

Scottsdale Executive Flight Training Aircraft Rental Agreement

TERMS OF AIRCRAFT USE AND RENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between Scottsdale Executive Flight Training, LLC ("SEFT"), with its principal place of business located at 15290 N 78th Way, Suite 101, Scottsdale, Arizona 85260, and:

Name: _____

Address: _____

City: _____ State: ____ Zip code: _____

("Renter") and shall be effective as of _____ ("Effective Date").

RECITALS

WHEREAS, SEFT is engaged in the business of providing services involving aircraft rental and Instruction;

WHEREAS, Renter desires to rent SEFT' aircraft for the purposes of attaining their pilot certification, additional ratings, or for leisure.

NOW THEREFORE, **SEFT** and **Renter** agree as follows:

Scheduling and Cancellations

I. Cancellations

- 1) Flight Instructor time:** when cancelling a session with a flight instructor, every effort should be made to do so at least 24 hours in advance. We reserve the right to charge a 50% cancellation fee of the total blocked time whenever a scheduled event is cancelled with less than 24 hours advance notice.
- 2) Aircraft Time:** when cancelling reservations for an aircraft, every effort should be made to release the aircraft (cancel the reservation) at least 24 hours in advance. We reserve the right to charge a 50% cancellation fee of the total blocked time whenever an aircraft reservation is cancelled with less than 24 hours advance notice.

II. Unused Reservations: Both Flight Instructor and Aircraft reservations which go unused will be treated in the same manner as cancellations within 24 hours as described in 1) and 2) above.

III. Aircraft Rental

- 1) Basis of Charge:** All charges for use of an aircraft will be based on operation time accrued as measured by the aircraft **Hobbs** meter (not the "Tach Time" or "airtime") or, in the event of an overnight rental, the minimum charge specified below, *whichever is greater*.
- 2) Hourly Rates:** Aircraft rental rates are for the use of the aircraft on a "**DRY**" basis. Renter is responsible for fuel. Aircraft will be refilled on return to base and renter

Initials: _____

Scottsdale Executive Flight Training Aircraft Rental Agreement

will be charged for the fuel needed to refill the fuel tanks to their dispatch fuel state.

3) Honoring Schedules: Safe operations notwithstanding, all aircraft should be returned to SDL in a timely manner. Should circumstances prevent returning at or before the end of the scheduled rental period, every effort should be made to notify SEFT as soon as possible.

4) Minimum Rental Fees: All multi-day rentals are subject to a minimum 2 hour rental charge for every night the aircraft is away. Charges for multi-day rental will be the GREATER of actual Total Time or 2 hours per night away.

5) SR-22 Additional Renter Fees for Specially Equipped aircraft: The Renter shall pay for all expenses incurred by SEFT in the use and operation of the following at the current rates:

a. Use of the Perspective Global Connect that includes satellite phone and text messaging through Iridium Communications; (Typically \$3 per minute)

b. TKS Fluid Tanks Refills (typically \$34.99 per gallon plus \$70 maintenance refill fee)

c. Oxygen System Refills (Typically a \$100 maintenance refill fee).

6) Flight Rules and Restrictions:

- a. Renters accept full and sole responsibility for the operation of the aircraft and for compliance with all with Federal Air Regulations as well as any/all applicable state and local rules and regulations.
- b. Renter understands that flights outside the United States "lower 48" are prohibited unless individually and specifically approved, in advance, in writing, by SEFT management.
- c. Renter accepts sole responsibility for any and all charges and fees including, but not limited to fueling and defueling fees, landing fees, ramp fees, servicing charges, incurred or ascribed to the operation of the aircraft, from the time the aircraft is checked out, until it is returned.
- d. Renter understands that, except in an emergency, operations to/from unimproved airfields are prohibited. SEFT aircraft are to be flown into and out of paved runways.
- e. Renter understands and agrees to comply with the follow safety rules.
 - i. hand propping is specifically prohibited;
 - ii. smoking in or near the aircraft is prohibited;
 - iii. operating an aircraft in any manner (starting, taxiing, or flying) while under the influence of alcohol or drugs as defined by FAR's is prohibited.
 - iv. Renter will wait a minimum of 24 hours before flying after a blood donation.

IV. Instruction

1) Basis of Charge: As professionals, SEFT flight instructors are billed on the basis of time scheduled. Instruction billing time begins at the pre-appointed start time, and ends at the completion of the post lesson debriefing. (For example, a 4 hour lesson

Initials: _____

Scottsdale Executive Flight Training Aircraft Rental Agreement

ends a half hour early, the client is only billed for 3.5 hours. If the lesson goes twenty minutes over, the student is billed for 4.3 hours.) Hours billed are rounded to the tenth of an hour (i.e. 2.1 hours).

- 2) Authorized Instructors:** Renter understands that SEFT flight instructors are the only individuals authorized to instruct in SEFT aircraft. Giving or receiving flight instruction by or from any flight instructor not specifically authorized by SEFT is prohibited.

V. Documentation: Renter is required to maintain the following on file with SEFT:

- Pilot Certificate (verified through FAA online system)
- Current FAA Medical Certificate
- Proof of citizenship: either
 - Valid, unexpired passport
 - Sealed copy of birth certificate accompanied by an unexpired government issued photo ID (state driver's license, military ID, government departmental photo ID and so forth)
- TSA authorization, if required.
- A current and valid credit card and charge authorization.

VI. Pilot Requirements:

1) Check-out: Renter must demonstrate a sound working knowledge of and ability to proficiently and safely operate each aircraft make/model to be rented PRIOR to renting any SEFT aircraft for solo/non-instructional flights.

2) Currency: Renter must meet the currency requirements of the Federal Aviation Regulations. Additionally, **whenever Renter has not flown a previously authorized make/model with SEFT within 60 days, a flight checkout is required.**

3) Commercial Use: Renter understands that commercial use (as defined by FARs) of any SEFT aircraft is strictly prohibited.

VII. Maintenance

Discrepancies: Renter will report/record any maintenance discrepancies or inoperative equipment when returning the aircraft. **If a renter discovers damage to any part of the aircraft during preflight he/she must immediately notify SEFT prior to flight to insure proper documentation.**

Malfunctions and Repairs: Any repairs away from SDL requires approval from SEFT Management (480-614-1166/602-339-4320) in advance of any such repairs/maintenance.

Renter agrees to notify SEFT immediately if involved in an accident or incident (this includes a propeller strike).

Renter agrees not to leave/abandon the aircraft at any airport other than Scottsdale Airport. The Renter will be charged pilot expenses plus flight time to return the aircraft to KSDL.

Initials: _____

Scottsdale Executive Flight Training Aircraft Rental Agreement

Renter agrees to pay the repair and/or replacement costs for any damages caused solely by Renter through negligence, failure to comply with the FARs, the AIM, and/or failure to follow proper procedures stipulated in the aircraft pilot operating handbook or flight operations manual. (see insurance policy requirements below)

VIII. Fuel and Oil

Fuel: Fuel is **NOT** included in the hourly rental fees. Aircraft are rented on a **DRY** basis. Aircraft will be returned with fuel equal to their fuel level at the beginning of the rental period. Renter is responsible for the cost of fuel added to return the aircraft to its pre-dispatch fuel state (either full tanks or "to the tabs").

Engine Oil: Oil **is included** in the rental. Any oil needed prior to departure can be acquired from the FBO (Signature Flight Support/480-951-2525). Should oil be needed while away, a receipt for the purchased oil should be submitted for reimbursement/credit when returning the aircraft.

IX. Securing the Aircraft

SEFT parking spots at Scottsdale are on the signature flight support ramp.

Renter agrees to properly secure the aircraft utilizing available tie downs, ensuring that flight control surfaces are secured as recommended by the manufacturer and by locking all doors and windows. Failure to properly secure the aircraft may lead to damage for which the Renter will be held responsible.

Renter agrees to treat the aircraft properly, keep it clean and return it to the line in a clean condition (cockpit cleaned of debris, ect..). Renter further agrees to reimburse the aircraft owner and/or SEFT for any/all costs associated with remedying the situation should the aircraft not be returned in proper condition.

IX. Insurance Policy

The owner has insurance for the benefit of SEFT, its owners, contractors and renters who operate aircraft properly. This policy does not provide any coverage to a renter who operates rental aircraft in a negligent manner or for the deductible and loss of use, should a claim be made.

For Renters: The renter shall maintain, during the life of this contract, a commercially available "non-owned" aircraft insurance policy (commonly referred to as "renter's insurance"). The minimum requirement for renters' insurance coverage is \$25,000 of hull insurance. Liability insurance, if required by the insurer, is at the discretion of the Renter. Renter's insurance must be in effect prior to and throughout the period of any aircraft rental.

Certificate of Insurance: A copy of the rental agreement insurance certificate will be maintained in the client records and SEFT must be notified of any changes, termination or cancellation of coverage.

Initials: _____

Scottsdale Executive Flight Training Aircraft Rental Agreement

Standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Section b) and showing SEFT is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide SEFT thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

X. Payment

Payment for rental and instructional services are due upon completion of the flight or ground training session.

On past due accounts or returned checks, renter shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with SEFT costs of collection (Including reasonable attorney's fees).

A 5% fee will be charged for any refund on an account. Refunds may take up to 30 days to process.

In the event SEFT needs to engage in the legal service to enforce the terms and conditions set forth herein, the Renter agrees that Renter is responsible for all reasonable attorney fees and costs until the dispute is resolved.

I HAVE READ AND I UNDERSTAND THE ABOVE CONVENANTS, RESTRICTIONS, AND REQUIREMENTS OF THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

This Agreement is entered into upon execution by each party's duly authorized representative, as set forth below.

Renter Printed Name	Renter Signature	Date
SEFT Representative Printed Name	SEFT Representative Signature	Date

Initials: _____