



AIRCRAFT RENTAL AGREEMENT

Version 1.4, 9/14/18

I, _____, (hereinafter referred to as "Customer/Pilot") hereby agree to the following terms and conditions for the use/rental of Lavion Aero, (hereinafter referred to as "Operator") Aircraft:

1. **RENTAL PERIOD:** The rental period shall be in one-tenth (0.1) hour periods as determined by the "Hobbs" meter time (if equipped) or 1.2 times the tachometer time, rounded up to the next tenth hour at the beginning and end of each rental period. In the case of any malfunction of time recording equipment then actual clock time will be used. Operator must be notified of any delays in the return of the Aircraft by the scheduled return time – see "Late Return" section below.
2. **CHECK-OUT:** Aircraft May be operated only by the Customer/Pilot who has completed flight training and/or a check out with an Operator instructor. The completion of this Check-Out will be entered into the Operator records. The Customer/Pilot must also meet the minimum legal and insurance carrier qualifications for the aircraft flown.
3. **RENTAL FEES AND MINIMUM RENTAL CHARGES:** Customer/Pilot shall pay Operator a rental fee for Customer/Pilot's use of the Aircraft according to the published rate structure. Such rental fees shall be due and payable immediately at the end of the rental period unless the office is closed, in which case the rental fee invoice will be emailed and will be due upon receipt. In the event of non-payment of any outstanding invoice within fifteen (15) days, interest will accumulate at a rate of 1.5% per month until the balance is paid in full. Furthermore, all applicable debit charges involved with a returned check will be added to the balance for collection, as well as reasonable collection fees (minimum collection fee is \$200.00), including attorney's fee.

For highly utilized aircraft there will be minimum rental charges for extended periods of rental. The minimum charges are as follows for such aircraft:

- a. Four - Five (4-5) hours reserved – 2.0 Hobbs time
- b. Six - Seven (6-7) hours reserved – 3.0 Hobbs time
- c. More than 7 hours reserved– 3.5 Hobbs time per 24-hour period

These are considered basic minimums; the time may be less with prior arrangement or based on availability.

4. **REBOOKING:** Aircraft and/or Instructors are subject to rebooking if Customer/Pilot is more than thirty (30) minutes late for a scheduled appointment.
5. **LATE RETURN:** If unable to return the Aircraft on schedule, Customer/Pilot must notify Operator by telephone. Failure to return an aircraft by the end of the schedule return time may incur a penalty fee if the late return conflicts with another renter's scheduled usage and the reason of the late return is not due to aircraft or weather issues.
6. **DEAD BATTERY (at fault):** If the Master Switch or other electrical device is left on in the Aircraft and the battery is depleted, there will be a minimum fee of \$50.00 charged to the Customer/Pilot who caused the battery depletion. If the renter is taking flight lessons from an Operator instructor then the fee will be split between the instructor and the Customer/Pilot.

- 7. CANCELLATION/NO-SHOW FEES:** If Customer/Pilot cancels Aircraft, Flight Instructors or lessons inside of twenty-four (24) hours prior to the appointment, Customer/Pilot is subject to being billed for 25 percent of the Aircraft time reserved, up to a maximum of \$175.00 of Aircraft time. In the event of a No-Show without previous notice, there will be a charge of one (1) hour of flight time for bookings of up to six (6) hours and three (3) hours of flight time for bookings of more than six (6) hours up to twenty-four (24) hours. Aircraft scheduled for the rental period to take place before and/or after normal business hours will be subject to a minimum cancellation fee of seventy-five dollars (\$75.00), with exclusion for weather or health related cancellations.
- 8. CURRENCY:** Customer/Pilot must have flown the Operators Aircraft within the preceding 60 days to maintain flight proficiency.
- 9. RECORDS:** It is Customer/Pilot's responsibility to keep his/her insurance records updated with the current information on their address, phone number, driver's license number, credit, card, FAA medical class and date, and flight review date. Customer/Pilot must produce these documents prior to the signing of this Agreement.
- 10. COPYRIGHTS:** Course, operations, and agreements materials are copyrighted by Operator and are for the Operator and Customer/Pilot's personal use only. Sharing of this material with any outside entity is prohibited.
- 11. PAYMENT CONDITIONS:** All sales are final. Refunds of pre-payments or money placed on account will be handled on a case-by-case basis.
- 12. FLIGHT INSTRUCTION:** Flight Instruction by Operator instructors is billed at the current published rates. Overall billable instruction time is a combination of any ground or flight instruction in addition to any time an instructor spends on behalf of a Customer/Pilot.
If the Customer/Pilot wishes to use a private flight instructor not currently affiliated with Operator, the Customer/Pilot must first receive approval from the Operator for that instructor. The Customer/Pilot's instructor may be required to complete a checkout in the Operator aircraft, for which the Customer/Pilot will be billed aircraft and Operator instructor time at current rates. Once approved, the Customer/Pilot shall pay \$10 per instruction hour (in hours and tenths) to the Operator for all instruction time received from the personal instructor while in flight in the Operator aircraft and while using Operator facilities for ground instruction. Flight Instructors and Customer/Pilot acknowledge that Operator Flight Instructors are not employees of Operator.
- 13. SMOKING/VAPING:** Smoking or vaping/electronic cigarettes inside or in the vicinity of any Operator Aircraft is prohibited. Smoking or vaping inside any Operator aircraft by a Customer/Pilot will result in the revocation of rental privileges of the Customer/Pilot.
- 14. PREFLIGHT:** Customer/Pilot shall personally conduct a preflight inspection of the Aircraft as prescribed by the Operator checklist, including checking documents, fuel from all sumps and determining that the fuel and oil on board the Aircraft are sufficient for the planned lesson/flight. If during preflight, Customer/Pilot notices any damage or maintenance issue (for example a flat spot on a tire), Customer/Pilot should report the issue to the Operator prior to the flight, so as not to be held liable. Also, the Customer/Pilot shall brief all passengers on the proper use of seats, seat belts, air vents, lights, emergency exits and emergency procedures, and shall follow all appropriate Federal Aviation Administration (hereinafter referred to as "FAA") rules and regulations.

- 15. WEATHER:** Customer/Pilot shall obtain weather reports, forecasts or weather briefings for the proposed flight prior to commencing the flight. The Aircraft shall be operated only when current and forecast aviation weather indicates that VFR weather conditions exist both locally and en route. IFR operations are permitted only for the Instrument-Rated and current Customer/Pilot in appropriately equipped aircraft. For student solo pilots, the weather must be beyond basic VFR minimums. Reported ceilings at all airports reporting such within a 15nm distance of the route to be travelled must be 2000' AGL or better and visibilities of 4 statute miles or greater. This is regardless of whether the flight is conducted within controlled airspace (class E) or uncontrolled airspace (class G).
- 16. ACCIDENTS/INCIDENTS:** Customer/Pilot agrees to report to Operator any accident, incident, mishap, physical damage or injury to person(s) or to the Aircraft as soon as practicable.
- 17. CERTIFICATES:** Customer/Pilot must hold valid and current FAA pilot and medical certificates and have passed a biennial flight review or equivalent within the last twenty-four (24) months and be current in all respects. Notwithstanding anything to the contrary, Customer/Pilot shall be responsible to determine Customer/Pilot's legal ability to operate rented Aircraft, in terms not limited to appropriate and current medical certificate, pilot's license, biennial review and any other legal limitations.
- 18. SEIZURE OR FORFEITURE OF AIRCRAFT:** In the event of seizure, forfeiture or damage to the Aircraft as a result of the Customer/Pilot's actions, inactions, or negligence, Customer/Pilot agrees to pay Operator and amount equal to two (2) hours per day rental of the Aircraft at the current hourly rate for each day the Aircraft is held out of service. The total of such payments are not to exceed the fair market value of the Aircraft. Customer/Pilot also agrees to pay all legal and attorney's fees and all expenses incurred in the recovery of said Aircraft.
- 19. FUEL AND OIL FEE CREDITS:** Fuel credits for fuel/oil purchased at other airports will be applied to the Customer/Pilot's account based upon the presentation of proper receipts at the time the Aircraft is returned to the Operator. Fuel/oil purchases will be credited at the current price of fuel/oil at the Operator's FBO regardless of the actual price paid for the fuel/oil. Any charges other than fuel/oil will not be reimbursed unless authorized in this Agreement or unless prior authorization for additional charges was received from the Operator. Credits must be requested/documented during the check-in process at the termination of the flight and must be accompanied by receipts showing units (gallons/quarts) purchased. All credit is applied to the Customer/Pilot's account, no cash, check, or credit card reimbursements will be made.
- 20. CUSTOMER/PILOT'S PHYSICAL CONDITION:** Customer/Pilot shall not operate the Aircraft if Customer/Pilot has used intoxicating beverages, liquor, tranquilizers, sleep-inducing medications or any other medications or substances that may compromise or affect the Customer/Pilot's judgment or motor skills within twenty-four (24) hours prior to the commencement of a flight. In addition, Customer/Pilot shall not operate the Aircraft if Customer/Pilot suffers from any physical or mental impairment that would affect the safety or wellbeing of the passengers or the Aircraft.
- 21. PROHIBITED ACTIVITIES:** The following is a list of prohibited activities in Operator aircraft:
- a. The Aircraft shall not be used to carry persons or property for hire or any sort of commercial activity as defined by FAA guidance and regulation and as restricted by Operator and aircraft insurance policies.
 - b. The Aircraft shall not be used for flight instruction of non Operator customers except as provided for elsewhere in this agreement.
 - c. The Aircraft shall not be used to carry hazardous or illegal substances.

- d. No objects, including people, may enter or exit the Aircraft while the engine is running or while the Aircraft is in flight. Parachuting is prohibited.
 - e. The Aircraft may not be flown in any race or contest unless prior permission is obtained by The Operator. Aerobatics are prohibited in Operator Aircraft.
 - f. The Aircraft shall not be flown below 500' AGL except for the purpose of taking-of or landing. Any 'buzzing' (low flight near) of people or property is expressly prohibited and grounds for permanent revocation of rental privileges.
- 22. SUBLEASE ASSIGNMENT:** Subleasing the Aircraft or assigning this Agreement to any other party or person by the Customer/Pilot is prohibited.
- 23. CONDITION OF AIRCRAFT:** Customer/Pilot hereby acknowledges that Operator is not the manufacturer of the Aircraft, not the manufacturer's agent, and that Operator makes no warranty or representation, either express or implied, as to the fitness, workmanship, design condition, or merchantability of the Aircraft, its fitness for any particular purpose, or the quality or capacity or the materials in the Aircraft.
- 24. AIRCRAFT CARE:** At the termination of the rental period, Customer/Pilot shall return the Aircraft to Operator in the same condition as when received, except for reasonable wear and tear. Customer/Pilot agrees to maintain engine at proper operational fluid levels. Customer/Pilot shall be liable to Operator for any and all loss or damage, including but not limited to: broken static wicks, flat-spotted tires, spilled food and beverages in the cabin, damage to landing gear or firewall due to excessively hard landing, damage to the wings, elevator or rudder tips, damage to the engine due to failure to maintain proper fluid levels, or any other damaged sustained by the Aircraft. If an insurance claim is made on the aircraft due to damage caused by Customer/Pilot's negligence, Customer/Pilot will be responsible for the full amount of the deductible fee due to the insurance company.
A \$10.00 cleaning fee will be applied to Customer/Pilot's account for Aircraft returned in an un-clean condition. Customer/Pilot agrees to always tie down the Aircraft securely whenever the aircraft is left unattended.
- 25. AIRCRAFT SQUAWKS:** Any damage incurred whether minor or substantial shall be reported to Operator immediately. Customer/Pilot shall report any damage or problems with the Aircraft observed during the preflight inspection to Operator prior to the flight, so as not to be held liable for the problem. Customer/Pilot will be held responsible for any damage or problem previously occurring in the Aircraft if said damage or problem is not reported to Operator prior to Customer/Pilot's use of the Aircraft. Discrepancies, damage, or problems occurring during the flight shall be reported to Operator after each flight as part of the check-in process. Squawks should be documented appropriately or can be reported by notifying the Operator.
- 26. STUDENT PILOT RULES:** If Customer/Pilot is a Student Pilot; Customer/Pilot may only fly under the direct supervision of an Operator's approved, certified flight instructor. Student Pilots must file a FAA Flight Plan for all cross-country flights.
- 27. EMERGENCY REPAIRS:** Emergency Repairs shall be defined as repairs to the Aircraft that due to regulations, mechanical failure, or damage, should be made to the Aircraft before further flight. Should the Aircraft require Emergency Repairs, Customer/Pilot shall comply with the following procedures: (a) Contact Operator for instructions; (b) If no contact can be made and repair can be affected for One Hundred Dollars (\$100.00) or less, Customer/Pilot may authorize and make payment for the repairs, for which

Customer/Pilot shall be reimbursed by Operator. Under no circumstances, shall the Aircraft be flown by Customer/Pilot if to do so would violate any governmental statute or regulation or compromise the safety of Customer/Pilot, his/her passengers, or the Aircraft.

- 28. INDEMNITY-FORCE MAJEURE:** Customer/Pilot agrees to release, indemnify and hold Operator, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorney's fees and expenses incidental thereto, which may be suffered by, or charged to Operator by reason of any loss or damage to any property, or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Customer/Pilot of any covenant of condition of the Agreement or by an act or failure to act of Customer/Pilot.
- 29. DISCLAIMER OF LIABILITY:** Operator hereby disclaims and Customer/Pilot hereby releases Operator from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage, death, or injury of any nature whatsoever sustained by Customer/Pilot, its employees, agents or invites during the term of this Agreement. The parties hereby agree that under no circumstances shall Operator be liable for indirect, consequential, special or exemplary damages, whether in contract or tort including strict liability and negligence, such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting if Aircraft under this Agreement.
- 30. PRIVACY AGREEMENT:** Operator follows strict security standards and procedures to help prevent unauthorized access to personal information, aircraft and airports. Only properly authorized employees of Operator may access information Operator collects from or about Customer/Pilot to conduct business. Instructors of Operator who have access to customer or consumer information may use it only for legitimate business purposes. Additionally, Operator safeguards Customer/Pilot information in accordance with data security regulations, including personal information received via the Internet. Operator may disclose information we collect about Customer/Pilot to government, regulatory and legal authorities in response to a subpoena, to prevent acts of terrorism, to comply with an inquiry by a government agency.
- 31. CERTIFICATION:** Customer/Pilot certifies that the above information is correct. Customer/Pilot understands that Operator is relying on this information to rent Aircraft to Customer/Pilot. Customer/Pilot agrees to the terms and conditions set forth therein.

Date: _____

Customer/Pilot Signature: _____

Customer/Pilot Printed Name: _____

Parent/Guardian Signature:
(If Customer/Pilot is under the age of 18) _____

Parent/Guardian Printed Name: _____