



**AIRCRAFT RENTAL AGREEMENT**

Effective 7/1/2020

**Pilot/Renter Data**

Name: (incl. nicknames/aliases) \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (Mobile) \_\_\_\_\_ (Home) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Are you a US Citizen? YES / NO If no, please list citizenship: \_\_\_\_\_ and/or sponsorship: \_\_\_\_\_

Passport #: \_\_\_\_\_ Date of Issue: \_\_\_\_\_ Visa Date of Issue: \_\_\_\_\_ Expiration: \_\_\_\_\_

**Insurance Information**

	Yes	No
Have you ever had your FAA or DOT certificate suspended or revoked?	_____	_____
Have you ever had an aircraft accident, incident or violation?	_____	_____
Has any aviation insurance company cancelled, declined or refused you insurance?	_____	_____
Have you ever been convicted of or plead guilty to: a charge of reckless driving	_____	_____
driving under the influence of alcohol or drugs	_____	_____
Has your driver's license ever been suspended or revoked?	_____	_____
Have you ever been convicted or under indictment for action involving drugs or narcotics?	_____	_____
Have you ever been convicted of a felony?	_____	_____

**Certificates and/or Ratings Held**

Pilot Certificate #: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Date of Last Flight Review: \_\_\_\_\_

Recreational \_\_\_\_\_ Sport \_\_\_\_\_ Private \_\_\_\_\_ Commercial \_\_\_\_\_ ATP \_\_\_\_\_

Airplane SEL \_\_\_\_\_ Airplane MEL \_\_\_\_\_ Airplane SES \_\_\_\_\_ Airplane MES \_\_\_\_\_ Instrument Airplane \_\_\_\_\_

CFI \_\_\_\_\_ CFI-I \_\_\_\_\_ MEI \_\_\_\_\_

Medical Class: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Limitations: \_\_\_\_\_

**Pilot History**

Total Time \_\_\_\_\_ Last 12 Months \_\_\_\_\_

ASEL \_\_\_\_\_ ASEL Complex \_\_\_\_\_ AMEL \_\_\_\_\_ PIC \_\_\_\_\_ Night \_\_\_\_\_

Simulated Instrument \_\_\_\_\_ Actual Instrument \_\_\_\_\_ Dual Given \_\_\_\_\_



This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between FOOTHILL SPORT AVIATION LLC d/b/a FOOTHILL FLIGHT CENTER hereinafter "FOOTHILL FLIGHT CENTER" whose address is 3374 Mira Loma Dr, Cameron Park, CA 95682 and Pilot/Renter \_\_\_\_\_ whose name address are reflected on the first page of this agreement.

1. **Renter hereby expressly acknowledges and binds Renter, Renter's heirs, and assigns for all liabilities to pay FOOTHILL FLIGHT CENTER the following:**

- a) Service and time charge computed at the applicable rate as specified at the time of rental.
- b) All damages to the aircraft and loss of use of the aircraft as well as any damages to their persons or property caused in whole or in part by failure to comply with the Federal Aviation Regulations, the terms of this agreement, the procedures outlined in FOOTHILL FLIGHT CENTER documents, the procedures outlined in manufacturer documents and checklists, the procedures outlined in the Aeronautical Information Manual, or by the negligence of the Renter.

2. **Payments: Payment is due when services are rendered.** All past due accounts will incur a finance charge in the amount of 1.50% of the balance due per month (18 percent per annum). All checks returned for "Insufficient Funds" will incur a service charge in the amount of \$50.00 per check in addition to charges imposed by banks.

- a) **Unpaid Rental, No-Show Fees and Other Balances.** The Renter authorizes FOOTHILL FLIGHT CENTER to invoice unpaid rental, no-show fees and other balances.
- b) **Past Due Account.** Renter's account must be paid current to maintain flying privileges with FOOTHILL FLIGHT CENTER. An account past due 60 days or more may result in collection action being taken. The Renter is responsible for attorney fees, court fees and all other costs arising from collection action.

3. **Notice of Insurance Coverage.** All FOOTHILL FLIGHT CENTER aircraft have liability coverage in the amount of \$1,000,000 per occurrence, limited to \$100,000 per passenger. Additionally, there is physical damage coverage for the aircraft hull. All Renters are required to pay upon demand the insurance deductible of \$1,000 (in motion) / \$250 (not in motion). Renter is responsible for uncovered damage and loss of use. Renters are required to obtain a "Renter's Policy" for personal liability coverage and to cover the insurance deductible and cover loss use of a FOOTHILL FLIGHT CENTER aircraft.

**Renter's Policy**

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

4. **Aircraft Checkout.** All Renters must complete the FOOTHILL FLIGHT CENTER Pilot Checkout process for each aircraft to be rented. The FOOTHILL FLIGHT CENTER Pilot Checkout process must be repeated annually in order for the pilot to retain rental privileges. Renters who hold an instrument rating and desire to exercise Instrument Flight Rules privileges in a FOOTHILL FLIGHT CENTER aircraft must complete an Instrument Proficiency Check as part of their initial checkout.

5. **Currency.** Renters must fly a FOOTHILL FLIGHT CENTER aircraft at least once every 30 days to maintain currency. In lieu of recent flight in FOOTHILL FLIGHT CENTER aircraft, FOOTHILL FLIGHT CENTER may accept, at their discretion, logbook entries of flight experience in similar aircraft within the past 30 days. If a Renter lapses this currency requirement, a re-currency flight, comprised of a minimum three take-offs and landings, must be scheduled with a FOOTHILL FLIGHT CENTER approved instructor.

6. **Flight Instruction.** Only approved FOOTHILL FLIGHT CENTER Instructors are authorized to provide flight instruction in FOOTHILL FLIGHT CENTER aircraft.



7. **Student Solo.** Student pilots are required to be dispatched by a FOOTHILL FLIGHT CENTER instructor at all times for solo flight. Student pilots must be dispatched by their primary instructor for cross country flights. The following restrictions apply to solo flight:
  - a) All solo flights:
    - i. Students pilots must have current solo endorsements in their logbook and pilot file.
    - ii. Student pilots may not solo aircraft with more than 15 knots total wind and/or 7 knots crosswind.
  - b) Solo cross-country flights:
    - i. Student pilots are required to file and activate a flight plan with FSS for all cross-country flights.
    - ii. Student pilots must plan their return to be on the ground in O61 one hour before official sunset.
    - iii. Upon arrival back at O61, student pilots will close flight plan with FSS.
    - iv. If an unscheduled landing occurs, student pilots must contact their instructor to be re-dispatched before departure and must notify Flight Service.
8. **Preflight Inspection.** Renter pilots will inspect and make a ground check of the aircraft, its equipment and accessories prior to flight and will not accept the aircraft or attempt flight until they are satisfied it is airworthy in accordance with manufacturer's specifications and the Federal Aviation Regulations. Renter pilots will familiarize themselves with the manufacturer's Airplane Flight Manual and aircraft's maintenance records.
9. **Medical and Flight Reviews:** All pilots are required to maintain current & valid medical certificates, Flight Reviews, and Instrument Proficiency Checks (if applicable) while renting FOOTHILL FLIGHT CENTER aircraft.
10. **Aircraft & Instructor Scheduling.** Renters may schedule aircraft rental & instruction through FOOTHILL FLIGHT CENTER's online scheduling system. If the renter is unable to access the online system, they may phone FOOTHILL FLIGHT CENTER to schedule. If an airplane is scheduled to "Remain Over Night" (RON) at a destination airport, the renter will indicate it on the schedule. For all cross-country flights the Renter must include destination airports in the comments section.
11. **Aircraft Rental Minimums.** Aircraft reservations 8-hours in duration or more are subject to rental minimums:
  - a) Monday through Friday: 3 hours per day
  - b) Saturday and Sunday: 4 hours per day

The minimums are determined upon departure. Upon returning, if the Renter does not meet the minimum hours, they must pay fifty percent of the difference between the flown and minimum hours. For example, if the rental minimums were 6.0 hours and the renter only flew 4.0 hours, they will be billed an additional 1.0 hours.

12. **Aircraft Rental Cancellations/No-Show Policy.** Aircraft rentals and dual instruction may be cancelled for any reason without charge outside of 24 hours prior to the scheduled rental/lesson. If there is less than 24 hours notice given and weather or illness is not a factor, the Renter will be charged a cancellation/no-show fee:
  - a) For lessons/dual instruction: equal to the cost of 1 hour of instruction
  - b) For solo flight/rentals: equal to 50% of the aircraft rate for the time booked

If Renters are unable to use the aircraft at the time scheduled, they shall call FOOTHILL FLIGHT CENTER as soon as possible so that the airplane may be released to other Renters. If a Renter needs to extend the rental beyond the originally schedule time, they must call and/or check the online schedule first and update it accordingly – do not assume the airplane is available. If the Renter has not shown up for a scheduled flight, the aircraft will be released for other rentals after 15 minutes. To maximize the schedule or accommodate aircraft maintenance, FOOTHILL FLIGHT CENTER may change a reservation to another aircraft of the



same make/model without notification. In the event of unscheduled maintenance, and another airplane of the same make/model is not available, FOOHILL FLIGHT CENTER will contact the Renter with further instructions.

13. **Smoking/Vaping.** Smoking and/or vaping is prohibited at all times onboard the aircraft, in the FOOHILL FLIGHT CENTER office, hangar and on the airport ramp. Battery-powered E-cigarettes, vaporizers, vape pens, atomizers, and electronic nicotine delivery systems may not be carried onboard FOOHILL FLIGHT CENTER aircraft.
14. **Food/Drink.** Food and open beverages are prohibited in the aircraft. Bottled water is acceptable.
15. **Headsets.** Headsets are available for pilots enrolled in flight training on an "as available" basis.
16. **Fuel Reimbursement.** All fuel and oil purchased by the Renter outside of FOOHILL FLIGHT CENTER will be reimbursed at FOOHILL FLIGHT CENTER's current rate or less; whichever is applicable. Renter is responsible to pay landing fees, tie down fees, ramp fees or other miscellaneous taxes and service charges at destination airports.
17. **Maintenance Discrepancies Away from FOOHILL FLIGHT CENTER.** Upon noting a maintenance or airworthiness issue, Renter will call FOOHILL FLIGHT CENTER immediately (530-350-5052) for further instructions, to authorize repairs and/or make arrangements to return home. Renters are prohibited from tampering with or attempting to repair any part of the airplane or its accessories. All off-site maintenance must be authorized by FOOHILL FLIGHT CENTER prior to any maintenance being performed on the aircraft. The Renter will coordinate with FOOHILL FLIGHT CENTER to coordinate the return of the airplane to O61 once maintenance has been completed.
18. **Aircraft Maintenance Logs:** Renters may checkout maintenance logbooks from a FOOHILL FLIGHT CENTER instructor for use during a practical test. Aircraft logbooks must be returned to a FOOHILL FLIGHT CENTER instructor promptly following a practical test.
19. **Aircraft Tires.** Renter pilots are responsible to check aircraft tires prior to each flight to ensure there are no bald spots with cord showing. If an airplane must be taken offline due to a flat tire or bald spot (with cord showing), the last Renter to fly the airplane will be billed for the full cost of the tire replacement (labor, parts and retrieval expenses). The last Renter pilot to fly the airplane will be required to complete three take-offs and landings with a FOOHILL FLIGHT CENTER instructor before they rent again.

I have read & understand the Aircraft Tires Policy (initials): \_\_\_\_\_

20. **Battery Failure due to Master Switch.** In the event that a dead aircraft battery is caused by a Renter leaving the Master Switch on, the Renter will be charged \$50 for the repair.
21. **Flight Planning and Charts.** Computers are available for flight planning purposes in the FOOHILL FLIGHT CENTER office. Renters shall provide their own charts (paper or EFB) for use onboard the aircraft.
22. **Prohibited Maneuvers.** Renter pilots are expected to operate the aircraft in a safe manner in accordance with the manufacturer's published limitations and all Federal Aviation Regulations.
  - a) Renters will maintain minimum altitudes consistent with the Federal Aviation Regulations. Low altitude flight (below FAR minimums) over residential properties is prohibited.
  - b) Renters are prohibited from executing spins or aerobatic maneuvers in FOOHILL FLIGHT CENTER aircraft without an authorized FOOHILL FLIGHT CENTER instructor onboard.
  - c) Student pilots will not practice simulated engine failures during solo flight.
  - d) Renters who don't hold an Instrument Rating must complete a night checkout for night flights without a FOOHILL FLIGHT CENTER instructor onboard.



23. **Runway Surfaces.** Renters are prohibited from landing on other than hard-surface runways during normal operations. In the event of an emergency Renters shall exercise full discretion to select any landing site that is most favorable to the safety of aircraft occupants.
24. **Weather Briefing Requirement.** Renters will, immediately prior to flight, obtain weather reports and forecasts pertinent to each flight and familiarize themselves with all available information concerning the flight, including Notices to Airmen (NOTAMs) for origin, destination and alternates as well as Temporary Flight Restrictions (TFRs).
25. **Weather Minimums.** Renter shall adhere to the following weather minimums:
- a) VFR
    - i. Airport traffic pattern operations
      - 1,500' AGL ceiling
      - 3 SM visibility
      - Maximum 25 kts total wind; 10 kts for student solo
      - Maximum 15 kts direct crosswind; 7 kts for student solo
    - ii. Local and cross-country flights
      - 5,000' AGL ceiling
      - 5 SM visibility; 10 SM for student solo
  - b) IFR
    - i. Take-off minimums: in addition to any published procedures, conditions must be at or above landing minimums (visibility & ceiling) for the departure airport or an airport within 10 nautical miles.
    - ii. The forecast must be at or above landing minimums (visibility & ceiling) for all airports of intended landing. These requirements must be met prior to take-off.
    - iii. Landing minimums: commensurate with the FARs and available approach procedures.
    - iv. Dispatching instructors reserve the right to be more restrictive than the FAR's or this agreement when taking into account pilot's experience.
    - v. FAR requirements for filing alternates must be adhered to.
26. **Adverse Weather.** Renters must receive a proper pre-flight weather briefing and seek in-flight weather updates (if able) to avoid adverse weather conditions. If in-flight or destination weather conditions deteriorate, Renters should land at the nearest suitable airport and notify FOOTHILL FLIGHT CENTER as soon as possible. No Renter/Pilot should continue flight into weather conditions that they are not comfortable flying in, qualified to fly in, or are below legal minimums. Under no circumstances shall safety be compromised in an attempt to continue flight. If the Renter is unable to complete a flight or return to home base due to weather, they are encouraged to rent a car and drive. If an aircraft is left at an outstation airport, the Renter is responsible for the return of the aircraft. In some cases, Renters will need to pay for another pilot and aircraft to retrieve the plane. If adverse weather arises, rental minimums will not be enforced.
27. **Securing Aircraft.** At the end of each flight, the Renter shall return FOOTHILL FLIGHT CENTER to the FOOTHILL FLIGHT CENTER hangar or tiedown (if at Cameron Park (O61)). When utilizing the tiedown, the aircraft must be pushed back using the tow bar. Kicking the front nose wheel, pushing on the spinner or pushing on the tail of the aircraft are prohibited methods of moving the airplane. The Renter shall install the control lock (if applicable), close windows and lock aircraft doors/canopy. If tie downs are unavailable where you are securing the aircraft please bring your own or use chocks. Airplanes will be returned with no other than normal wear and tear. If the aircraft has endured any damage or other than wear and tear use, advise the FOOTHILL FLIGHT CENTER immediately.
28. **Aircraft Use.** The Renter may use FOOTHILL FLIGHT CENTER rental aircraft for the purpose of pleasure or personal business. Flights for the purpose of compensation or hire are prohibited. The Renter or student pilot who has received an aircraft



checkout is the only pilot that is authorized to fly the airplane; dual instruction by non-FOOTHILL FLIGHT CENTER flight instructors is strictly prohibited. The Renter must occupy the left seat; unless the Renter is a CFI candidate who has received a right seat checkout from an authorized FOOTHILL FLIGHT CENTER instructor. The Renter will observe all federal, state and local air safety regulations and will obtain weather reports and forecasts prior to any flight.

29. **Accidents and Incidents.** Renter agrees to report all accidents, both major and minor, to FOOTHILL FLIGHT CENTER immediately, together with the names and addresses of witnesses and involved parties, and in the event of accident. The Renter will not allow the aircraft to be moved unless expressly authorized to do so by FOOTHILL FLIGHT CENTER. Renter will do all that is possible to protect the aircraft from further loss or damage. Incidents must also be immediately reported to FOOTHILL FLIGHT CENTER. Renter is responsible for all damage caused by renter's negligence.
30. **Right to Refuse Service.** FOOTHILL FLIGHT CENTER reserves the right, at any time, to refuse aircraft rental and flight instruction to the Renter. Renters demonstrating dangerous behavior, such as poor decision-making, unnecessary risk taking, displaying signs of anger management problems, disrespect to FOOTHILL FLIGHT CENTER staff, refusal to follow company policies or Federal Aviation Regulations; or are involved in an accident or incident may be refused service. It is not our intention to refuse service but the safety of all Pilots, FOOTHILL FLIGHT CENTER staff, persons and property on the ground and aircraft shall not be compromised.
31. **Enforcement.** Pilot agrees to pay all FOOTHILL FLIGHT CENTER's costs and agrees to pay all other reasonable attorney's fees incurred by FOOTHILL FLIGHT CENTER arising out of, or in any way connected with the enforcement of the items or conditions of this agreement.
32. **Hold Harmless.** The Pilot hereby agrees to indemnify, defend, and hold FOOTHILL FLIGHT CENTER harmless against any liabilities, claims or damages which result from/or are in connection with Pilot/Renter rental of an aircraft pursuant to this agreement; and the Pilot/Renter also agrees to be responsible for the payment of any damages caused to Pilot/Renter, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot's possession and use.
33. **Governing Law.** This Agreement shall be interpreted and enforced under the laws of the State of California.
34. **Entire Agreement.** This Agreement supersedes any prior negotiations and agreement between the parties regarding the same issues addressed herein and constitutes the entire agreement of the parties.
35. **Amendment.** This Agreement may not be amended unless such amendment is in writing and signed by FOOTHILL FLIGHT CENTER.
36. **Certification.** Pilot/Renter certifies that all information supplied to FOOTHILL FLIGHT CENTER is true and correct.



IN WITNESS WHEREOF the parties have executed this Agreement on the date shown below.

Date \_\_\_\_\_

Pilot/Renter (Parent or Legal Guardian if Pilot/Renter is under 18 years old.)

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

FOOTHILL FLIGHT CENTER Representative

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_