

KENMORE AIR[™] *harbor inc.*

6321 NE 175th Street, Kenmore, WA 98028

Kenmore Air, "The Seaplane Airline" • Kenmore Air Express • Kenmore Air Cargo • EDO Floats

AIRCRAFT TIE-DOWN AND MOORAGE AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between Kenmore Air Harbor, Inc., a Washington corporation, hereinafter referred to as KAH, and _____, hereinafter referred to as Owner.

FOR AND IN CONSIDERATION of the mutual promises of the parties hereto, the parties agree as follows:

1. LEASED PREMISES AND SERVICES.

KAH hereby leases to Owner space for one (1) aircraft, having identification No. _____ for the purpose of parking, moorage or storage. KAH also will provide aircraft moving services to and from the KAH waterfront and the tie-down location.

2. COMPENSATION OF KAH.

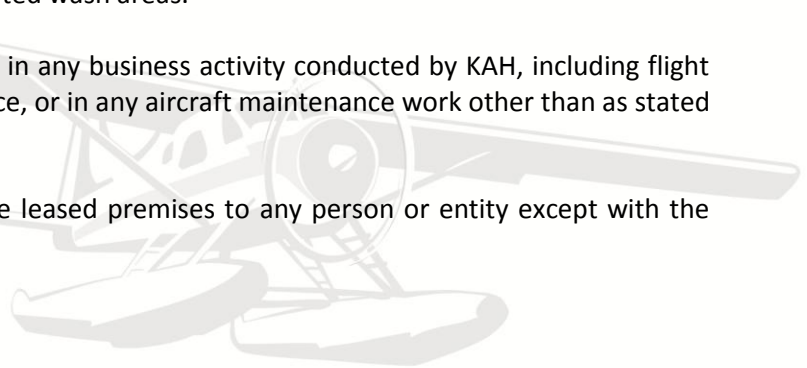
Owner shall compensate KAH its current monthly rate for aircraft tie-down and moorage services which shall be payable by Owner upon receipt of each monthly KAH invoice.

3. TERM.

The term of this agreement shall be from month to month with cancellation by either party upon thirty days written notice from one party to the other.

4. OBLIGATIONS OF THE OWNER.

- (a) Owner's aircraft must be maintained in a movable condition at all times with KAH having the right to relocate the aircraft without Owner's permission as KAH deems necessary. KAH reserves the right to relocate the aircraft to accommodate the spacing of other aircraft, or for security, or for any other reason.
- (b) Owner may engage in routine and limited preventative maintenance on the leased premises, but shall not engage in any overhaul of frames, engines, engine removal, oil changes or replacement of major aircraft components. Aircraft washing shall be accomplished only in designated wash areas.
- (c) Owner agrees not to engage in any business activity conducted by KAH, including flight training, charter or taxi service, or in any aircraft maintenance work other than as stated in paragraph (b) above.
- (d) Owner shall not sublease the leased premises to any person or entity except with the written approval of KAH.



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- (e) Owner accepts sole responsibility for any damage or loss incurred as a result of Owner operation of the aircraft on KAH property or in the water or docking area adjacent thereto. Owner also accepts sole responsibility for securing Owner's aircraft to a pier while in the water until such time as KAH staff relocates the aircraft or takes possession of it for transport to a tie-down location. Both parties acknowledge that KAH is responsible only for taking reasonable measures to secure and protect Owner's aircraft from damage caused by normal winds or weather conditions, meaning the providing, maintaining, and using tie-down ropes adequate to secure the aircraft under average wind conditions for the KAH locale. Owner acknowledges that KAH is not responsible for any damage that may occur as a result of abnormal winds or heavy snow or ice accumulations.
- (f) **Owner agrees to provide KAH with a certificate of insurance that provides evidence of liability insurance coverage for bodily injury and property damage in an amount not less than \$1,000,000.**

5. **OBLIGATIONS OF KAH.**

KAH shall be responsible for the repair of any damage, for which KAH is legally liable, to Owner's aircraft caused by the movement of the aircraft by KAH staff between a tie-down location and the KAH waterfront. KAH shall only be responsible, however, for the repair of damage to the aircraft, and shall not be responsible for any loss resulting from any delay, any loss of use, loss of revenue, diminution of aircraft value or any other consequential or incidental loss that may be suffered by Owner while KAH is accomplishing any repair. If KAH makes the repair, it shall use reasonable means to initiate and complete any repair in a timely manner.

6. **INDEMNIFICATION.**

Owner shall indemnify and hold KAH harmless from any liability, cost, damage, and expense resulting from damage to or destruction of Owner's aircraft or other property of Owner, unless such damage, cost or expense was caused by the movement of Owner's aircraft by KAH staff as above described, or by any intentional or grossly negligent act of KAH staff. Owner agrees to release, and hereby does release, KAH and its directors, officers, employees and agents from any and all liability or responsibility to Owner or anyone claiming through or under Owner by way of subrogation or otherwise for any loss or damage to person or property. Further, Owner agrees to hold harmless KAH from any consequential loss, diminution of aircraft value, loss of use or other incidental loss that Owner may suffer or claim to have suffered during the term of this agreement and related to the use of KAH property or facilities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date hereinabove first written.

KENMORE AIR HARBOR, INC.

