 INTERPRETATION. This Lease has been submitted to the scrutiny of the Parties hereto and their counsel, if desired. In any dispute between the Parties, the language of this Lease shall, in all cases, be construed as a whole according to its fair meaning, and not for or against either the Lessor or the Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Lessor or Lessee solely on the basis of which Party drafted the provision. If any word, clause, sentence, or combination thereof, for any reason, is declared by a court of law or equity to be invalid, illegal, or unenforceable against one Party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

7.21 HOLDING OVER. If the Lessee remains in possession of said Premises after the date of expiration of this Lease without Lessor's prior written consent, such holding over shall constitute and be construed as tenancy at sufferance only, at a monthly rent equal to one hundred fifty percent (150%) of the Base Rent owed during the final month of the Term of this Lease and otherwise upon the terms and conditions in this Lease. If Lessee holds over with Lessor's prior written consent, then until such time as a new written Lease is executed by the Parties hereto, Lessee shall continue to make payments to Lessor on a month-to-month basis as provided for in this Lease. Such authorized holdover tenancy may be terminated by either Party at the end of any such monthly period by sending written notice not less than five (5) days before the end of such period. Such authorized holdover tenancy shall be subject to all terms and conditions contained herein.

7.22 SURVIVAL. All obligations of the Lessee, as provided for in the Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination date shall survive the termination date of this Lease.

7.23 GOVERNING LAW. This Lease, and the right of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington; and the Parties agree that, in any such action, jurisdiction and venue shall lie exclusively in Kitsap County, Washington, and not in any federal court.

7.24 **ATTORNEYS' FEES – LEASE ENFORCEMENT.** The prevailing Party in any action to enforce any term or condition of this Lease shall be entitled to an award of their reasonable costs and attorneys' fees.

7.25 **ATTORNMEN.** In the event the Premises are sold, Lessee shall attorn to the purchaser upon the sale; provided, however, that the purchaser expressly agrees in writing that, so long as Lessee is not in default under the Lease, Lessee's possession and occupancy of the Premises will not be disturbed and that such purchaser will perform all obligations of Lessor under the Lease.

7.26 **COUNTERPARTS AND ELECTRONIC TRANSMISSION.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

7.27 **ENTIRE AGREEMENT.** This Lease contains all of the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease and executed with all necessary legal formalities by the Commission of the Port of Bremerton.

7.28 **VALIDATION. IN WITNESS WHEREOF,** Lessor has caused this instrument to be signed by its _____ by authority of the Commission of the Port of Bremerton, and this instrument has been signed and executed by Lessee, the day and year first above written.

THIS LEASE CONTAINS INDEMNIFICATIONS FROM THE LESSEE TO THE LESSOR, RELEASES BY THE LESSEE, AND A LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES.

LESSEE:
[LESSEE'S NAME]

LESSOR:
PORT OF BREMERTON

By: _____
Its: _____

By: _____
Its: _____

SECURITY ACCESS AGREEMENT

Fill-in all that apply.

Date: _____ Card Number(s): _____

Hangar: _____ Padlock & Key Number: _____

Account Number: _____

I hereby acknowledge I have possession of the security items listed above. I understand that, for security purposes, I am not to have any duplicate keys made and I am the only person authorized to use this (these) items without written notification provided to the Port. I further understand if I request duplicate keys, they will be issued by the Port of Bremerton for a non-refundable fee for \$10.00 each. In addition, I will return all padlock keys and access cards issued to me by the Port of Bremerton upon cancellation of my lease agreement or at any time as deemed necessary by the Port.

Name (Printed): _____

Signature: _____

Address: _____

Telephone #: _____

Space# _____

Persons authorized to access my hangar or allowed to use my access card(s):

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

FOR OFFICE USE ONLY

Issuing Employee: _____ Date: _____

Returned: _____ # of Key(s) returned: _____

Notes: _____



*** E-Statements Are Available ***

The Port of Bremerton would like to offer you the option of receiving E-Statements (an electronic version of your existing monthly statement).

If you would like to have your monthly statement sent to your email address instead of receiving a paper copy, please fill out the information below. Your E-Statement will begin with the next billing cycle after we receive your enrollment.

Yes, please send my monthly statement to me via my email address listed below. I understand that after the first month following enrollment, I will not receive a paper copy by regular mail.

Name: _____ Account # _____

Email Address _____

Signature: _____ Date: _____



AUTHORIZATION FOR ACH PAYMENTS — AIRPORT

PLEASE ALLOW 15 DAYS FOR INITIAL PROCESSING.

The Port of Bremerton is pleased to offer you the opportunity to pay your bill through automatic withdrawal from your United States checking or savings account. Our preauthorized electronic fund transfer option is an easy and convenient way to pay your bill. Complete and sign the authorization form below and return along with a **voided check or savings withdrawal slip**. You will receive a statement at least 7 days before the scheduled date of transfer even though your bill is paid automatically.

CUSTOMER NAME	Port of Bremerton ACCOUNT#
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I (we) hereby authorize the PORT OF BREMERTON, hereinafter called COMPANY, to initiate electronic debit entries on the 2nd business day of every month. If I wish to cancel my preauthorized electronic fund transfer, I must notify COMPANY in writing thirty days before the scheduled date of transfer.

This authority will remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it.

If necessary, credit entries and adjustments for errors will be made to the same account.

In accordance with banking regulation, I understand that any drafts returned for insufficient funds will be electronically debited from my account plus a return fee of \$25.00.

ATTACH VOIDED CHECK HERE

I would like the debit entries to be applied to my: (select one)

_____ **Checking Account** _____ **Savings Account**

DATE	<input type="checkbox"/>	Airport	<input type="checkbox"/>	Industrial	<input type="checkbox"/>	Personal Bank Acct	<input type="checkbox"/>	Business Bank Acct
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FINANCIAL INSTITUTION/BRANCH	CITY	STATE	ZIP
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SIGNATURE	SIGNATURE
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TRANSIT ROUTING NUMBER

ACCOUNT NUMBER

Give to Airport Office or mail completed form with voided check or deposit ticket attached to:
Port of Bremerton, Attn: Accounting, 8850 SW State Hwy 3, Bremerton, WA 98312

Administrative Use Only: Air/Inc _____ Prenote Date: _____ Batch # _____