

**Aircraft Rental & Renters Insurance Agreement
Blue Skies Flight Training LLC (BSFT)**

In consideration of the rental fees paid and the covenants contained herein, Blue Skies Flight Training LLC (BSFT), hereinafter referred to as the "Operator", hereby leases to the "Renter" the designated aircraft hereinafter referred to as the "Aircraft." This agreement will be made available through <https://blueskiesflightschool.com/wp-content/uploads/2021/02/Rental-Agreement-Rental-Insurance-Agreement-BSFT.pdf>

All Renters & Student Pilots must acknowledge they have read and agree to abide by this agreement by **signing the last page.**

FAILURE TO COMPLY WITH THIS RENTAL AGREEMENT WILL RESULT IN TERMINATION IF YOU ARE A FLIGHT INSTRUCTOR AND EXPULSION IF YOU ARE A STUDENT OR RENTER PILOT.

- 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.
(5) Renter Agrees to abide by the BSFT Safety Procedures Pages.
- 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 (except Okie Derby with prior approval)
(3) By any person other than the Renter who signed the agreement & was checked out by BSFT
(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 time on **weekends will be a three hour daily minimum** if the aircraft will be taken for the majority of the day and **during the week will be a two hour daily minimum** if taking for the majority of the day.
- I. Renter by affixing his signature herein, agrees to the following flight operations, safety rules, emergency, maintenance procedures and insurance provisions AND those procedures found in the BSFT Safety Procedures Document.

FLIGHT OPERATIONS SAFETY RULES

- » **NOTE** - Please see Blue Skies Safety Procedures Document for full safety information detail, however, some safety items and practices have been listed here.
- **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 (unless otherwise authorized by the operator) and he/she will be responsible for the Aircraft and its operation at all times. All safety pilots must be checked out by a BSFT instructor and are strongly encouraged to hold their own renters' insurance policy as well.
- **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 and safety pilots who have not flown within the last 90 days must have a checkout given by a company flight instructor prior to flying the aircraft as acting PIC. All student pilots who have not flown within the last 30 days must have a checkout given by a company flight instructor prior to flying solo again.**
- **Preflight**—Renter will personally conduct a preflight inspection of the aircraft for each flight, as prescribed by the manufacturer and appropriate checklists. Renter shall use the provided checklists including recommended pre-takeoff, cruise, and pre-landing checklists.
- **Weather**—SEE THE DETAILED WEATHER MINIMUMS LISTED IN THE BSFTSAFETYPROCEDURES
- **Take-off & 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 & PAVE Checklist and any other pilot safety qualifying checklists.
- The Renter will comply with all local, state, and federal regulations (FAR's.)

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, then 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 Care, 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 the price paid per gallon.
- 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 per person all Bodily Injury each occurrence. Student and Renter liability is \$1,000,000 each occurrence.
- 3) AIRCRAFT PHYSICAL DAMAGE INSURANCE IN FAVOR OF THE PILOT IS NOT MAINTAINED. Renter expressly acknowledges that he/she 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/she 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 **\$100,000** should be held.

Aircraft Rental & Renters Insurance Agreement

Signature Page

I, **(Print Name Here)** _____ have carefully read in its entirety and I understand and agree to abide by the above covenants, restrictions and requirements of this rental agreement. I also agree to ensure Blue Skies Flight Training LLC has this last signature page signed and in their possession prior to my next rental flight and I provide a copy of my DECLARATIONS PAGE to BSFT showing a current rental insurance policy with a damage waiver of **\$100,000** and I agree to maintain that policy while actively flying at BSFT.

Renters Signature _____

Date _____

Operator Signature(Blue Skies:) _____

Date _____