

**EVERGREEN SOARING
GLIDER TIE-DOWN AGREEMENT**

THIS AGREEMENT made this day hereinafter stated between EVERGREEN SOARING, a corporation of the State of Washington, hereinafter called "Landlord", and the party hereinafter named, hereinafter called "Tenant".

'WITNESSETH'

1. Landlord hereby grants unto tenant the right to tie down the glider hereinafter described on the Evergreen Soaring Parking Ramp at Arlington Municipal Airport. Said glider shall be tied down at the space designated below in accordance with the terms of this agreement and in accordance with all applicable rules and regulations and directions issued by the Landlord.
2. The rent for such tie-down space shall be in the sum hereinafter set forth and shall be payable in advance to the landlord at its office at Evergreen Soaring, 12918 Mukilteo Speedway, C-23 PMB 175, Lynnwood, WA 98087.
3. The term of this agreement shall commence on the first day of _____, 20_____.
4. This agreement creates a one (1) month tenancy. The tenant agrees to pay \$ _____ by the first day of the month beginning on _____ 1st, 20_____. The tenant agrees to pay month-to-month tenancy rate until this agreement is terminated. This agreement may be terminated upon thirty (30) days written notice given either party by the other. **Failure of the tenant to give thirty days written notice of the termination shall render the tenant liable for rent up to and including thirty (30) days beyond the date of termination of this agreement.**
5. Failure to pay rent or any violation of any other terms, conditions or covenants as specified herein by the tenant shall render this agreement null and void and this agreement shall automatically be terminated without notice, and the landlord shall have the right to repossess the tie-down space immediately and without further notice. The landlord may use all remedies available under the laws of the State of Washington including, but not limited to the sale of the glider and the contents of said glider.
6. Upon signing this agreement, the tenant shall abide by all the ordinances of the City of Arlington and the rules and regulations in force at the Arlington Municipal Airport, whether federal, state, or local authorities.
7. The tenant shall save and hold the landlord and landlord's employees, agents, and members harmless of any and all costs, liability, damage or expense, including costs of suit and expenses of legal services, by reason of any injury (including death) or damage to persons or property sustained as a proximate result of the acts or omissions of the landlord, or any or its employees, licensees, agents, members, or guests, or arising out of any condition of the leased premises or the use of the premises in the operation of the landlord's business in, on or about said premises. The landlord, and its employees, agents, and members shall not be liable to the tenant for claims or damages arising from any defect in the construction or of the present condition of the premises, whether known or unknown. The tenant shall further save the landlord harmless and does release the landlord from all liability by reason of the tie-down, storage, or maintenance of the glider.
8. The landlord shall not be liable to the tenant for loss or damage by fire, arson, vandalism, windstorm, snow, earthquake, burglary, nor for the loss or damage of any kind whatsoever arising out of the use or occupancy of the said tie-down space, the obligation of tying-down or otherwise securing the glider being solely that of the tenant.
9. This is an agreement for ground rental only for tying down the described glider and does not include services of any kind or description. The tenant assumes full responsibility for the proper tying-down of the glider, and the landlord and its agents shall have no responsibility in such regard for the discovery or failure of the tenant to do so. Failure of ropes, bolts, hardware, or any equipment for securing and tying down the glider shall give rise in no case to any claim for damages against the landlord, its members, agents, servants, or employees.

10. The tenant shall be liable for all costs and expenses incurred by the landlord in enforcing the terms of this agreement or in the collection of amounts due hereunder, including reasonable attorney's fees.

11. Any notice provided for herein shall be given to the landlord by delivering the same to the landlord at the address hereinafter given. Any notice directed to the tenant may be mailed or emailed to the tenant at the address given in this agreement, or if such address of the tenant is unknown or not deliverable, may be posted upon the glider. In either case, such notice shall be sufficient.

12. The tenant shall place no signs upon the tie-down space nor change the appearance of the tie-down space without the written permission of the landlord. The tenant shall observe good housekeeping practices in the assigned tie-down place, keep the area free from debris, and not create a fire or other hazard.

13. This agreement shall not wholly or in part be assigned by the tenant, and the tenant shall have no right to sublet the tie-down space.

14. No wrecked or dismantled glider, or trailer shall be parked in the tie-down space longer than one week without the landlord's permission.

15. Gliders that are-not in airworthy condition longer than two (2) months will be subject to removal at the owner's expense.

16. The landlord shall have full right of inspection at all reasonable times.

17. Neither the landlord nor its agents or employees shall have any responsibility to notify the tenant of expected windstorm or snowfall, and under no circumstances shall the landlord or its agents or employees be liable to the tenant for failure to notify the tenant of such expected weather conditions even though it may have notified some tenants.

18. The tenant shall be solely responsible for furnishing all equipment necessary to properly secure (tie-down) the glider, including ropes, bolts, hardware, and wheel chocks, and all such equipment shall always be kept by the tenant in excellent condition.

19. If, in the judgment of the landlord, the tenant fails to properly secure the glider, and as a result thereof the glider does or may subject other aircraft or property to damage by collision, the landlord may declare the tenancy forfeited and this agreement is thereby terminated.

20. At any time after the termination of this agreement in the manner herein provided, the landlord may without further notice take possession of the glider and store the same at such place and in such manner as the landlord may deem desirable, including but not limited to the tying down of the glider at any tie-down space and chaining and locking the same until such time and other applicable charges have been paid, and such storage charges have been paid, and such storage costs or tie-down costs to secure said glider and other applicable charges shall be paid by the tenant.

IN WITNESS WHEREOF, we have signed this agreement this _____ day of _____, 20____ .

Tenant

Evergreen Soaring

Tenant Name*(Please Print): _____

Address*: _____

City*: _____ State*: _____ Zip*: _____

Cell Phone*: _____ Home Phone*: _____

Email Address*: _____

Evergreen Soaring Member: ___Regular ___Student ___Family ___Special ___Social

Make*: _____ Model*: _____

Glider Registration Number (N Number)*: _____ Glider Trailer Plate Number: _____

Evergreen Soaring Parking Fee Schedule:

<http://www.evergreensoaring.info/content/evergreen-soaring-trailer-parking-fee-schedule>

(* = Required Field)

FOR EVERGREEN USE ONLY

Effective Date: _____

Account Number: _____

Fees Due: \$ _____

The tenant is assigned space number: _____.

The tenant is reassigned to space number: _____. Date: _____ By: _____

The tenant is reassigned to space number: _____. Date: _____ By: _____

The tenant is reassigned to space number: _____. Date: _____ By: _____