



## AIRCRAFT RENTAL AGREEMENT

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell/Work)

PILOT CERTIFICATE NUMBER: \_\_\_\_\_

*BY SIGNING, THE RENTER PILOT UNDERSTANDS AND AGREES TO COMPLY WITH THE FOLLOWING:*

### **I. RENTAL TERMS**

1. I agree to pay the posted and prevailing rental rates for the aircraft being rented, including any fuel surcharges or other operating charge(s), which may be assessed at any time. All tie-down and hangar fees incurred while the aircraft is in my care, custody or control. Air Associates will pay all fuel and oil bills incurred for said aircraft directly via equivalent rental deduction or by reimbursement.
2. I agree to pay for the use of the aircraft after each flight unless I have block time previously paid to Air Associates.
3. I will return the aircraft to Air Associates at the scheduled date and time to avoid inconvenience to other renters. In the event of a weather-related delay, I will notify Air Associates as soon as possible of my intentions.
4. In the event the aircraft must be left at another airport due to weather or mechanical delay, it will be my responsibility to coordinate arrangements with Air Associates prior to returning the aircraft to Johnson County Executive. The cost to reposition the aircraft may be charged to the renter.
5. I will be charged a daily minimum of 3 hours flight time for all overnight or multi-day rentals, unless other arrangements have been made with Air Associates prior to the flight.
6. I will observe all Federal, State, and local air safety regulations.
7. I will possess valid pilot and medical certificates for each flight conducted and meet all Federal Air Regulations concerning currency.
8. I will comply with posted rules required of flight time in various makes and models of aircraft.
9. I will not carry passengers unless I have at least 3 takeoff and landings in the past 90 days in the category and class/type of aircraft being rented (FAR 61-57).
10. I will use the rented aircraft only for personal business or pleasure, and will not conduct commercial operations. I understand that flight instruction may **only** be given by instructors authorized by Air Associates.
11. I will permit no other person to fly the rented aircraft.
12. I agree to take at least one period of flight proficiency instruction from Air Associates Flight Department at least once every 12 months starting with my initial check-out for renting Air Associate aircraft.
13. I agree to complete the Aircraft Sign-out and Itinerary Sheet each time I rent out an Air Associates' aircraft. By signing out the aircraft, I agree to the terms in this agreement as well as those listed on the Aircraft Sign-out and Itinerary Sheet.
14. **CANCELATIONS:** Air Associates works diligently to keep our aircraft rental rates as low as possible for our customers. An important part of that effort is maximizing aircraft utilization. Aircraft which are scheduled with no intent or firm plans to complete the flight, or rentals which are cancelled without giving us and others who may want to rent the aircraft adequate notification, negatively impact aircraft utilization, and drive costs up as well as deny other customers the opportunity to use the aircraft. We never want to adopt or maintain a policy which may result in a flight being conducted in unsafe conditions; however,

cancellations not related to weather or aircraft availability may, at the sole discretion of Air Associates, be subject to the following cancellation charge:

- Cancellations made 4 or more hours in advance will not receive a penalty.
- Cancellations made 4 or less hours before the scheduled time will be charged a \$50 penalty. If the aircraft was scheduled out for more than one day, the penalty will be \$25 per day.
- No shows will be charged at penalty of 50% of the hourly rate of the aircraft scheduled for the number of scheduled hours.

Cancellations must be made via our online scheduling system; the time stamp of which will be used as the recorded official cancellation time. Cancellation penalties will be charged immediately to your account if against block time, or to your credit card. Abuse of the system resulting in frequent cancellations, even outside of the time range that would generate penalties, may disqualify the pilot from further scheduling privileges.

Air Associates reserves the right to reschedule and rent out previously reserved aircraft if the previously reserved aircraft has not been checked out, and the customer has not notified Air Associates of being late within 15 minutes of the scheduled reserved time. If Air Associates does reschedule the aircraft, no cancellation fee will apply.

15. **MINIMUM RENTAL TIME:** Unless delayed by weather or aircraft availability, aircraft scheduled for over twelve hour blocks, or over night, will be billed a minimum of 3 hours per day. Aircraft scheduled for 3 hour blocks and local training are subject to a 2 hour minimum rental.
16. **PAYMENT TERMS:** Renter agrees to pay all rentals upon the completion of the flight either by cash, check or credit card. A \$35.00 fee will be assessed on all returned checks. Renter agrees to maintain a valid credit card number on file.
17. **Card on File:** Renter agrees to maintain a valid credit card number on file. Renter authorizes Air Associates, at its sole discretion, to charge this card for unpaid flight time or other expenses incurred. Renter acknowledges that he/she will not be able to check out an aircraft without a card on file.

## **II. PRE-FLIGHT OPERATIONS**

1. I will schedule all flights through the scheduling desk. All rental/flights must be signed in and out through the scheduling desk. I will enter the Hobbs meter and Tach times for the start and end of each flight on the flight record sheet provided for each aircraft.
2. I will complete a flight risk analysis test before renting an aircraft. At that moment in time it will be turned into the front desk before I checkout an aircraft.
3. I will fly only during hours of daylight and in VFR weather. Night flights and flight in Instrument Meteorological Conditions (IMC) must be authorized on the Renter/Student Information form by an Air Associates authorized Flight Instructor.
3. I will obtain up-to-date weather reports and forecasts immediately prior to departure and will not fly when ceilings are forecast to be less than 1,000 feet and/or visibility below five (5) miles, unless authorized as described in paragraph 2, and operating with an IFR Flight Plan.
4. I will notify Air Associates of the destination(s) of the aircraft and will not land on airports of 2,000 feet or less without prior approval by an Air Associates approved Flight Instructor.
5. I will inspect and make a ground check of the aircraft, its equipment, and accessories before takeoff and will not accept the rented aircraft until I am satisfied with its airworthiness (including required inspections) and the proper functioning of equipment and accessories (per airplane's owner manual).
6. I will check all three (3) tires for worn spots, i.e., cord showing (by moving the plane so the tires make one complete rotation) and to make sure no bird nests are in the cowling.

## **III. FLIGHT OPERATIONS**

1. I will observe all Federal, State and local air safety regulations. I will not taxi on non-approved areas at Johnson County Executive Airport, or operate the aircraft on grass runways.
2. I will not taxi or takeoff in Air Associates Rental Aircraft when the surface winds or gusts are given or forecast to be 30 knots or more, or with a crosswind component greater than 15 knots.
3. I will land only at FAA designated airports, except in case of an emergency. I will use current navigation charts and check the Aircraft Facility Directory for all information regarding airports of intended landings.
4. I will fly at least 1,000 feet above the ground (2,000 feet over populated areas), except for takeoff and landings.
5. I will document any inoperative components or problems that could compromise safety in the Squawk book when the aircraft is returned to Air Associates.

## **IV. AIRCRAFT DAMAGE AND REPAIR**

1. I will report all accidents or incidents, major or minor, to Air Associates as soon as possible, including names and addresses of witnesses and involved parties (including passengers). In the event of an

accident, I will not move the aircraft until specifically authorized by Air Associates and, if required, the FAA.

2. In the event of an equipment malfunction, I will not tamper with, modify or attempt to repair any components on the aircraft, but will contact Air Associates for instructions on what should be done.

#### **V. AIRCRAFT INSURANCE**

1. I understand Air Associates' insurance carrier provides aircraft liability limits of \$2,000,000 combined single limit for Bodily Injury and Property Damage. If I am a student pilot, I must be under the direct supervision of an Air Associate's Flight Instructor and comply with logbook endorsements and specified limitations for each flight. I understand the aircraft hull damage deductible is posted on the Aircraft Sign-out and Itinerary form, which I, as the renter pilot, shall fill out and sign prior to flight.
  - a. This deductible may be waived if I, as the renter pilot, pay a \$3.00 per hour fee (over and above the regular rental rate) with a maximum charge of \$9.00 per day per rental. I must circle the word "YES" under the column 'Pay \$3/Hour to Waive Insurance Deductibles' on the Aircraft Sign-out and Itinerary form. If nothing is circled in that column, it is assumed that I will pay the fee.
  - b. If I chose not to pay the deductible coverage fee by circling "DECLINE", it is assumed that I either have Renters Insurance or chose to take the risk and pay any deductibles as described below.
  - c. I will not be required to pay this fee when an authorized instructor is on board and acting as the Pilot in Command (PIC). When I am flying Solo during this training I shall cover the hull damage deductible per paragraph 1a. Or 1.b. above.
2. I understand that, in the case of damage to the airplane while I have it rented and have not committed to pay the hourly fee or have personal insurance; I will pay the insurance deductibles in place at the time the damage occurs. The amount of the current deductible will be posted on the Aircraft Sign-out and Itinerary. In no case, however, will failure by Air Associates to change the amount posted on the Aircraft Sign-out and Itinerary, relieve me of my responsibility towards the current deductible.
3. I further understand, in case of my negligence or recklessness, that Air Associates and/or its insurance carrier may make claim against me for damage to the aircraft that exceeds the aforementioned deductibles.

#### **VI. AGREEMENT EXPIRATION**

1. I understand that this agreement may be withdrawn at any time, and automatically renews for a 1 year period unless terminated by either party with a 30-day written notice.

#### **I HAVE READ AND RECEIVED A COPY OF THIS RENTAL AGREEMENT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I \_\_\_\_\_ acknowledge that all Flight Training Packages are non-refundable.

\*Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*(Required-If under 18 years of age)*

**\*\*\*AAK Employee witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_