

## AIRCRAFT RENTAL AGREEMENT POLICIES AND PROCEDURES

Aerowood Aviation agrees to rent its aircraft to the Customer ( \_\_\_\_\_ ) signing this agreement under the following terms and conditions.

- 1) Aerowood Aviation agrees to rent to the Customer an aircraft in exchange for payment by the Customer of an hourly rental fee.
- 2) If the Customer has a flight scheduled at an hour in which Aerowood is not open, then the Customer must ask an Aerowood staff member for the lock box code before his/her scheduled flight. The lock box is located to the right of the front door of Aerowood's office. The Customer is expected to lock the door back if he/she arrived and found that the door was already locked. The Customer will not have access to Aerowood or the lock box from the hours of 22:00-6:00 (10:00 PM-6:00 AM). If a Customer wishes to bring an aircraft back after 2200 or depart before 0600, they must discuss access arrangements with an Aerowood staff member.
- 3) Time Books: These are the small binders with the corresponding N number filed in the cabinet above the printer in the Aerowood office.
  - a) For each flight, the Customer must log his/her time in the Time Book. Each item must be filled out to completion with the correct times. In addition, the preferred method of payment must be selected
  - b) Keys and VOR checks are found in these binders. Keys are to be placed back in the binders when the Customer is done with his/her flight. Spare keys can be found in the same cabinet as the time books in a small plastic pencil box with a blue lid.
  - c) When writing down the Hobbs and/or Tach times, if the last digit on the meter is in between two numbers (i.e. halfway between 4 and 5) the Customer is to ROUND UP to the higher of the two numbers.
- 4) Daily Minimums: For each 24 hours that the Customer has the plane reserved, the Customer agrees to fly for at least 2 hours. If the Customer does not fly for at least 2 hours per every 24 hours that the plane is reserved by the Customer, then he/she will pay the difference of the 2 hour minimum in the form of a flat rate of \$65.00/hour.
- 5) The Customer will inspect the aircraft before each flight and ensure that it is in good mechanical condition and airworthy. The Customer acknowledges through this document that they are accepting responsibility for the aircraft when they take control of the rental aircraft. This includes reviewing the POH, weight and balance, squawk list, and aircraft 100 hour inspection sheet for inspection due dates before the first flight of any extended rental period. If the Customer finds that the aircraft is not in good mechanical condition and not airworthy, the Customer will not fly the aircraft and immediately notify an instructor or other Aerowood employee. The POH and weight and balance for each plane can be found at [www.aerowoodaviation.com](http://www.aerowoodaviation.com), and the squawk list and aircraft 100 hour inspection sheets can be found on the first page of each time binder.
- 6) The Customer understands that by signing this agreement, he/she is not acquiring any ownership interest in the aircraft being rented.

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- 7) The Customer agrees to return the aircraft at the scheduled time in the same condition as when the rental began. The Customer will immediately notify an instructor or other Aerowood employee of any expected delays in returning the aircraft.
- 8) The Customer agrees to pay Aerowood Aviation for use of the aircraft upon returning aircraft to Aerowood Aviation at its home base of Charlotte-Monroe Executive Airport (KEQY). Aerowood Aviation offers a variety of different payment options which include cash, checks, and cards. Aerowood accepts the following cards: Visa, American Express, Discover, and Mastercard. The Customer MUST keep a card on file at all times, regardless of the preferred payment type. Rental rates published on Flight Circle (Aerowood's online scheduling system) are for payment by credit card; if the Customer chooses to pay with cash or check, 3% will be discounted from the credit card price. Aerowood does not offer any other discounts or payment plans, and does not accept loans, financial aid, or the G.I. Bill. The Customer is welcome to preload his/her account or pay as you go with any of the three payment options; however, Aerowood does not allow the Customer to pay later (i.e. "keep a tab"). Aerowood reserves the right to pay off the balance on the Customer's account using money already on the account or using the card on file at any time. Refunds will only be given to the Customer upon request.
- 9) The Customer agrees to pay the amount of any landing fees, parking, tie-down, fuel (if aircraft is a dry rate), or hangar charges assessed against the aircraft at any airport other than Charlotte-Monroe Executive Airport (KEQY) while the aircraft is in Customer's possession.
- 10) If the Customer is renting a Cirrus aircraft and is making an overnight stop away from the Charlotte-Monroe Executive Airport (KEQY) then the Customer agrees to make arrangements for the Cirrus aircraft to be stored in a hangar overnight at the destination airport(s). Should hangar space not be available at the destination airport(s), the Customer agrees to obtain authorization from Aerowood in advance of the trip to allow the Cirrus aircraft to be stored overnight on outside tiedowns at the destination airport(s).
- 11) If the Customer leaves the aircraft anywhere except Charlotte-Monroe Executive Airport (KEQY), the Customer agrees to pay all costs (aircraft and personnel) associated with the return of the aircraft to Charlotte-Monroe Executive Airport (KEQY) unless a maintenance issue caused the aircraft to be unable to return to Charlotte-Monroe Executive Airport (KEQY).
- 12) The Customer agrees to properly secure the aircraft after each flight. If the Customer leaves the Master Switch on upon securing the aircraft, and it is required to recharge or replace the battery, the Customer agrees to pay the proper maintenance facility for the maintenance and replacement costs, if any, to do so.
- 13) The Customer agrees to report any aircraft damage, accident or incident as soon as possible to an Aerowood instructor or Aerowood employee as provided in paragraph 20a below.

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- 14) The Customer agrees not to tamper with or attempt to repair any part of the aircraft, but will instead contact an Aerowood instructor or Aerowood employee as provided in paragraph 20a below upon encountering any mechanical malfunction.
- 15) The Customer agrees that aircraft shall not be used or operated:
- a) For any illegal purposes.
  - b) In any race, speed test, or contest.
  - c) By any person other than the Customer who signed the agreement.
  - d) Outside the limits of the Continental United States UNLESS the aircraft is equipped with a customs sticker and the proper paperwork, which Aerowood Aviation does not provide.
  - e) To carry passengers or property for compensation or hire.
  - f) For Commercial activity of any type
  - g) In any flight for which the Customer is not properly rated or certified.
- 16) The Customer agrees to abide by the following minimum Flight Operations Safety Rules:
- a) Pilot Certificate. Unless the Customer is a Student Pilot or is receiving other flight instruction from Aerowood Aviation, the Customer must hold a valid and current pilot certificate with appropriate ratings and shall be Pilot-In-Command of the aircraft rented from Aerowood Aviation. The Customer will be responsible for the aircraft and its operation at all times.
  - b) Currency. The Customer must possess evidence of a current Flight Review (FAR 61.56), medical certificate, aircraft checkout by an Aerowood instructor, and be current in the aircraft. Customer currency requirements are 3 takeoffs and landings (day currency; if the aircraft is a tailwheel aircraft the 3 takeoffs and landings must be to a full stop) and 3 takeoff and landings to a full stop (night currency) within 90 days in the type of aircraft being rented. If Customer does not meet these requirements, he/she must fly with an Aerowood Aviation approved Instructor and become current before renting an aircraft.
  - c) Physical Conditions, medications, and intoxicating substances. The Customer shall operate the aircraft in accordance with Federal Aviation Regulations 61.53 and 91.17.
  - d) Weather. The Customer shall plan to operate the aircraft only when the present and forecasted weather indicates conditions local, enroute, and at destination are a ceiling of at least 2,500 feet and visibility 3 miles or greater unless the Customer is Instrument rated and current for IFR.
  - e) Flight Planning. For any flight not in the vicinity of the Monroe (KEQY) airport the Customer must list in their Flight Circle reservation the planned route of flight (list airports only). This may be done through Flight Circle or by advising the Aerowood administrative assistant who can then input the information into Flight Circle.

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- f) Checklists. The Customer shall use the manufacturer's recommended pre-takeoff, take-off, cruise, pre-landing, and post-landing checklists. Checklists are provided for each aircraft.
  - g) Take-off and landing area. For Cirrus, Arrow, Seneca, and Lance aircraft, 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 unless approved in writing by Aerowood Aviation or accompanied by an Aerowood Aviation designated instructor.
  - h) Hangar use while away from EQY. Cirrus aircraft kept away from EQY overnight should be stored in a hangar unless no hangar space is available. The expense of the hangar use is the responsibility of the Customer.
  - i) Fueling. The Customer will not depart on any flight unless the aircraft has sufficient fuel to fly to the intended destination (then to an alternate if required) and still have one hour (60 minutes) fuel reserve.
- 17) Only planes with WET rates are eligible for fuel reimbursements. For fuel purchases made for WET aircraft at an airport other than KEQY, the Customer will be reimbursed for the lesser of (1) the actual amount of the fuel purchase or (2) the gallon amount that was purchased at the full service price at KEQY at the time of check in. This reimbursement will be applied to the Customer's Flight Circle account. Fuel receipts are to be left in the pouch labeled "Fuel Receipts" which can be found on the inside front cover in each time book.
- 18) Fuel purchases made for DRY aircraft will not be reimbursed by Aerowood.
- a. When preflighting a DRY aircraft for rental, Aerowood should be notified if the aircraft fuel is not at the tabs.
  - b. If upon return to KEQY at the end of the flight, all DRY aircraft must be filled to the tabs.
    - i. If the Customer gets the DRY aircraft filled to the tabs without paying, the Customer's Flight Circle account will be charged for that fuel.
    - ii. If the Customer does not get the DRY aircraft filled to the tabs, the Customer's Flight Circle account will be charged for that fuel, plus a \$25 fee for not fueling the plane.

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19) The Customer must ensure that the plane has an adequate amount of oil before departing; if not, the Customer must add the appropriate amount of oil to the plane. Oil purchases will not be necessary at KEQY, as Aerowood keeps oil in stock. Oil is kept in the back closet, and there are three varieties:

- a) Aeroshell W100+: to be used in Lance 9796C
- b) Phillips 20W-50: to be used in all Cirrus aircraft
- c) Aeroshell W100: to be used in all other aircraft.

If for some reason Aerowood is out of oil and the Customer purchases the correct oil from another facility, the Customer will be completely reimbursed by Aerowood.

20) The Customer is responsible for keeping the aircraft clean. After each flight, Customers are expected to clear the planes of any trash, empty oil bottles, used paper towels, etc., and leave the plane clean for the next Customer.

21) Aerowood Aviation makes every effort to keep its fleet of rental aircraft in excellent mechanical condition. However, a breakdown can occur while away from KEQY. Unless otherwise authorized in writing by Aerowood Aviation, in the unlikely event a breakdown should occur, the following policies and procedures apply:

- a) The Customer will immediately contact Aerowood Aviation's office at (980) 263-9025. If necessary, the Customer may also contact Brandon Atkinson at (843) 672-4650. In the unlikely event that the Customer cannot contact an Aerowood Aviation representative, the Customer shall leave a message stating his/her name, aircraft number, and the telephone number where the Customer can be reached.
- b) The Customer will not authorize any repairs to be made to the aircraft without authorization from Aerowood Aviation. Failure to do so may result in the Customer being responsible for all or part of the repair bill. Unless authorized by Aerowood Aviation, it will not reimburse the Customer for any overtime charges, call-out fees, or any other after hours charges made by a maintenance facility. Other expenses incurred by the Customer as a result of a mechanical delay, such as rental car, hotel room, meals, airline fare, etc., will not be reimbursed unless authorized in advance by Aerowood Aviation.
- c) All repairs will be made by properly licensed facilities and personnel.

22) No show/cancellation policy: If the Customer does not show up or cancels an appointment (in which an instructor is reserved) less than 12 hours prior to the start of the appointment, Aerowood will charge the Customer a fee of \$50.00. The following conditions will not result in a charge: weather conditions unsuitable for flight training (to be determined by a CFI), sudden or unexpected plane maintenance issues, or a student emergency such as sickness. This fee DOES NOT apply to Customers who have not reserved an instructor (i.e. solo flight). The implementation of this fee is solely up to instructor discretion.

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### 23) Instructor rates

- a) Primary (\$50/hour): any flight training that occurs in a non-Cirrus aircraft before a sport, recreational, or private pilot license is earned
- b) Advanced (\$55/hour): any flight training that occurs in a non-Cirrus aircraft after a sport, recreational, or private pilot license is earned
- c) Chief Flight Instructor (\$60.00 per hour basic, \$65.00 advanced). Instruction from our Chief Flight Instructor, Jim Efir.
- d) Daily rate (\$400/day): the hourly instructor rate changes over to daily instructor rate after the instructor has been providing instruction/services in a non-Cirrus aircraft for greater than 6 hours for one individual or party.
- e) Cirrus (\$85/hour): any flight training that is completed in a Cirrus aircraft, regardless of what point the Customer is at in his/her flight training
- f) Cirrus daily rate (\$600/day): the hourly instructor rate changes over to daily instructor rate after the instructor has been providing instruction/services in a Cirrus aircraft for greater than 6 hours for one individual or party.

### 24) The Customer acknowledges the following with respect to insurance:

- a) Aerowood Aviation maintains an insurance policy containing a Student and Renter Liability Coverage endorsement that provides Students and Renters operating under the terms of Aerowood Aviation's rental and training program with \$1,000,000 in Liability Protection for bodily injury and property damage arising out of their respective use of the aircraft. It is strongly encouraged that Customer purchases a Non-Owned Aircraft Liability Policy through AVEMCO, AOPA or similar insurance provider.
- b) Aerowood Aviation maintains hull insurance for its aircraft, provided that in the event of any damage or incident with the aircraft while in use by Customer, Customer shall be responsible for the cost of any deductible under such policy as well as consequential losses if Customer's negligence causes physical damage to the aircraft. The amount owed is a \$1,000 deductible plus \$1,500 for loss of use, totaling \$2,500. For this reason, it is also recommended that Customer purchase a Non-Owned Aircraft Physical Damage Policy through AVEMCO, AOPA or similar insurance provider.
- c) In the event any liability or hull insurance carried by Aerowood Aviation does not apply to or cover any incident or occurrence during Customer's use of the aircraft due to Customer's negligence or misconduct, Customer shall be liable for all losses, damages, costs, awards, verdicts, or other expenses (including reasonable attorney fees and costs) suffered by or related to such incident or occurrence.

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25) Disclaimer of Liability

- a) The Customer acknowledges that Aerowood Aviation is not the manufacturer of the aircraft, or the manufacturer’s agent, and makes no warranty or representation, either express or implied, as to the fitness, workmanship, design, condition or merchantability of the aircraft, its fitness for any particular purpose, or the quality or capacity of the materials In the aircraft.
- b) If the Customer defaults in the performance of any of his/her obligations under this agreement, Aerowood Aviation shall, at its option and without further notice, have the right to terminate this agreement and to repossess the aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of the peace or forcible entry and detainer, and the Customer expressly waives the service of any notice. Exercise by Aerowood Aviation of either or both of the rights specified above shall not prejudice Aerowood Aviation’s right to pursue any other remedy in law or equity. Furthermore, Aerowood Aviation may refuse the rental of any aircraft at any time, without explanation.
- c) AEROWOOD AVIATION HEREBY DISCLAIMS AND THE CUSTOMER HEREBY RELEASES AEROWOOD AVIATION FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY THE CUSTOMER’S NEGLIGENCE. AEROWOOD AVIATION AND THE CUSTOMER HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL AEROWOOD AVIATION 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, THE LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE RENTING OF THE AIRCRAFT UNDER THIS AGREEMENT.

26) In the unlikely event the Customer violates any of the terms of this agreement, the Customer agrees to reimburse Aerowood Aviation the sum of reasonable attorney's fees and costs incurred to enforce its terms and conditions.

I, the Customer, have read and understand this entire rental agreement, and I acknowledge that I have received a copy of this agreement.

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

The Customer

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

Witness (Aerowood Aviation Staff) Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Witness

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