

**SNOHOMISH COUNTY AIRPORT  
S-1 HANGAR RENTAL AGREEMENT**

Lessee Name: \_\_\_\_\_

**PHONE NUMBERS:**

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

Home: \_\_\_\_\_

\_\_\_\_\_

Work: \_\_\_\_\_

\_\_\_\_\_

Cell: \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Hangar #: \_\_\_\_\_ Aircraft N#: \_\_\_\_\_

Aircraft Make/Model/Year: \_\_\_\_\_

**(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 on a month to month basis. This lease is intended for the storage of Lessee's aircraft (N\_\_\_\_\_) and is not intended to be used for heavy aircraft maintenance. 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 WSDOT registration 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 on the Authorized Users attachment upon request for unescorted access to primary tenant's hangar. 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. Flying Clubs must meet the Airport's Minimum Standards and Guidelines for Commercial Services.

Corporate Ownership: In addition to the FAA and WSDOT Aircraft Registration, Lessee must provide a copy of the current insurance document and legal documentation demonstrating Lessee's affiliation with stated corporation.

**2. AIRPORT RULES AND ACCESS –**

- A. Lessee shall abide by the all applicable laws, ordinances, codes, rules and regulations, including but not limited to the Airport's Rules and Regulations and Minimum Standards, Paine Field Hangar Use Policy, 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, welding, use of spark producing devices, painting, doping, open fuel lines, or the 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 keep and maintain the hangar in neat, clean, and safe condition at all times as the same now is, and shall surrender the premises in a neat, clean, and safe condition, with all systems and doors servicing the Leased Premises in good working order and in like condition as when taken, reasonable wear and tear

excepted as determined by Lessor, at Lessee's sole cost and expense, and will deliver all keys and security cards for the Leased Premises to Lessor at the place then fixed for the payment of Rent.

- D. Tenants must complete airport approved training and be issued a Self-Fueler card before fueling or defueling their aircraft. This only applies to tenants wanting to self-fuel and is not applicable for use of the self-serve fuel pumps.
- 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 Airport Operations Area Security Training Program. Gate cards are non-transferable. An Authorized Users form must be submitted by the primary tenant to grant unescorted access and to obtain their own gate cards. All persons listed on the Authorized Users form must be able to pass the TSA Security Threat Assessment during the badging process. Upon vacating hangar or termination of rental agreement, lessee and all Authorized Users shall return security badges immediately to the Airport. Failure to do so will result in a lost badge fee.
- 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.
- H. In the event the Premises are not returned to Lessor in the condition required in this Agreement, Lessor may enter the Premises and restore and repair the Premises to the original condition and configuration as when taken at Lessee's sole cost and without prior notice to the Lessee. Lessee shall pay all costs associated with restoring and/or repairing the premises immediately upon demand from Lessor, and said costs shall be withheld from any security deposit held. Said cost shall include a fifteen percent (15%) administrative fee. Lessor shall not be required to give prior written notice or have said costs to repair, restore or reconfigure the Premises approved by Lessee prior to performing said work. If the repair work is extensive in nature, Lessee shall be deemed to be a holdover Lessee until such time the Premises have been repaired and/or restored to the condition required by this Agreement. At Lessor's option, Lessor may, within ten (10) days of retaking possession, give the Lessee a written list of Lessee's failure, if any, to clean up or repair the premises, to which Lessee must repair, restore premises at Lessee's cost within thirty (30) days of such notice. During such time, Lessee shall be deemed to be a holdover Lessee until such time the Premises has been repaired and/or restored to the condition required by this Agreement. If the Lessee has not done so thirty (30) days after delivery of the written list, the County may clean up or repair the defects noted in the list, with its own personnel or independent subcontractors, charging the cost of the same to the Lessee. Any cost charged, including lost rent, shall be immediately due and payable by the Lessee. Said cost shall include a fifteen percent (15%) administrative fee. Further, during this time, Lessee shall be deemed to be a holdover Lessee until such further time the Leased Premises has been repaired and/or restored to the condition required by this Lease.
- I. Subordination To Airport Operation. This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

### **3. TERM –**

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

### **4. RENT –**

- A. Lessee shall pay the Airport rent in the amount shown on the attached document "prorating card", attached hereto and incorporated by reference herein, per month, plus leasehold excise tax and any other charges as fixed in this month to month lease, as applicable. Rent shall be paid in advance on the first day of each month. Rent shall be delinquent if not paid by the fifth day of each month.
- B. Security Deposit. Lessee shall pay a security deposit to the Airport equal to one month's rent plus leasehold excise tax as security for the faithful performance of each and every term, covenant, and condition hereof, including but not limited to payment of rent. County may apply or retain the whole or any part of such security for payment of any rent or other charge in default or for any other sum which County may spend or be required to spend, including but not limited to maintenance and repairs of premises pursuant to Lease, or be entitled to by reason of Lessee's default. If all or part of this deposit is so used, Lessee shall immediately restore such deposit and such additional amount to secure the lease as deemed necessary by County. Should Lessee faithfully and fully comply with all the terms, covenants, and conditions of this lease, the security or any balance thereof shall be returned to Lessee or, at the option of the County, to the last assignee of Lessee's interest at the expiration of the term hereof. Lessee shall not be entitled to any interest on such security deposit.

- C. The non-payment of rent shall be grounds for termination of this Agreement.
- D. Late payment of rent. Late payment of rent. If payment is received after the 5th day of any month, there will be a .0333% per day interest charge, or \$35.00 per month, whichever is greater, on the unpaid balance for each day past the due date. A late payment charge of .01665% per day will also be charged on rent not paid by the 5th of each month for each day past the due date. In addition, a charge in the amount provided by current County ordinance will be made on any payment by check which is returned unpaid to the Airport because of insufficient funds, closed account, forgery, or any other reason.
- E. The rent, as stated herein, will be subject to periodic adjustments by the Airport, upon thirty (30) days advanced notice.
- F. 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.
- G. 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. HANGAR 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 may be installed solely at Lessee's own risk.

**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. Prohibited appliances include, but are not limited to, air conditioners, electric heaters, hot plates, heat lamps, and stoves. 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. Lessee shall not overload electrical circuits. The Airport will reset a "tripped" breaker one time, yet any instances thereafter will be assessed a \$30.00 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. All badge holders that have escort privileges can escort at a ratio of 6/1 on foot or 1/1 for vehicle escorts. Lessee shall be responsible for any employees, agents, or invitees that enter the aircraft operations area, and shall (maintain control of guests at all times.) 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. Lessee or escorted guest of lessee shall not block aircraft access routes between hangars or impede aircraft operations in anyway. 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. INSURANCE –**

- A. Lessee is encouraged to acquire applicable insurance, including Hangar Keepers insurance to protect personal property against theft, fire, or other damage, and general liability insurance for bodily injury, personal injury and property damage.
- B. Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this section, the County and Lessee waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained

pursuant to this section or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by the County or the Lessee or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

C. Flying Clubs:

-At execution of this Agreement, the Lessee, at its' own cost, shall have procured and will maintain for the duration of this Lease, insurance as specified in the Minimum Standards, Minimum Scope and Limits of Insurance. The Lessee shall furnish the County with certificates of insurance and endorsements required by this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

-Each insurance policy shall be written on an "occurrence" form unless otherwise approved by the County.

-By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Lessee under this Lease. The Lessee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

-Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

D. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as and with limits not less than the following:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition.

2. Aircraft: \$500,000 / \$100,000.

E. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Lessee are to contain, or be endorsed to contain the following provisions:

General and Automobile Liability:

1. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of or in connection with this Lease. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. The Additional Insured Endorsement shall be included with the certificate of insurance, CG 20 11 or its equivalent is required.

2. The Lessee's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

3. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Lessee's liability to the County and shall be the sole responsibility of the Lessee.

4. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) calendar days' prior written notice to the County.

5. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time any of the foregoing policies fail to meet minimum requirements, the Lessee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

F. If during the term of the Agreement, higher limits of insurance than those mentioned shall be required by the then current version of Snohomish County Airport Rules and Regulations and Minimum Standards, then upon written request from the County, Lessee shall procure such insurance with higher limits.

G. Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this section, the County and Lessee waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by the County or the Lessee or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

## 10. 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 and general liability insurance for bodily injury, personal injury and property damage.

- C. Assumption of Property Risk. The placement and storage of Lessee's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Lessee.
- D. County shall not be liable to Lessee or its officers, agents, employees, representatives, passengers, guests, or other invitees for any damage caused to them or their property by water, rain, wind, snow, ice, sleet, hail, fire, storms, earthquake, volcanic eruption or other acts of god, accidents caused by third parties or by breakage, stoppage or leakage of utilities on or adjacent to the premises. In the event of damage or destruction to the hangar, County is under no obligation to provide substitute hangar space to the Lessee.

**11. INDEMNIFICATION AND HOLD HARMLESS –**

- A. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Lessee shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, and/or in connection with this Agreement including 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.
- B. In addition, the Lessee shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to this Lease: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Lessee, and the Lessee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Lessee. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.
- C. In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.
- D. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- E. Adjustments of Claims: The Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Lessee under this Agreement.

**12. INSPECTION –**

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

**13. AIRCRAFT MAINTENANCE –**

- A. Maintenance and repair work done in this S-1 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.

**14. COMMERCIAL ACTIVITY –**

No commercial or revenue-producing commercial, industrial or aeronautical activity shall be conducted or permitted from any aircraft Hangar without written approval from the Airport Director. Any company seeking to operate as a business on the airfield shall contact the Airport Business office for approval.

**15. ASSIGNMENT, TRANSFER, SUBLEASE –**

The Lessee's Hangar shall not be sublet, assigned or otherwise transferred without completion of the appropriate forms and the express written consent of the Airport. Only the aircraft listed on page 1 of this Agreement shall be stored in this Hangar unless notification and approval has been given by the Airport Director or designated agents. Violation shall be grounds for immediate termination of this Agreement.

**16. 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 written notice 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.
- C. Should Lessee hold over and remain in possession of any part of the Premises without the Lessor's express written consent after the expiration or other termination of this Agreement, or to vacate or to return the premises to the County in clean and good condition and repair, including failure to clean-up contamination as required herein, Lessee shall be a tenant at sufferance and, without limiting Lessor's rights or remedies on account of such breach, and in addition to any other damages available to Lessor, Lessee shall be liable to Lessor for Rent during such holding over at the lesser of (i) 150% of the rate in effect at the time of such expiration or other termination, or (ii) the maximum rate Lessor may charge in accordance with applicable law, plus all other amounts that would become payable under the terms of the Agreement but for such expiration or other termination, and Lessee shall abide by and is otherwise subject to all the other terms, covenants and conditions specified in the Agreement, so far as applicable. Under no circumstances shall Lessor's acceptance of Rent after expiration or other termination of the Agreement be deemed to extend or renew this Agreement or construed as Lessor's consent for tenant to hold over. The foregoing provisions are in addition to and do not affect the County's right of re-entry or any other rights of the County provided herein or as otherwise provided by law. Lessee hereby indemnifies and agrees to hold County harmless from all loss, injury and liability arising from Lessee's failure to surrender the premises in clean and good condition and repair upon the expiration or termination of this Agreement.
- D. Any equipment, machinery, tools, appliances, movable furniture, movable fixtures and/or other personal property of any kind and nature placed on the premises by the Lessee shall remain the property of the Lessee; provided that:
  - 1. The Lessee shall remove such equipment, machinery, etc., prior to the expiration or termination of this Agreement and restore the building to its original condition, reasonable wear and tear excepted;
  - 2. Any such equipment, machinery, etc., which is not removed by the Lessee before the expiration, retaking of possession, or termination of this lease shall conclusively be deemed to have been abandoned and to have become the property of County and to dispose of as Lessor deems expedient in accordance with this Agreement.
  - 3. If such equipment, machinery, etc., is not removed by the Lessee as provided above, the County has the right to remove and dispose of the property at the expense of the Lessee, or has the right to remove and store any or all of such property, at the expense of the Lessee as provided under this Agreement. The County shall have a lien on such property for reasonable storage, and removal charges, and any other charges, including disposal, the County may have against the Lessee and shall have the right to sell any or all of such property and dispose of the proceeds as provided in RCW 60.60. At all times the Lessee shall bear all risk of loss or damage to any equipment, machinery, etc., or personal property placed in or on the premises or any other Airport premises by the Lessee.
- E. County Indemnification. Lessee hereby waives all claims for damages that may be caused by County's re-entering and taking possession of Premises or removing and storing the property of Lessee as provided in this Agreement, and will save County harmless from loss, costs or damages occasioned by Lessee, and no such re-entry shall be considered to be a forcible entry.

**17. NOTICE –**

Any notice provided herein shall be given to the Airport Director in writing, which includes electronic writing, or mailed by registered mail addressed to the Airport Director, Snohomish County Airport, 3220 100<sup>th</sup> St. SW, Suite A 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.

**18. NOTICE OF LIEN –**

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.

- 19. WARRANTIES/GUARANTEES.** County makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the premises and any subsequent structures, and it is agreed that the County will not be responsible for any loss, damage, or costs which may be incurred by Lessee by reason of any such physical condition.

**20. CONSENT OF COUNTY.** Whenever consent, approval, or direction by the County is required under the terms contained herein, all such consent, approval, or direction shall be received in writing from the Airport Director or designee.

**21. GOVERNING LAW AND SEVERABILITY.** The laws of the state of Washington shall govern the validity, performance, and enforcement of this Agreement. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

**22. TOTAL AGREEMENT: APPLICABILITY TO SUCCESSORS.** This Agreement constitutes the entire agreement of the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties. This Agreement and the terms and conditions hereof apply to and are binding on the heirs, representatives, successors, and assignees of both parties.

(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 By:**

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Airport Director: \_\_\_\_\_ Date: \_\_\_\_\_