



Aerowood Aviation, LLC (“Aerowood Aviation”) agrees to rent its aircrafts to the Customer, identified by signing and accepting this Aircraft Rental Agreement (the “Agreement”) under the following terms and conditions.

Whereas, Aerowood Aviation offers its aircraft for rent to the Customer in exchange for payment by the Customer of an hourly rental fee; and

Whereas, the Customer desires to rent aircraft subject to the terms and conditions in this Agreement; and

Whereas, the Customer acknowledges and understands that flying aircraft, being around aircraft and flying related activities involve risks and hazards, which may include serious injury or death. By renting the aircraft provided by Aerowood Aviation, the Customer assumes all risks and full responsibility for any injury or death arising from the taking part of any activity or flight.

NOW, THEREFORE, and for good and valuable consideration and mutual promises and covenants set forth in this Agreement, the parties agree as follows:

**1.0 Flight Operations Safety Rules and Rental Procedures:** Aerowood Aviation expects the Customer to make safety a priority in his/her flight related activities. The Customer agrees to abide by the following minimum Flight Operations Safety Rules.

**1.1. Student pilot instruction.** Unless the Customer is an FAA certificated pilot, he/she must abide by the following:

**1.1.1. Authorized CFI required.** The Customer agrees to only operate the rented aircraft under the direct supervision of a Certified Flight Instructor (“CFI<sup>1</sup>”) authorized by Aerowood Aviation, and must obtain all appropriate endorsements from an authorized CFI for solo flight or other flight activity for which endorsement is required under the FARs, the student pilot’s CFI and/or by Aerowood Aviation.

**1.1.2. CFI direction and instructions.** The Customer agrees to follow directions and instructions from an Aerowood Aviation authorized CFI.

**1.1.3. Instructor rates.** The Customer agrees to the following instructor rates, which may be changed from time to time in accordance to Aerowood Aviation’s company policy. (Exhibit A-4)

**1.1.4. Other CFIs.** If the student pilot is flying under the supervision of a CFI not authorized by Aerowood Aviation, advance written notice must be provided to Aerowood Aviation and Aerowood Aviation must provide written authorization for the Customer’s desired rental and intended flight operations.

**1.1.5. Documentation required.** Student pilots are required to provide an acceptable form of I.D. and comply with the FARs regarding student pilot certificates, including compliance with the Integrated

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<sup>1</sup> For the purposes of this Agreement, CFI includes CFIs.

Airman Certification and Rating Application (IACRA). Aerowood Aviation CFIs can assist with the IACRA process.

**1.1.6. Solo flight.** The student pilot customer must abide by Aerowood Aviation policies for solo flight, which include appropriate stage check completion, insurance requirements (as described in Section 6.0), and the Customer must agree to comply with limitations set by their CFI. **Additionally, the student pilot Customer may not solo a flight at night per Aerowood Aviation policy.**

**1.2. All other renters.** Unless the Customer is a student pilot, he/she must meet the following:

**1.2.1. Pilot Certificate.** The Customer must hold a valid and current pilot certificate with appropriate ratings for the aircraft being rented and for the flight, and the Customer shall be Pilot-In-Command of the aircraft rented from Aerowood Aviation. The Customer will be responsible for the aircraft and will **maintain operational control** of the aircraft during the rental.

**1.2.2. Currency and Medical Certificate.** The Customer must also possess evidence of a current Flight Review (14 CFR 61.56), medical certificate (14 CFR 61.23 or 14 CFR 68), and be current in the aircraft (or checked out by a CFI authorized by Aerowood Aviation). Within 90 days in the type of aircraft being rented, the Customer must also have meet the currency requirements which include: 3 takeoffs and landings (for day currency) or, if renting a tailwheel aircraft, the 3 takeoffs and landings must be to a full stop; and 3 takeoff and landings to a full stop (for night currency). Aerowood Aviation may inspect the Customer's log books at any time. If the Customer does not meet these requirements, he/she must fly with an Aerowood Aviation authorized CFI and become current before renting an aircraft.

**1.2.3. Aerowood Aviation Check-Out Requirements.** In addition to the above, by reserving the aircraft, the Customer certifies that he/she has reviewed and meets Aerowood Aviation's Check-Out Requirements for the specific aircraft, which can be found on the website:  
<http://aerowoodaviation.com/site/downloads/>

In addition to the appropriate requirements above, the Customer agrees to abide by the following conditions in order to rent aircraft from Aerowood Aviation:

**1.3. Physical Conditions, medications, and intoxicating substances.** The Customer shall operate the aircraft in accordance with 14 CFR 61.53 and 91.17, specifically, but not limited to, the following restrictions- No person may act as a Pilot-in-Command or a pilot flight crewmember:

**1.3.1.** While that person knows or has reason to know of any medical condition that would make the person unable to meet the requirements of a medical certificate necessary for the pilot operation; OR

**1.3.2.** While that person is taking medication or receiving other treatment for a medical condition that results in the person being unable to meet the requirements of a medical certificate necessary for the pilot operation; OR

**1.3.3.** While that person knows or has reason to know of any medical condition that would make the person unable to operate the aircraft in a safe manner; OR

**1.3.4.** Within 8 hours after the consumption of any alcoholic beverage, or while under the influence of alcohol, or while having an alcohol concentration of 0.04 or greater in a blood or breath specimen; OR

**1.3.5.** While using any drug that affects the person's faculties in any way contrary to safety.

**1.4. Flight Planning/Flight Circle.** Aerowood Aviation uses [www.FlightCircle.com](http://www.FlightCircle.com) ("Flight Circle") for the reservation of and rental of aircraft. All flights are presumed to be in the vicinity of the Charlotte-Monroe Executive Airport (KEQY), within 30 nautical miles. For any flight that the Customer intends to go beyond the vicinity of KEQY and/or intends to land at another airport outside the vicinity, the Customer must list in their Flight Circle reservation the planned route of flight (list airports only). This may be done

through Flight Circle by the Customer or by advising the Aerowood Aviation administrative assistant, who will then input the information into Flight Circle.

**1.4.1.** The Customer must also comply with flight plan filing requirements under the applicable Federal Aviation Regulations (FARs).

**1.4.2. Reservation agreement.** Each reservation of the aircraft by the Customer on Flight Circle reaffirms the Customer's agreement to the terms and conditions of this Agreement.

**1.5. No show/cancellation policy.** If the Customer does not arrive or cancels an appointment (for which an authorized CFI is reserved) less than 12 hours prior to the start of the appointment, Aerowood Aviation will charge the Customer a cancellation fee. (Exhibit A-4). However, the following conditions will not result in a cancellation fee: weather conditions unsuitable for flight training (to be determined by an authorized CFI), sudden or unexpected aircraft 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 or waiver of this fee is solely up to authorized CFI's discretion.

**1.6. Daily Minimums:** Pre-approval of rentals for the day is required and generally for each 24 hours that the Customer has the aircraft reserved, the Customer agrees to fly for at least 2 hours. Aerowood Aviation may increase the daily minimums at its discretion. If the Customer does not fly the aircraft reserved in a manner to meet the daily minimum, then he/she will pay an additional "failure to meet minimums" fee established by Aerowood Aviation. (Exhibit A-4)

**1.7. 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 AGL and visibility 3 miles or greater, unless the Customer is Instrument-rated and current for IFR flight.

**1.8. Preflight inspections.** The Customer will inspect the aircraft being rented before each flight and ensure that it is in good mechanical condition and airworthy. The Customer acknowledges through this Agreement that they are accepting responsibility for the aircraft when they take operational control of the aircraft being rented. This includes reviewing the Pilot's Operating Handbook (POH), the weight and balance documents, the squawk list, and the aircraft 100 hour inspection sheet, for inspection due dates, before the first flight of any extended rental period, as well as any other necessary paperwork required to be on board the aircraft pursuant to the FARs.

**1.8.1.** The POH and weight and balance documents for each aircraft can also be found online 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 the Time Book (see below) for each aircraft. Also, current squawks are also listed on Flight Circle (see below).

**1.8.2.** If the Customer finds that the aircraft being rented is not in good mechanical condition or not airworthy, the Customer will not fly the aircraft and will immediately notify an Aerowood Aviation employee or authorized CFI.

**1.9. Fueling and Adequate Oil.** The Customer will not depart on any flight unless the aircraft has sufficient fuel to fly to the intended destination (then to an alternate destination, if required) and still have **one hour (60 minutes)** fuel reserve.

**1.9.1. Oil.** The Customer agrees to ensure that the rented aircraft has an adequate amount of oil before departing; if not, the Customer must add the appropriate amount of oil to the rented aircraft. Oil purchases will not be necessary at KEQY, as Aerowood Aviation keeps oil in stock. Oil is kept in the back closet. The Customer agrees to use the appropriate oil for the rented aircraft. (Exhibit A-4)

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

**1.10. 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.

**1.11. Time Books:** Aerowood Aviation provides binders with the corresponding N number for each aircraft ("Time Book" or "Time Books"), which are located in the cabinet above the printer in the Aerowood Aviation office. The Customer agrees to comply with the following Time Book rules:

**1.11.1.** 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.

**1.11.2.** Keys and VOR checks are found in the Time Books. Keys are to be placed back in the Time Book 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.

**1.11.3. Recording time.** When writing down the Hobbs and/or Tach times for the aircraft in the Time Book, if the last digit on the meter is in between two numbers, the Customer is to ROUND UP to the higher of the two numbers. (i.e. halfway between 4 and 5 = 5).

**1.11.4.** In addition, the preferred method of payment for the rental must be selected either in the Time Book or on Flight Circle.

**1.12. 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 pre-approved in writing by Aerowood Aviation, at its sole discretion, or accompanied by an Aerowood Aviation authorized CFI.

**1.13. Return of aircraft.** The Customer agrees to return the aircraft at the scheduled time in the same condition as when the rental began, except for expected wear and tear. The Customer will immediately notify an authorized CFI or other Aerowood Aviation employee of any expected delays in returning the rented aircraft.

**1.13.1.** If the Customer leaves the rented aircraft anywhere other than KEQY, the Customer agrees to pay all costs (aircraft and personnel) associated with the return of the aircraft to KEQY unless a maintenance issue caused the aircraft to be unable to return to KEQY. The Customer must immediately notify Aerowood Aviation if he/she is unable to return the aircraft to KEQY.

**1.13.2. Cleaning the aircraft.** The Customer is responsible for keeping the rented aircraft clean. After each flight, the Customer agrees to clear the rented aircraft of any trash, empty oil bottles, used paper towels, etc., and leave the aircraft clean for the next Customer.

**1.14. Securing the aircraft.** The Customer agrees to properly secure the aircraft after each flight. If the Customer leaves the Master Switch on and it is required to recharge or replace the battery, then the Customer agrees to pay the proper maintenance facility for the required maintenance and replacement costs, if any, for the battery.

**1.14.1. No taxiing through tie down ropes.** Securing the aircraft requires that the aircraft be returned to the appropriate tie-down area or hanger space. The Customer agrees not to taxi aircraft through tie down ropes (push-back into appropriate space required).

**1.14.2. Hangar or tie down use while away from KEQY.** If renting an aircraft overnight, the Customer agrees to make arrangements for the aircraft to be properly stored. The expense of the hangar use or tie-down fees is the responsibility of the Customer.

**1.14.3. Cirrus overnight hangar.** If renting a Cirrus overnight, 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 Aviation in advance of the rental to allow the Cirrus aircraft to be stored overnight on outside tie-downs at the destination airport(s). Authorization is at Aerowood Aviation's sole discretion. The expense of the hangar use or tie-down fees is the responsibility of the Customer.

**1.15. Immediate report of damage to rented aircraft.** The Customer agrees to report any aircraft damage, accident or incident immediately, or as soon as possible after tending to emergency needs, to an Aerowood Aviation authorized CFI or Aerowood Aviation employee.

**1.15.1. No self-repairs.** The Customer agrees not to tamper with or attempt to repair any part of the rented aircraft, but will instead contact an authorized Aerowood Aviation CFI or Aerowood Aviation employee upon encountering any malfunction with the aircraft.

**1.16. Flight not scheduled during normal business hours.** If the Customer has a flight scheduled at an hour in which Aerowood Aviation is not open, then the Customer must ask an Aerowood Aviation 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 Aviation's office. The Customer is required 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 Aviation 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, he/she must discuss access arrangements with an Aerowood Aviation authorized CFI and obtain written authorization of such access.

**2.0 Ownership/Title.** The Customer understands and agrees that by signing this Agreement, he/she is not acquiring any ownership interest in the aircraft being rented.

**2.1. Subleasing prohibited.** The Customer may not assign any rights or responsibilities of this Agreement to any other person. Subleasing the rented aircraft is expressly prohibited.

**3.0 Payment of rental fees and payment policies.** The Customer agrees to pay Aerowood Aviation for use of the rented aircraft upon returning the aircraft to Aerowood Aviation at its home base of KEQY. Aerowood Aviation offers a variety of different payment options which include cash, checks, and credit cards (Visa, American Express, Discover, and Mastercard are accepted). The Customer MUST keep a card on file at all times, regardless of the preferred payment type.

**3.1.** Rental rates published on Flight Circle (see above) are for payment by credit card. Aerowood Aviation does not offer any other discounts or payment plans, and does not accept loans, financial aid, or the G.I. Bill.

**3.2.** The Customer is welcome to preload his/her account or pay with any of the three payment options; however, Aerowood Aviation does not allow the Customer to pay later (i.e. "keep a tab"). Aerowood Aviation reserves the right to pay off the balance on the Customer's account using money already on the account or using the credit card on file at any time. Aerowood Aviation reserves the right to refuse to rent aircraft to the Customer, at Aerowood Aviation's sole discretion, if an outstanding balance is owed. Refunds will only be given to the Customer upon request, in Aerowood Aviation's sole discretion, when appropriate.

**3.3. Costs at other airports.** The Customer agrees to pay the amount of any landing fees, parking, tie-down, fuel (if aircraft is a dry rate), or hangar fees/costs assessed against the aircraft at any airport other than KEQY while the aircraft is in Customer's possession.

**3.4. Seizure/impounding.** If the rented aircraft is seized or impounded as a result of the Customer's negligence, the Customer agrees to pay Aerowood Aviation an amount equal to two (2) hours per day rental

of the aircraft for each day the aircraft is held out of service, and the Customer agrees to pay all expenses and costs incurred in the recovery of the rented aircraft, up to the fair market value of the rented aircraft.

**3.5. “Wet” vs. “Dry” rental rates-** For the purposes of this Agreement, the term “wet” refers to renting the aircraft with fuel (it does not specifically include any crew) and the term “dry” refers to renting the aircraft only, without fuel, which is to be purchased separately.

**3.5.1. Wet rates are eligible for fuel reimbursement.** Only aircrafts with WET rates are eligible for fuel reimbursements. For fuel purchases made for wet aircraft rental at an airport other than KEQY, the Customer will be reimbursed for the lesser of either the actual amount of the fuel purchase or 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 the Time Book for each aircraft.

**3.5.2. Dry rates are not eligible for fuel reimbursement.** Fuel purchases made for DRY aircraft will not be reimbursed by Aerowood Aviation.

**3.5.2.1.** When pre-flighting an aircraft for DRY rental, the Customer agrees to notify Aerowood Aviation if the aircraft fuel is not filled to the tabs.

**3.5.2.2.** If upon return to KEQY at the end of the flight, the Customer agrees to refuel all dry rented aircraft, filled to the tabs. If the Customer refuels the dry rented aircraft without paying separately, then the Customer’s Flight Circle account will be charged for the fuel. If the Customer does not refuel the dry rented aircraft, filled to the tabs, the Customer’s Flight Circle account will be charged for the amount of the fuel, plus a fee for not refueling the dry rented aircraft. (Exhibit A-4)

**4.0 Restrictions on use.** The Customer agrees that the rented aircraft shall not be used or operated:

- 4.1.** For any illegal purposes;
- 4.2.** In any race, speed test, or contest;
- 4.3.** For parachuting or skydiving;
- 4.4.** For aerobatics (unless specifically authorized in writing by Aerowood Aviation in advance);
- 4.5.** By any person other than the Customer who signed the agreement;
- 4.6.** Outside the limits of the Continental United States;
- 4.7.** To carry passengers or property for compensation or hire;
- 4.8.** For commercial activity of any type; or
- 4.9.** In any flight for which the Customer is not properly rated or certificated.

**5.0 Aircraft Breakdown policies and procedures.** Aerowood Aviation makes every effort to keep its fleet of rental aircraft in excellent mechanical condition. However, a breakdown can occur at any time. Unless otherwise authorized in writing by Aerowood Aviation, in the unlikely event of a breakdown of the rented aircraft, the following policies and procedures apply:

**5.1. Immediate notice.** The Customer agrees to immediately contact Aerowood Aviation’s office, or as soon as possible after any emergency has been mitigated. In the unlikely event that the Customer cannot contact an Aerowood Aviation representative, the Customer agrees to leave a message stating his/her name, aircraft number, and the telephone number where the Customer can be reached.

**5.2. No authorization of repairs.** The Customer will not authorize any repairs to be made to the rented aircraft without authorization from Aerowood Aviation. Aerowood Aviation will authorize necessary repairs, in its sole discretion, to be made by properly licensed facilities and personnel. Failure to obtain authorization or failure to use properly licensed facilities and personnel for repairs may result in the Customer being responsible for all or part of the repair bill. Unless specifically authorized by Aerowood Aviation, the Customer agrees that Aerowood Aviation 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 by Aerowood Aviation, unless specifically authorized in writing in advance by Aerowood Aviation.

## 6.0 Insurance.

**6.1. Renter's insurance.** Aerowood Aviation requires the Customer to purchase insurance as follows:

**6.1.1. Student pilots: Solo flight, insurance required-** Prior to taking a solo flight, and in addition to meeting the FARs and CFI requirements, the Customer must also provide proof of purchase of a Non-Owned Aircraft Insurance Policy (Renter's insurance) to an authorized Aerowood Aviation CFI that matches the coverage provided by AVEMCO. Aerowood Aviation has a relationship with AVEMCO, which offers student pilots with the insurance coverage to meet this insurance requirement, but the Customer can utilize any other insurance carrier so long as the coverage matches or exceeds the AVEMCO offer. (Exhibit A-4) **Solo flights will not be reserved on Flight Circle without the required insurance information on file for the Customer.**

**6.1.2. Private pilots: Renter's insurance required-** In addition to meeting the FARs and requirements herein, the Customer must also provide proof of purchase of an aircraft renter's insurance policy to an authorized Aerowood Aviation CFI with minimum coverage that matches or exceeds the AVEMCO policy coverage for renter's insurance. Aerowood Aviation will provide the AVEMCO information to the Customer in advance of the flight activities, and it can be requested at any time. However, renters may use a carrier other than AVEMCO to meet the insurance requirement so long as they match or exceed the coverage provided by AVEMCO. (Exhibit A-4) **Flights will not be reserved on Flight Circle without the required insurance information on file for the Customer.**

**6.2.** The Customer acknowledges that Aerowood Aviation maintains an insurance policy containing a Student and Renter Liability Coverage endorsement only. The policy limits and declarations pages are available to the Customer for inspection, upon request.

**6.3. No insurance/Loss of Use.** In the event any insurance does not apply to or cover any incident or occurrence during Customer's use of the aircraft due to Customer's negligence, gross negligence, non-compliance with FARs or the CFI instruction, breach of this Agreement, or willful conduct or misconduct, the Customer shall be liable for all losses, damages, costs, awards, verdicts, or other expenses suffered by or related to such incident or occurrence, including coverage any of any deductible on any applicable insurance policy. In the event that any losses, damages, injuries or claims are caused by the Customer's negligence or breach of this Agreement, and the Customer has no renter's insurance coverage, **the Customer shall be responsible for the costs of the loss of use of the aircraft (minimum \$2,500) and may be held liable for all direct and indirect damages and any applicable deductible.** Therefore, Aerowood Aviation strongly recommends all student pilots obtain their own renter's insurance policy.

## 7.0 Disclaimer of Liability, Waiver and Release

TO THE FULLEST EXTENT ALLOWABLE BY LAW, 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 ARISING OUT OF OR RELATED TO THE RENTAL OF THE AIRCRAFT. THE CUSTOMER FURTHER AGREES THAT UNDER NO CIRCUMSTANCES SHALL AEROWOOD AVIATION BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE 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 THE AIRCRAFT UNDER THIS AGREEMENT, AND THAT ANY LIABILITY OF AEROWOOD AVIATION SHALL BE LIMITED TO AND SHALL NOT EXCEED THE INSURANCE COVERAGE AFFORDED UNDER ITS INSURANCE POLICY.

**7.1. Indemnification.** The Customer shall indemnify, defend, and hold harmless Aerowood Aviation, and its officers, agents, CFIs, employees, directors, successors and assigns, from and against any and all loss, claims, demands, costs, expenses of every nature, arising directly or indirectly from or in connection with the use and operation of the aircraft by the Customer; Provided, however, that such indemnity and hold harmless obligation shall not extend to liabilities arising out of the sole negligence, gross negligence or willful misconduct of Aerowood Aviation.

**7.2.** The Customer acknowledges that Aerowood Aviation is not the manufacturer of the rented aircraft or the manufacturer's agent, and that Aerowood Aviation 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, airworthiness, or the quality or capacity of the materials used in the rented aircraft.

**7.3.** The Customer further acknowledges that the CFIs providing flight instruction authorized by Aerowood Aviation are independent contractors and not employees of Aerowood Aviation.

**8.0 Termination of the Agreement.** 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 required, have the right to terminate this Agreement at once and to repossess the rented aircraft using such forces as may be necessary without being deemed guilty of trespass, theft, or breach of the peace or forcible entry and detainer. The Customer expressly waives the service of any notice. Exercise by Aerowood Aviation of the rights specified in this Agreement shall not prejudice Aerowood Aviation's right to pursue any other remedy in law or equity. **Furthermore, Aerowood Aviation reserves the right to refuse the rental of any aircraft to the Customer at any time, without explanation.**

**8.1.** The Customer may terminate the Agreement at any time by sending written notice to Aerowood Aviation. All balances due at the time of termination shall be paid to Aerowood Aviation at the time of termination. Termination of the Agreement does not invalidate any prior effect of the Agreement.

## **9.0 Notices.**

All written notices required in this Agreement shall be delivered in person or by FedEx, UPS or U.S. First Class mail, directly to the party to whom delivery is to made, at the addresses listed below. The parties will update contact information in writing should the information become incorrect.

## **10.0 Governing law/Severability:**

This Agreement has been executed in Monroe, North Carolina, and any and all disputes arising there from shall be governed according to the laws of the State of North Carolina and the laws of the United States of America. The Union County courts in the State of North Carolina shall have exclusive jurisdiction over all proceedings instituted by or against Aerowood Aviation or the Customer arising out of, connected with or related to this Agreement and any modification, amendment or extension thereof.

**10.1** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective only to the extent of such prohibition or unenforceability, without invalidation of any of the remaining provisions therefor, and such prohibition or unenforceability in any one or more jurisdictions shall not invalidate or render unenforceable such provision in any other jurisdiction. Either party's failure at any time to require strict and timely performance by the other party of any of the provisions of this Agreement shall not waive, diminish or otherwise prejudice their right thereafter to demand strict compliance therewith or with any other provisions of this Agreement.



**11.0 Entire Agreement/Modification**

This Agreement represents the entire agreement between the parties with respect to the rental of aircraft. Any modification or amendment to this Agreement shall be executed in writing and signed by all parties.

I, the Customer, have read and understand this entire Agreement, agree to all of its terms, and acknowledge that I have received a copy of this Agreement.

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

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

The Customer

Address for Notice requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Aerowood Aviation contact information:**

**(980) 263-9025- For all required call reporting**

If necessary due to no response, the Customer may also contact Brandon Atkinson at (843) 672-4650

3900 Paul J. Helms Dr.

Monroe, NC 28110



**Exhibit A-4 (Renter Agreement all aircraft)**

<b>INSTRUCTOR RATES</b>	
<b>Primary CFI-</b> any flight training that occurs in a non-Cirrus aircraft before a sport, recreational, or private pilot certificate is earned	\$55.00/hour
<b>Advanced CFI-</b> any flight training that occurs in a non-Cirrus aircraft after a sport, recreational, or private pilot certificate is earned	\$60.00/hour
Chief Flight Instructor- any flight training instruction from our Chief Flight Instructor, Jim Efird.	\$60.00 per hour basic, \$65.00 per hour advanced
<b>Daily rate-</b> the hourly instructor rate changes over to an daily instructor rate after the CFI has been providing instruction/services in a non-Cirrus aircraft for greater than <u>seven hours</u> for one Customer (or a Customer's party) limited to nine hours *Any requirement for more than nine hours requires pre-approval	\$400.00/day
<b>Cirrus-</b> any flight training that is completed in a Cirrus aircraft, regardless of where the Customer is in his/her flight training	\$100.00/hour
<b>Cirrus daily rate-</b> 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 <u>six hours</u> for one Customer (or a Customer's party) limited to nine hours *Any requirement for more than nine hours requires pre-approval	\$600.00/day
<b>Flight Circle cancellation</b> – within 12 hours of scheduled flight with CFI	\$50.00/ hr Cirrus cancellation fee: \$100.00/hr
<b>Daily minimums-</b> Pre-approval required for daily reservations Failure to meet minimums fee	2 hours x hourly rate
<b>OIL</b>	
Aeroshell W100+: to be used in non-Cirrus aircraft	At cost
Phillips 20W-50: to be used in all Cirrus aircraft	At cost
<b>FUEL</b>	
Dry rental failure to refuel aircraft fee	\$25.00
Dry rental fuel for aircraft	Full service price at base airport
<b>Hangar</b>	
<b>Tie Down</b>	\$500/month \$70/month

<b>Insurance requirements</b>	
Aerowood's policy- Student and Renter Liability endorsement	\$100,000 liability limit
Aerowood's policy- Hull & Liability	\$1,000,000 smooth limits
Solo Flight insurance requirement- Minimum coverage for all non-Cirrus aircraft - Must match AVEMCO coverage.	AVEMCO offer: \$250/annually for minimum coverage for student pilots (\$0 deductible)= \$250,000 Bodily Injury and Property Damage; + Physical damage to aircraft \$20,000
Minimum coverage for Cirrus aircraft - Must match AVEMCO coverage.	AVEMCO offer: \$250,000 Bodily Injury and Property Damage; + Physical damage to aircraft \$50,000