



AIRCRAFT RENTAL AND TRAINING AGREEMENT

Version 1.7, 11/7/2022

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 "Lavion") aircraft, simulator, and/or equipment (hereinafter referred to as "Aircraft") or use of Lavion Aero's instructor staff (Instructor):

- 1. USE PERIODS:** The use periods 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, or clock 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 (Hobbs or tach) then actual clock time will be used. Lavion 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 a Lavion instructor. The completion of this Check-Out will be entered into the Lavion records. The Customer/Pilot must also meet the minimum legal (as defined by Federal Aviation Administration (hereinafter referred to as "FAA") regulations) and insurance carrier qualifications for the aircraft used (see insurance brief).
- 3. USE FEES AND MINIMUM USE CHARGES:** Unless otherwise arranged for in writing, customer/Pilot shall pay Lavion a use and instructor fee for Customer/Pilot's use of the Aircraft and/or instructor according to the published rate structure. Such fees shall be due and payable immediately at the end of the use period. In the event of non-payment of any outstanding amount due, interest will accumulate at a rate of 1.5% per month until the balance is paid in full from the first day of any amount due. 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), plus any necessary attorney/legal fees. Unless otherwise arranged for in writing, there will be minimum use charges for extended periods of use. The minimum charges are as follows for such aircraft:
 - a. Four - Five (4-5) hours reserved – 3.0 Hobbs hrs
 - b. Six - Seven (6-7) hours reserved – 4.0 Hobbs hrs
 - c. More than 7 hours reserved– 5.0 Hobbs hrs per 24-hour period

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

- 4. REBOOKING:** Aircraft and/or Instructors are subject to rebooking or cancellation if Customer/Pilot is more than thirty (15) minutes late for a scheduled appointment. If Lavion is unable to book the aircraft and/or instructor during the scheduled block, then the "no show" policy below shall apply.
- 5. LATE RETURN:** If unable to return the Aircraft on schedule, Customer/Pilot must notify the next renter, instructor, or Lavion by telephone and/or text. 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. In such case the late Customer/Pilot shall owe the next scheduled Customer/Pilot a minimum of 30 minutes of aircraft rental.

- 6. BATTERY DRAINAGE (at fault):** If the Master Switch or other electrical device is left on in the Aircraft by the Customer/Pilot 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 a Lavion 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 Instructor, or lessons inside of two (2) to twenty-four (24) hours prior to the appointment without acceptable cause, Customer/Pilot is subject to being billed for 25 percent of the Aircraft or Instructor time reserved, up to a maximum of \$175.00. In the event of a No-Show without prior notice or a cancellation within 2 hours of the scheduled period without valid cause, the Customer/Pilot is subject to a charge of one (1) hour of time for Aircraft and instructor bookings of up to six (6) hours, and three (3) hours of flight time for bookings of more than six (6) hours. Waiver of these fees for weather or health related cancellations will be at the discretion of Lavion. Repeated short-notice or no-show cancellations may result in prohibition from using Lavion resources. If a student's/pilot's scheduled instructor fails to show up or cancels a lesson within 2 hrs of the scheduled start time without acceptable cause, the student/pilot is due a credit of 1 hr of instructor time to their account. This is a credit only and is not reimbursable in cash, CC refund, or other monetary funds.
- 8. CURRENCY:** Customer/Pilot must meet all FAA currency requirements for any aircraft usage. Also, Customer/Pilot must have flown Lavion's Aircraft being rented within the preceding 180 days unless it can be shown via logbook entry that the Customer/Pilot has recent flight experience in the same category and class and same or similar make and model. Failure to meet any of the stated recency of experience requires a checkout with a Lavion instructor in the Aircraft to be rented at the expense of the Customer/Pilot. Such currency and checkout requirements do not apply to the simulator.
- 9. RECORDS:** It is Customer/Pilot's responsibility to keep his/her scheduler records updated with the current information for their email address, phone number, pilot certificate information, FAA medical class and expiration date, renters insurance date, and flight review date. Any falsification of this information for any purpose will result in immediate suspension from further rental or usage of Lavion Aircraft and may result in full financial liability if such falsification results in any sort of insurance claim denial.
- 10. COPYRIGHTS:** Course, operations, and agreement materials are copyrighted by Lavion and are for Lavion and Customer/Pilot's personal use only. Sharing of this material with any outside entity without prior written permission is strictly prohibited.
- 11. PAYMENT CONDITIONS:** All money owed is due immediately at the conclusion of any individual lesson, rental, or training session. All sales are final. Refunds of pre-payments, over-payments, or money placed on account will be granted upon request unless such funds are marked as non-refundable through other agreements. Any Aircraft usage charges are not refundable.
- 12. FLIGHT INSTRUCTION:** Flight Instruction by Lavion instructors is billed at the current published rates. Overall billable instruction time is a combination of any ground and/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 Lavion, the Customer/Pilot must first receive approval from Lavion for that instructor. The Customer/Pilot's instructor may be required to complete a checkout in Lavion aircraft, for which the Customer/Pilot will be billed aircraft and Lavion instructor time at current rates. Once approved, the Customer/Pilot shall pay \$10 per instruction hour (in hours and tenths) to Lavion for all instruction time received from the personal instructor

while utilizing Lavion Aircraft and while using Lavion facilities for ground instruction. Flight Instructors and Customer/Pilot acknowledge that Lavion Flight Instructors are not employees of Lavion.

- 13. SMOKING/VAPING:** Smoking or vaping/electronic cigarettes inside or in the vicinity of any Lavion Aircraft, Lavion hangars, or Lavion facilities is prohibited. Smoking or vaping inside any Lavion 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 Lavion or manufacturer Aircraft checklist, POH, or AFM, 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 showing cords on a tire), Customer/Pilot should report the issue to Lavion via a reported squawk 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 exit procedures and emergency procedures, and shall follow all appropriate 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 on VFR flights only when current and forecast aviation weather indicates that VFR weather conditions exist both locally and en route. IFR operations are permitted only for Instrument-Rated and current Customer/Pilots 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 Lavion 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 flight review or equivalent within the last twenty-four (24) months and be current in all respects unless flying with a Lavion instructor. 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 physical and mental health, appropriate and current medical certificate, pilot's license, flight review, recency of experience, and any other regulatory 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 Lavion an amount equal to two (2) hours per day usage of the Aircraft at the current hourly rate minus calculated fuel costs 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 Lavion legal and attorney's fees and all Lavion 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 Lavion. Fuel/oil purchases will be credited at the current price of fuel/oil at Lavion's base of operations regardless of the actual price paid for the fuel/oil by Customer/Pilot. 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 Lavion. 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. Such health restrictions do not apply to the use of the simulator or receiving ground instruction.

21. PROHIBITED ACTIVITIES: The following is a list of prohibited activities in Lavion 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 Lavion and Aircraft insurance policies.
- b. The Aircraft shall not be used for flight instruction of non Lavion customers except as provided for elsewhere in this agreement.
- c. The Aircraft shall not be used to carry hazardous or illegal substances.
- d. The Aircraft may not be flown in any race or contest unless prior permission is obtained by Lavion. Aerobatics are prohibited in Lavion Aircraft.
- e. The Aircraft shall not be flown below 500' AGL except for the purpose of taking off, landing, or low passes over the runway. Any 'buzzing' (low flight near) of people or property is expressly prohibited and grounds for permanent revocation of rental privileges in addition to possible FAA enforcement actions.

22. SUBLEASE ASSIGNMENT: Subleasing, sub-renting, or loaning Lavion 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 Lavion is not the manufacturer of the Aircraft, not the manufacturer's agent, and that Lavion 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 of the materials in the Aircraft.

24. AIRCRAFT CARE: At the termination of the rental period, Customer/Pilot shall return the Aircraft to Lavion in the same condition as when received, except for reasonable wear and tear. Customer/Pilot agrees to maintain engine fluids at proper operational levels. Customer/Pilot (personally or through their non-owned aircraft insurance) shall be liable to Lavion for any and all loss or damage, including but not limited to: broken static wicks, flat-spotted tires due to dragging brakes on take-off or landings, 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. (see 26. INSURANCE section for details).

A minimum of 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 secure the aircraft including locking controls, tying down, removing keys, and locking doors (when possible) whenever the aircraft is left unattended.

- 25. AIRCRAFT SQUAWKS:** Any damage incurred whether minor or substantial shall be reported to Lavion immediately. Customer/Pilot shall report any damage or problems with the Aircraft observed during the preflight inspection to Lavion prior to the flight, so as not to be held liable for the issue. 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 Lavion prior to Customer/Pilot's use of the Aircraft. Discrepancies, damage, or problems occurring during the flight shall be reported to Lavion immediately after each flight as part of the check-in process. Squawks should be recorded in the scheduler or can be reported by notifying Lavion.
- 26. INSURANCE:** Lavion carries liability and hull damage insurance for the aircraft, with deductibles for any damages. However, Lavion requires all Customers/Pilots to obtain personal non-owned/renter's insurance to be the primary point for any claim amounts. This renter's insurance must have a minimum of \$25,000 hull coverage will be the first in-line for claims for any damages up to the insurance maximum. Lavion's insurance will only be forwarded claim amounts in excess of the Customer/Pilot renter's insurance. The Customer/Pilot will provide Lavion with a copy of this required insurance policy and agrees to keep such policy in full force and effect during any period of flight instruction or rental. If the Customer/Pilot does not carry, cancels, or allows to lapse, the required renter's insurance then the Customer/Pilot agrees to reimburse all costs incurred by Lavion as the result of any incident while the aircraft is under the Customer/Pilot's possession and/or control, regardless of fault, up to the deductible on Lavion's current insurance policy – currently 10% of the insured value of the aircraft. Customer/Pilot hereby agrees to cooperate fully with Lavion and coordinate with their renter's insurance representatives throughout all periods during which a claim is active.
- 27. REMOTE 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 at an airport which is not the home base of Lavion, Customer/Pilot shall comply with the following procedures: (a) Contact Lavion for instructions; (b) If no contact can be made within a reasonable time 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 Lavion. Under no circumstances, shall the Aircraft be flown by Customer/Pilot if doing so would violate any governmental statute or regulation or compromise the safety of Customer/Pilot, his/her passengers, or the Aircraft. Emergency repairs are not authorized when the aircraft is at its home base.
- 28. INDEMNITY-FORCE MAJEURE:** Customer/Pilot and the Customer/Pilot's estate agrees to release, indemnify and hold Lavion, its officers, employees, and contractors 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 Lavion 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 or condition of the Agreement or by an act or failure to act of Customer/Pilot.
- 29. DISCLAIMER OF LIABILITY:** Lavion hereby disclaims and Customer/Pilot hereby releases Lavion 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 Lavion 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 of Aircraft under this Agreement.

30. PRIVACY AGREEMENT: Lavion follows strict security standards and procedures to help prevent unauthorized access to personal information, aircraft and airports. Only properly authorized personnel of Lavion may access information Lavion collects from or about Customer/Pilot to conduct business. Flight and ground Instructors of Lavion who have access to customer or consumer information may use it only for legitimate business purposes. Additionally, Lavion safeguards Customer/Pilot information in accordance with data security regulations, including personal information received via electronic sources. Lavion may disclose information we collect about Customer/Pilot to government, regulatory, and legal authorities in response to a subpoena, to prevent acts of terrorism, or to comply with an inquiry by an authorized government agency.

31. CERTIFICATION: Customer/Pilot hereby certifies agreement 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: _____