

Aircraft Rental & Renters Insurance Agreement
Blue Skies Flight Training LLC.

In consideration of the rental fees paid and the covenants contained herein, Blue Skies Flight Training LLC. hereinafter referred to as the "Operator," hereby leases to the "Renter" the designated aircraft hereinafter referred to as the "aircraft."

- A. (1) Renter acknowledges and agrees that the aircraft is the property of the Operator.
(2) Renter acknowledges that he has inspected the aircraft and has found it to be in good mechanical condition and airworthy.
(3) Renter agrees to return the aircraft at the scheduled time, weather permitting.
(4) Renter agrees to properly secure the aircraft after each flight.
- B. 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 Blue Skies Flight Training LLC.
(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 Blue Skies Flight Training LLC.
- C. Renter agrees not to tamper with, modify, or attempt to repair any parts of the aircraft or its accessories, but will telephone the Operator for instructions upon encountering mechanical malfunctions.
- D. 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.
- E. Renter agrees to report any aircraft damage, accident or incident to the Operator as soon as possible.
- F. Renter agrees that rented aircraft shall not be used or operated:
(1) For any illegal purposes.
(2) In any race, speed test, contest or aerobatics.
(3) By any person other than the Renter who signed the agreement.
(4) Outside the limits of the Continental United States.
(5) To carry passengers or property for compensation or hire.
(6) For any flight for which the Renter is not properly rated or certified.
- G. 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.
- H. Renter acknowledges the minimum rental rate on **weekends** will be a **three hour daily minimum** if the aircraft will be taken overnight and **during the week** will be a **two hour daily minimum** if the aircraft will be taken overnight.

I. Renter by affixing his signature hereon, agrees to follow the following flight operations, safety rules, emergency, maintenance procedures and insurance provisions.

FLIGHT OPERATIONS SAFETY RULES

- **Pilot Certificate** – Renter must hold a valid and current pilot or student 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 and he/she will be responsible for the aircraft and its operation at all times.
- **Currency** – Renter must possess evidence of a current flight review, medical certificate, and aircraft checkout by a pilot designated by the Operator. New renters must have a checkout given by a company flight instructor. All renters who have not flown within the last **90 days** must have a checkout given by a company flight instructor. See aircraft checkout requirements for details.
- **Preflight** – Renter will personally conduct a preflight inspection of the aircraft for each flight, as prescribed by the manufacturer. Renter shall use the manufacturer’s recommended pre-takeoff, cruise and pre-landing checklists.
- **Weather** – Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (**ceiling of at least 3,000 feet and visibility of 5 miles or greater** or the Weather minimums listed in Blue Skies Flight Training LLC Safety Procedures,) unless Renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight.
- **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 2,300 feet.
- **Physical conditions** – Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as liquor, tranquilizers, and sleeping aids. Renter must also comply with the IMSAFE Checklist and any other pilot safety qualifying check lists.
- The Renter will comply with all local, state and federal regulations.

TRANSIENT MAINTENANCE POLICY

At Blue Skies Flight Training LLC., we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from the Guthrie Edmond Regional Airport [KGOK] will apply should a breakdown occur.

- In the event of a breakdown, notify Blue Skies Flight Training LLC. of the problem immediately. If maintenance personnel are not available leave your name, aircraft number and telephone number where you can be contacted.

- Do not authorize any repairs to be made to the aircraft without clearance from the Blue Skies Flight Training LLC. representative. Failure to do so could result in the Renter being responsible for a portion of the bill.
- Blue Skies Flight Training LLC. **will not** reimburse the Renter for any overtime charges, call-out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. **will not** be reimbursed.
- Blue Skies Flight Training LLC. will reimburse the Renter for fuel purchased up to \$6.00 per gallon, provided that the Renter presents a fuel receipt from the place of purchase that shows the number of gallons purchased and what price per gallon was paid.
- All repairs and fueling will be made by properly licensed facilities or by pilots checked out by Blue Skies Flight Training LLC personnel on safe operations of refueling.

NOTICE OF INSURANCE COVERAGE

As a Renter of an aircraft, the undersigned Operator hereby provides notice that:

- 1) You are insured under a policy or policies of insurance provided by the undersigned Operator and providing liability coverage in the following amount: \$1,000,000.00 each occurrence.
- 2) You are insured under a policy or policies of insurance provided by the undersigned Operator for single limit including \$200,000.00 per person all Bodily Injury each occurrence. Student and Renter liability is \$100,000.00 each occurrence.
- 3) AIRCRAFT PHYSICAL DAMAGE INSURANCE IN FAVOR OF THE PILOT IS NOT MAINTAINED. Renter expressly acknowledges that he is not an “insured” for any damage to the aircraft under any insurance contract or policy in the name of or for the benefit of the Operator and he is personally responsible for any and all damages to the aircraft that occur during the rental period.
- 4) Renters are required to purchase an “Aircraft Renters Insurance Policy” from an independent insurance company to protect themselves in situations where they may be found to be negligent or responsible for damages. Aircraft hull insurance coverage with the minimum amount of **\$70,000** should be held.

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.

Renter Signature: _____

Date: _____

Operator Signature: _____

Date: _____

RENTER AGREES TO **WAIVE THEIR RIGHT TO LIABILITY AND DAMAGE INSURANCE AND SELF INSURE FOR LIABILITY & THE AIRCRAFT HULL IN THE AMOUNT OF \$70,000**

Renter Signature: _____

Date: _____

Operator Signature: _____

Date: _____

Revised May 1, 2018