Fly Quest Aviation

Aircraft Rental Agreement

In consideration of the rental fees paid and the covenants contained herein, Fly Quest Aviation, LLC. d.b.a. Fly Quest Aviation Flight School, hereinafter referred to as the “Operator,” hereby leases to the “Renter” the designated aircraft hereinafter referred to as the “aircraft.”

**ACKNOWLEDGMENTS AND AGREEMENTS**

1. Renter agrees to furnish the Operator with the information requested on Appendix D.
2. Renter acknowledges and agrees that the aircraft is the property of the Operator.
3. Renter acknowledges responsibility to inspect the aircraft and determine it to be in good mechanical condition and airworthy prior to use.
4. Renter agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will telephone the Operator for instructions upon encountering mechanical malfunctions.
5. Renter agrees to report any aircraft damage, accident or incident to the Operator as soon as possible.
6. Renter agrees that rented aircraft shall not be used or operated:
	1. For any illegal purposes.
	2. In any race, speed test, or contest.
	3. By any person other than the Renter who signed the agreement.
	4. For instruction from an instructor who is not associated with Fly Quest.
	5. Outside the limits of the Continental United States.
	6. To carry passengers or property for compensation or hire.
	7. For any flight for which the Renter is not properly rated or certified.
7. Renter agrees to return the aircraft at the scheduled time, weather permitting.
8. Renter agrees to return the aircraft in a clean state and properly secure the aircraft after each flight. A $10.00 cleaning fee will be applied to Renter’s account for Aircraft returned in an unclean condition. If, as a result of Customer/Pilot’s usage the Aircraft becomes soiled or damaged in any way, it will be Renter’s responsibility to pay for the required cleaning and/or repairs.
9. If the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.
10. Accident reporting requirements:Witnesses and participants involved in aircraft, vehicular or pedestrian accidents occurring on or within airport boundaries shall make a full report to the director as soon after the accident as practicable, and submit such information together with their names and addresses to complete required accident reports.
11. Renter expressly acknowledges personal liability to pay Operator on demand:
	1. Service and time charges computed at the applicable posted rates until said aircraft is returned to the Operator.
	2. Any loss or damage to the aircraft, its components, parts or equipment during the rental period.
	3. The amount of any parking, tie-down, or hangar charges until the aircraft is returned to the Operator.
	4. Any cancellation fee, plus any minimum charge of the next reservation due to any canceled reservation caused by the late return of aircraft.
12. Renter agrees to reimburse the Operator in the event suit is instituted by the Operator to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney’s fees incurred by the Operator in such suit or suits.
13. Default: If Renter defaults in the performance of any of his/her obligations under this Agreement, Operator shall, at its option and without further notice, have the right to terminate the Agreement and repossess the Aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of the peace or forcible entry and detained and Renter expressly waives the service of any notice. Exercise by Operator of either or both of the rights specified above shall not prejudice Operator’s right to pursue any other remedy in law or equity. Furthermore, Operator may refuse the rental of any Aircraft at any time, without explanation.
14. 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, and or to comply with an inquiry by a government agency.
15. The Renter will comply with all local, state and federal regulations.
16. The Renter by affixing their signature hereon does agree to having received, reviewed and will comply with the Fly Quest Aviation LLC Flight Operations & Safety Rules and Transient Maintenance Procedures (appendixes A & B) and acknowledges receipt of Operator’s Insurance Provisions (Appendix C).
17. This Agreement may be amended by Fly Quest Aviation as required.

**I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT. IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST ABOVE WRITTEN.**

**Pilot/Renter:**

**(Printed Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Pilot Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_**

**FLIGHT OPERATIONS & SAFETY RULES**

1. **Pilot Certificate** – Renter must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The Renter will fly the aircraft from the left seat unless they are a CFI or CFI candidate. The Renter will be responsible for the aircraft and its operation at all times. Renter will complete and maintain Appendix A and certify that the information is correct. Renter understands that Operator is relying on this information to rent Aircraft to Renter. Renter agrees to the terms and conditions set forth therein.
2. **Checkouts** – Renter must possess evidence of:
	1. An aircraft checkout by a CFI designated by the Operator for each Make/Model airplane.
	2. Training received from a CFI designated by the Operator prior to operations at airports deemed to have unique characteristics or increased risks. This includes but is not limited to; KAVX (Catalina) & L35 (Big Bear). The Operator reserves the right to include additional airports as deemed necessary.
3. **Currency** – Renter must possess evidence of a current flight review and medical certificate. Renter must have flown the Operators Aircraft within the preceding 60 days to be considered current to rent airplanes.
4. **Preflight** – Renter will fulfill the preflight action requirements of 14 CFR 91.103 and turn in a form with the calculated data prior to being dispatched for each flight. Additionally, Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer’s recommended pre-takeoff, cruise and pre-landing checklists.
5. **Weather** – Unless Renter is instrument rated, current, proficient for IFR operations and is specifically approved by the Operator for IFR flight. Renter shall only operate the aircraft when the current and forecasted weather is:
	1. For local flights in the vicinity of KPOC: above VFR conditions (ceiling of at least 1,000 feet and visibility 3 miles or greater).
	2. For outside the vicinity of KPOC: enroute & at the destination must be above Marginal VFR conditions (ceiling of at least 3,000 feet and visibility 5 miles or greater).
6. **Take-off and landing area** – No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with PAVED runways of no less than 2,000 feet.
7. **Pilot condition** – Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances (alcohol, tranquilizers, or sleeping aids).
8. **Minimum Rental** – Regardless of the actual Hobbs time used, reservations over two hours will incur a minimum charge of:
	1. 1 hour flight time for any reservation of three-to-four hours
	2. 2 hours flight time for any reservation of four-to-six hours
	3. 3 hours flight time for any reservation of six-to-eight hours
	4. 3.5 hours flight time for any reservation over eight hours, and up to 24 hours

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

1. **Fuel Credits/Surcharges**
	1. Fuel Credits will be applied to the Renter’s account based upon the presentation of proper receipts at the time the Aircraft is returned to the Operator. Credit will be issued for the amount of the fuel/oil purchase.
	2. Fuel is included in the airplane rental rate up to a limit of $5.00 per gallon. In the event fuel prices are above that, all Rentals will incur a fuel surcharge. The fuel surcharge will be calculated by multiplying the product of the portion of fuel price that exceeds $5.00 at the Operator’s FBO (or on your fuel receipt) and an average fuel burn rate of 8gph, by the rented flight time read from the Hobbs meter.

*Example: KPOC self-serve price = $6.25 & a rental of 1.4hrs Hobbs*

*$6.25 - $5.00 = $1.25per gallon over wet rate*

*1.4hrs \* 8gph = 11.2gal*

*11.2gal \* $1.25 = $14.00 surcharge*

1. **Securing Aircraft** – At the termination of the rental period, the Renter shall remove all personal belongings and properly stow the aircraft, including installing the control wheel lock, installing any covers on the aircraft and securely tying the aircraft down.
2. **Cancelation Policy** – No charge will be incurred for cancellations received more than two days in advance of scheduled reservations. Cancellations received less than two days prior to any scheduled aircraft and or instructor reservations will be charged as per the following;
	1. Between two days and 24 hours: Charged at the discretion of the applicable instructor.
	2. Less than 24 hours: Renter is subject to being billed for 25% of the applicable time reserved, up to a maximum of one (1) hour.
	3. No show: If we have not received notice within 30 minutes after your reservation time your reservation will be canceled and your account will be billed:
		1. One (1) hour of applicable time for all bookings of up to three (3) hours, or
		2. Two (2) hours of applicable time for all bookings of more than three (3) hours per twenty-four (24) hour period.
	4. Weather related cancellations are excluded from incurring fees. Other personal reasons such as sickness, family emergencies etc… are not automatically exempt, however, may be assessed by Operator’s Management on a case-by-case basis.
3. **Unpaid Rental**, No Show Fees and Other Balances. The Pilot authorizes Fly Quest Aviation to charge unpaid rental, no show fees, and other balances to the credit card on file.
4. **Past Due Account**. Pilot’s account must be paid current to maintain flying privileges with Fly Quest Aviation. An account past due 60 days or more may result in collection action being taken. The Pilot is responsible for attorney fees, court fees, and all other costs arising from any collection action.

**TRANSIENT MAINTENANCE POLICY**

At Fly Quest aviation, we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, in the rare event of a breakdown while away from our facility the following policies will apply.

1. In the event of a breakdown, notify the Operator of the problem immediately. If maintenance personnel are not available leave your name, aircraft number and telephone number where you can be contacted.
2. Do not authorize any repairs to be made to the aircraft without clearance from the Operator representative. Failure to do so could result in the Renter being responsible for a portion of the bill.
3. If the Master Switch is left on in the Aircraft and the battery is depleted, there will be a minimum fee of $50.00, or cost of replacement of the battery, if needed.
4. The operator will not reimburse the Renter for any overtime charges, call-out fees, or any other after-hours charges made by the maintenance facility without prior approval.
5. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. are a normal risk that anyone assumes while flying general aviation aircraft and so will NOT be reimbursed.
6. All repairs will be made by properly licensed facilities and personnel.
7. Renter agrees to maintain the engine at proper oil levels.
8. Any damage incurred whether minor or substantial shall be reported to the Operator immediately. Renter 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. Renter will be responsible for any damage or problem previously occurring in the Aircraft if said damage or problem is not reported to the Operator prior to Renter’s use of the Aircraft. Discrepancies, damage or problems occurring during the flight shall be reported to the Operator after each flight or the next business day if the flight terminates outside of the Operator’s office hours normal business hours.
9. Squawks should be written on the appropriate forms provided or can be reported on Operator’s On-Line Scheduling System.
10. This Agreement shall be continuing and shall control each use of Aircraft by Renter, unless modified or terminated by both Renter and Operator in writing.
11. Operator hereby disclaims and Renter 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 Renter 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 of Aircraft under this Agreement.
12. It is the Renter's responsibility to keep his/her insurance records updated with their current information to include address, phone number, credit card, driver’s license number, pilot certificate number, FAA medical class and date, and flight review date. Renter must produce these documents prior to the signing of this Agreement.

 **NOTICE OF INSURANCE PROVISIONS**

The Operator hereby provides notice that as a Renter of a Fly Quest Aviation LLC aircraft you are insured under a policy or policies of insurance provided by the Operator that provide:

* 1. Liability coverage of:
		+ 1. $1,000,000 Property Damage, each occurrence.
			2. $100,000 Bodily Injury each person up to $1,000,000 each accident.
	2. Hull coverage (physical damage to the rented aircraft) less a deductible of $2,500. Unless the damage was unavailable and at no fault of the Renter it will be the RESPONSIBILITY OF THE RENTER to pay the deductible to the operator. In addition, the renter shall pay to the operator $40 per day that the aircraft is out of service for repairs.

**Fly Quest Aviation LLC highly recommends the renter to consider purchasing their own “Non-Owned Aircraft insurance” (aka renter’s insurance) from an independent insurance company for maximum protection in situations where they may be found to be negligent or responsible for damages.**

| Client Data Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- |
| Name: (incl. nicknames & aliases) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date of Birth: \_\_\_\_\_\_\_\_\_\_ Place of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_ |
| Phone: (Cell) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Home) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Phone) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Driver’s License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_ Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Are you a US Citizen? YES / NO |
| If no, please list citizenship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ And/or Sponsorship\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Passport #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date of Issue: \_\_\_\_\_\_\_\_\_\_\_\_Visa date of issue: \_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Temp. Residence - Name of Hotel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Room # \_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_ |
| Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Credit Card #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp: \_\_\_\_\_\_\_\_ CCV:\_\_\_\_\_ Name on Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_ |

Insurance Information YES NO

Have you ever had your FAA suspended or revoked? \_\_\_\_\_ \_\_\_\_\_

Have you ever had an aircraft accident, incident, or violation? \_\_\_\_\_ \_\_\_\_\_

Has any aviation insurance company canceled, declined, or refused you insurance? \_\_\_\_\_ \_\_\_\_\_

Have you ever been convicted or plead guilty to: a charge or reckless driving \_\_\_\_\_ \_\_\_\_\_

driving under the influence of alcohol or drugs? \_\_\_\_\_ \_\_\_\_\_

Has your driver’s license ever been suspended or revoked? \_\_\_\_\_ \_\_\_\_\_

Have you ever been convicted or under indictment for action involving drugs or narcotics \_\_\_\_\_ \_\_\_\_\_

Have you ever been convicted of a felony? \_\_\_\_\_ \_\_\_\_\_

**RECORD CHECKLIST**

| Checklist: |
| --- |
| Students Renters |
| Government Issued ID (Drivers’ License) \_\_\_\_\_ Government Issued ID (Drivers’ License) \_\_\_\_\_ |
| FAA Medical Certificate \_\_\_\_\_ Pilot Certificate (Front and Back) \_\_\_\_\_ |
| Proof of Citizenship (If Training) \_\_\_\_\_ FAA Medical Certificate \_\_\_\_\_ |
| Pilot Certificate \_\_\_\_\_ Last BFR (If Renter) \_\_\_\_\_ |
| TSA Clearance (As Required) \_\_\_\_\_ Aircraft Checkout form signed by CFI \_\_\_\_\_ |
| Renters Agreement \_\_\_\_\_ Renters Agreement \_\_\_\_\_ |
| Pre Solo Written Test (If Applicable) \_\_\_\_\_ Online Schedule Access \_\_\_\_\_ |
| Online Schedule access \_\_\_\_\_ Review General Safety procedures \_\_\_\_\_ |
| Review General Safety Procedures \_\_\_\_\_ Review Dispatch/Maintenance Verification \_\_\_\_\_ |
| Review Dispatch/Maintenance Verification \_\_\_\_\_ Parking, Tie Down, Fueling Procedures \_\_\_\_\_ |
| Parking, Tie Down, Fueling Procedures \_\_\_\_\_ Welcome Email \_\_\_\_\_ |
| Welcome Email \_\_\_\_\_ |

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Fly Quest Aviation Representative)