

Giving Wings Aviation, LLC

1170 Airport Access Rd.
Traverse City, MI 49686
231-943-2033

Aircraft Rental Agreement

This agreement made and entered this date ____/____/____ between Giving Wings Aviation, LLC., hereinafter referred to as "Operator" and

(Name of Renter) _____
(Address) _____
(City) _____ (State) _____ (Zip) _____
(Phone) _____
(email) _____

WHEREAS, Giving Wings Aviation, LLC is the owner and operator of _____ AND
WHEREAS, Renter seeks to rent aircraft from Operator under terms and provisions of this agreement.

FLIGHT OPERATIONS SAFETY RULES

- **Pilot Certificate-** Renter must hold a valid and current pilot certificate and at least a third class medical to act as Pilot In Command (PIC) of the aircraft. A tailwheel endorsement is also required to act as PIC of tailwheel aircraft. No medical is required to operate the Champ.
- **Currency-** Renter must possess evidence of a current flight review and aircraft checkout by Giving Wings Aviation's Chief Flight Instructor. Proficiency checks may be required every 30 days.
- **Preflight-** Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the checklist provided for all phases of flight.
- **Weather-** Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions. Instrument flight is approved if renter is appropriately rated and current. Any flight in conditions less than 5 miles visibility and ceilings less than 2,500 feet must be preapproved by the Chief Flight Instructor unless renter provides evidence of IFR privileges and currency.

- **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.
- **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.
- **Regulations-** The renter will comply with all local, state and federal regulations and all airport safety regulations.

1. OPERATION

Renter covenants and agrees with Giving Wings Aviation, LLC. to abide by the following rules and regulations in the operation of the aircraft

1. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in a non-airworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.
2. To follow all FAA regulations applicable at the time of flight.
3. To operate within the limits of the Operating Limitations of the aircraft.
4. To use the aircraft for personal pleasure and not to engage in commercial operation of any kind without express written consent from Operator.
5. To take off and land at open public use FAA approved Airports only, unless otherwise approved by the Operator;
6. Not to engage in formation flight;
7. Not to give flight instruction, or receive flight instruction from other than the Chief Flight Instructor.
8. To undergo a flight proficiency check in the aircraft prior to rental and at any time deemed necessary by the Chief Flight Instructor.
9. Not to permit smoking, eating or drinking anything other than water in the aircraft.
10. Renter agrees to always return the aircraft in a ready-to-fly condition when checked in to Operator, and to return the aircraft clean, including windows, and free of garbage.

11. Renter agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will contact the Operator by phone for instructions upon encountering mechanical malfunctions.
12. Renter agrees to report any aircraft damage, accident or incident, including over speed or other pilot error, to the Operator as soon as possible.
13. Renter agrees that rented 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 Renter who signed this agreement.
 - d. Outside the limits of the Continental United States.
 - e. To carry passengers or property for compensation or hire.
 - f. For any flight for which the Renter is not properly rated or certified.
 - g. For any purpose of destination other than those approved in advance by Operator.

In the event of accident or incident involving the aircraft, Renter will act according to the tenets of NTSB 830; particularly:

- a) Seeking to secure the scene of the incident and as fast as possible preserve and prevent any further damage to passengers or aircraft.
- b) Notifying and cooperating with the proper Federal, State and Local authorities.
- c) Reporting the event to Operator as soon as possible using the emergency communication protocol included with the aircraft documents.
- d) Seeking to gather names and addresses of any witnesses to the event.
- e) Preparation and filing of the required and appropriate forms.

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2. MAINTENANCE

At Giving Wings Aviation, LLC, we make every effort to keep the 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 Cherry Capital Airport will apply should a breakdown occur. Giving Wings Aviation, LLC will make every effort possible to get you back in the air as soon as practical.

1. In the event of a breakdown, notify Giving Wings Aviation, LLC of the problem immediately. Contact numbers are on the aircraft checklist in the aircraft. If you get a voice mail, leave your name and telephone number where you can be contacted. Then call the second number on the list.

2. Do not authorize any repairs to be made to the aircraft without clearance from the Giving Wings Aviation, LLC representative. Doing so will result in the Renter being responsible for a portion or all of the repair cost.
3. Giving Wings Aviation, LLC. Will not reimburse the Renter for any overtime charges, call-out fees, or any other after hour 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.
4. All repairs and fueling will be made by properly licensed facilities and personnel.

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3. SCHEDULING:

Renter agrees that the aircraft will be scheduled for use pursuant to the following:

Aircraft may be scheduled in person or over the telephone during weekday business hours. Weekend scheduling will be done by phone and arrangements will be made to dispatch the aircraft.

1. Scheduling shall be only for the time reasonably necessary for the purposed flight. Overnight Flight reservations for more than 24 hours duration will be charged a minimum of two hours of rental for weekdays and three hours on Friday, Saturday and Sunday. This may be altered or waived upon agreement with the Chief Flight Instructor.
2. Renter will give at least 12 hours of notice when canceling or changing scheduled flights for any reason other than unsafe weather conditions or pre-flight discovered aircraft mechanical problems. In this event and at its option, Operator reserves the right to charge the Renter (1) hour of flight time and (1) hour of instructor time, if applicable or 50% of blocked time and 100% of instructor charges, whichever is greater. Renter agrees to schedule aircraft when their plans are definite and for the amount of time they intend to use the aircraft. Renter will be considered a no-show if aircraft is not dispatched to them within 30 minutes of the scheduled time and no attempt to contact Operator has been made. At that time the aircraft will be made available to other customers. Further, student pilots are required to contact their instructor personally when canceling. Any cancellation or no-show without notifying Giving Wings Aviation, LLC may result in restricted future use of the aircraft.
3. Renter agrees to return the aircraft at the agreed time and place. Renter will inform Operator as soon as practicable if the aircraft is to be kept longer than originally planned. At its option, Operator reserves the right to charge the Renter for "loss-of-use", estimated revenues that would have been earned from flights and instruction that were scheduled or were anticipated to be scheduled had the aircraft been returned as required.

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4. PAYMENT:

Rental aircraft and training services are paid for on a pay-as-you go basis; no credit will be extended to students or Renters. Payment is expected upon receipt of services. Rental rates for the aircraft are _____/hr. Rental Rates are subject to change at any time. Rental time is based on Hobbs meter time. The Renter covenants and agrees to make payment in accordance with the following:

1. To pay the current posted wet rate rental fee on Hobbs time and instructor fees based on Hobbs time plus ground instruction time;
2. To pay all charges incurred at the time of service by cash or check.
3. To pay all landing fees and charges at other airports;
4. To return aircraft to Giving Wings Aviation, LLC. and be responsible for any expenses incurred in connection with returning aircraft to Operator. 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.
5. See scheduling section above for cancellation terms.
6. To pay "No Show" charges for aircraft scheduled but not used, except for unforeseen weather or maintenance. The "No Show" charge is 50 percent of scheduled aircraft time and 100 percent of scheduled instructor time, or one hour of each whichever is greater.

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5. STUDENT PILOTS:

If the Renter is a student pilot, said Renter covenants and agrees as follows:

1. To conduct solo flights, he must be approved by the Chief Flight Instructor, especially with winds in excess of 10knots.
2. To conduct pattern work, weather minimums of four (3) miles visibility and 1,500 foot ceilings must be in effect;
3. To fly beyond the pattern, flight minimums of five (3) miles of visibility and 2000 foot ceilings must be in effect.
4. To fly cross country, a flight plan must be filed with Giving Wings Aviation, LLC and should be filed with Flight Service, with visibility of eight (3) miles and ceilings of 2,000 feet minimum.

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6. FUEL

Part of your preflight planning should include checking for available fuel and prices if anticipating needing fuel away from home base. When at home base AvFlight will provide fueling services. **If you travel beyond the range of the aircraft and need fuel, then fuel reimbursement will be at the current AvFlight Rate unless the price of fuel is less when obtained away from base. A valid receipt must be turned in to receive reimbursement. Reimbursement will be in the form of a credit on your account for future flying.**

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7. INSURANCE

As a Renter of the 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 \$100,000.00 per person all Bodily Injury each occurrence.
3. Hull coverage is provided with a \$2,500 deductible. **Renter acknowledges that he is responsible for payment of the deductible in full if damage is caused to the aircraft due to their actions or inactions.**
4. **Renters are strongly encouraged to consider purchasing an "Aircraft Renters Insurance Policy" from an independent insurance company (see AOPA) to protect themselves in situations where they may be found to be negligent or responsible for damages. Operator and/or the insurer may claim unpaid damages from renter. Operator reserves the right to require renters insurance before rentals.**
5. Renter agrees to assume responsibility for any loss or damage to or involving Operator aircraft caused in whole or in part by Renter's negligence, violation of Federal Aviation Regulations, improper procedures, and acts or failure to act in regards to the proper inspection and operation of the aircraft. Renter agrees to pay for any claims or losses not covered by Operator or Renter insurance policies.

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8. ENTIRE AGREEMENT:

This agreement sets forth the entire understanding between the parties hereto and shall not be modified except in writing between Giving Wings Aviation, LLC. and Renter. The Renter covenants that he has read and understands the terms and provisions of this agreement and will comply with same in renting aircraft from Giving Wings Aviation, LLC.

_____ Renter acknowledges and agrees that the aircraft is the property of the Operator.

1. Renter acknowledges that he has inspected the aircraft and has found it to be in good mechanical condition and airworthy.
2. Renter agrees to return the aircraft at the scheduled time, weather permitting, clean and ready to fly.
3. Renter agrees to properly secure the aircraft on the Giving Wings Aviation, LLC.'s ramp or in the hangar when at the home base (KTVC).
4. Renter agrees to properly secure the aircraft when left unattended while away from the home base.

_____ Renter expressly acknowledges personal liability to pay Operator on demand:

1. Service and time charges and/or fees computed at the applicable posted rates until said aircraft is returned to Giving Wings Aviation, 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 Giving Wings Aviation, LLC.

_____ 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.

_____ Renter indemnifies, and holds harmless Operator against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Operator arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action, or judgment which may arise by reason or in connection with Renter's operation of Operator aircraft under this agreement.

I HAVE READ AND I UNDERSTAND AND AGREE TO THE ABOVE CONVENANTS, RESTRICTIONS AND REQUIREMENTS OF THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Do not sign this agreement unless you have read, understand and agree to all of the terms and conditions.

Signed: _____ Date: _____

Renter

Signed: _____ Date: _____

Giving Wings Aviation, LLC. Representative

Proficiency Check completed In N _____ on _____

Date

Chief Flight Instructor