

**Flight Division
360-674-2111
Aircraft Rental Agreement**

Preamble

This agreement is entered into by Avian Flight Center, Inc. and an individual, hereinafter referred to as "**Renter**," who is renting an aircraft from Avian Flight Center, Inc.

"**Preferred Renter**" is an individual who has paid to Avian Flight Center, Inc. a onetime setup fee and pays a monthly fixed cost for access to the "Avian Flying Adventures" Program and provides aircraft and services at discounted rates.

RENTER

Renter Name: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Emergency Name: _____ Contact Number: _____

All persons renting aircraft for any purpose from Avian Flight Center, Inc. agree to the requirements contained in this agreement. The person signing this agreement, Renter, is the pilot responsible for compliance with these requirements. All persons in the aircraft will comply with these requirements. The Renter is the person responsible to Avian Flight Center, Inc. for the aircraft and any damage thereto and we strongly recommend the Renter consider supplemental insurance*. The Renter must have a fully executed Rental Agreement on file with Avian Flight Center, Inc. prior to release of any aircraft.

***Preferred Renters are provided aircraft insurance as outlined on page 6 of this agreement.**

General Practices

The following are rules, which apply to all renters, and the use of the aircraft rented from Avian Flight Center, Inc. This is not an all-inclusive list and all persons at all times while utilizing the aircraft should adhere to all applicable FAA regulations and recommended safety procedures. Above all, fly safely.

1. Renter acknowledges and agrees that the aircraft is the property of Avian Flight Center, Inc.
2. Renter agrees to return the aircraft to Bremerton National Airport at the scheduled time, providing weather and aircraft maintenance allow for a safe flight to be made.
3. Renter acknowledges that he/she will review the aircraft records before the first flight of any rental period to ascertain that the logs show the aircraft is airworthy and inspections are not overdue.
4. No smoking is allowed in any Avian Flight Center, Inc. aircraft.
5. No animals are allowed in any Avian Flight Center, Inc. aircraft.

Renter's Initials _____

Date _____

6. There is a thirty-minute grace period subsequent to time for which Renter has reserved the aircraft during which the aircraft will be held for Renter. After the thirty-minute period, the aircraft may be assigned to another renter.
7. The Renter will file flight plans with Avian Flight Center, Inc. prior to all flights conducted outside the Bremerton Airport traffic pattern. All flights exceeding 50 nautical miles will require a flight plan filed with both the FAA Flight Service Station **and** Avian Flight Center, Inc.
8. Flight plans will be filed with the FAA for all night flights away from the Bremerton National Airport traffic pattern.
Planned flights outside the United States require a letter of authorization be completed for Customs when crossing the border. Notice must be given to an Avian Flight Center representative to ensure that the following items are included in the aircraft:
 - Wheel chocks
 - Gust locks
 - Control locks
 - If the destination airport does not provide tie down hardware, tie downs will be provided to include removable anchors
 - Tow bar
9. The Renter will personally conduct a complete pre-flight inspection of the aircraft as recommended by the aircraft manufacturer. This will include, but not be limited to sampling of all fuel sumps and inspecting fuel for contamination, ensuring the fuel and oil is at sufficient level for the planned flight plus a **sixty minute fuel reserve**.
10. No persons, passengers, pilots or anyone else will load or unload from the aircraft when any engine is running.
11. The Renter shall follow all checklists in the approved Pilot Operating Handbook for the aircraft to be flown. The aircraft will not be flown without the Pilot Operating Handbook present in the aircraft.
12. **No Person, Pilot or other person shall hand prop the aircraft**, regardless if another person is in the cockpit behind the controls or not.
13. Takeoff and landing will be made only at public airports with paved runways that are at least **three thousand (3000) feet in length**. Use of non-paved or shorter runways may be approved if requested by Renter and approved by an Avian Flight Center, Inc. flight instructor prior to such use. These approved airports will be noted on an addendum attached to this agreement. The Renter will always properly secure the aircraft in a manner accepted by the aviation industry by making appropriate use of wheel chocks, gust locks, control locks, tie downs and tow bar.
14. Stop and Go landings will **NOT** be permitted at non-towered airports. Touch and Go landings will be permitted in **fixed-gear** aircraft only. **All landings in retractable gear aircraft will be made to a full stop and taxi back to active runway.**
15. Simulated forced landings shall not be practiced without an Avian Flight Center, Inc. flight instructor in the aircraft.
16. In the event of an actual forced landing, no attempt at a subsequent takeoff will be made by the Renter or anyone until Avian Flight Center, Inc approves such action.
17. The Renter agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will telephone Avian Flight Center, Inc. collect for instructions upon encountering mechanical malfunction.
18. If the aircraft is abandoned away from the Bremerton National Airport for any reason **other than mechanical, medical or weather related reasons**, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to Bremerton National Airport.

Renter's Initials _____

Date _____

19. Formation flying or any facsimile thereof is strictly prohibited in any aircraft rented from Avian Flight Center, Inc.
20. The Renter will not permit any person other than an Avian Flight Center, Inc. Flight Instructor to fly the aircraft unless such person has also signed a Rental Agreement with Avian Flight Center, Inc. and who meets Avian Flight Center Standards.
21. Only approved aviation fuel, as outlined in the aircraft operating handbook, shall be used.
22. No aircraft will take off without the Renter ensuring that the oil level is compliant with the recommended level in the aircraft operating handbook.
23. Student pilots: VFR Cross Country flights of greater than 50 nautical miles from Bremerton National Airport will not be flown unless existing weather exceeds 10 miles visibility and a minimum of a 5,000 foot ceiling and is forecast to be at or greater than 10 miles visibility and a 5,000 foot ceiling. Your Avian Flight Center Flight Instructor may provide an endorsement that differs from the above minimums and will be controlling in such case.

Renter Certification and Currency

The Renter must have:

1. A valid, current pilot or student certificate with the appropriate rating(s) for the intended flight and type of aircraft to be rented from Avian Flight Center, Inc.
2. A current medical certificate
3. Evidence of a current flight review
4. An aircraft checkout by a pilot designated by Avian Flight Center, Inc. The Renter must have written authorization from Avian Flight Center, Inc. for each type of aircraft rented.
5. All night, instrument and aircraft type currency requirements as specified in FAR Part 61 and Part 91 must be complied with. If the Renter is not current for the flight proposed, he/she will conduct a checkout flight with an Avian Flight Center, Inc. Flight Instructor.
The Renter is responsible for ensuring that Avian Flight Center has copies of current documents (Photo ID, Medical Certificate, Pilot Certificate(s)) and has current personal information on file at Avian Flight Center (Address, Phone Number(s), emergency contact information).
6. The Renter has accurately and fully disclosed to Avian Flight Center, Inc. any FAA certificate proposal actions, suspensions or revocations of a pilot's certificate and/or medical certificate. Any accident history MUST be fully disclosed to Avian Flight Center, Inc. Please disclose below:

Renter's Initials _____

Date _____

The Renter shall at all times remain the Pilot in Command, occupy the left front seat of the aircraft and at no time relinquish control of the aircraft to any other person or allow another person to fly the aircraft except when receiving flight training with an Avian Flight Center, Inc. Flight Instructor. Upon demonstration of proficiency, Flight Instructor applicants may practice solo flight from right seat in preparation for check rides, with prior written authorization from Chief Pilot or Chief Instructor. The Renter will assume full responsibility for the aircraft and its operation. Renter is responsible for returning the aircraft to Avian Flight Center, Inc. in the same condition as it was received, normal wear and tear excepted.

ACTIVITIES OTHER THAN THE PURPOSE FOR WHICH THE AIRCRAFT WAS RENTED

The purpose for which Renter has rented the aircraft from Avian Flight Center, Inc. is as follows:

PROHIBITIONS

The Renter shall not use or operate the aircraft for:

1. Any illegal purpose.
2. Any commercial purpose or carrying passengers or property for compensation or hire.
3. Any flight instruction other than an approved Avian Flight Center, Inc. instructor. **Specifically, flight instruction from flight instructors not employed or contracted by Avian Flight Center, Inc. is prohibited.**
4. Any aerobatics, parachute drops, race, speed test, formation flying or contest.
5. Any flight outside the limits of the Continental United States without prior written approval (see item 9 under General Practices).

AIRCRAFT AVAILABILITY AND PREREQUISITES

All aircraft rentals are subject to aircraft availability. A checkout flight for the Renter with an Avian Flight Center, Inc. Flight Instructor is necessary for each type of aircraft the Renter proposes to operate. Renters must take a written familiarization test for each type of aircraft they intend to operate. All necessary check rides will be at the Renter's expense. Avian always reserves the right to deny rental of an aircraft to a Renter. No reason for such decision need be given and the decision is entirely within the prerogative of Avian Flight Center, Inc.

Renter's Initials _____

Date _____

CHARGES

1. All renters must have a current credit card on file at Avian Flight Center. Charges are due upon the return of the aircraft to Avian Flight Center, Inc.*

***Preferred Renters:** Monthly fees will be automatically charged on the first working day of each month until participation ceases.

2. Renter agrees to pay all rental and other charges incurred.
3. Rental rates are based on the Hobbs Hour meter installed in the aircraft. In the event that the Hobbs Hour meter becomes inoperative, rental rates will be computed at 1.2 times the aircraft Tachometer time.
4. The following minimum charges* apply;
 - For rental reservations of 4 hours or more a minimum charge of 2 hours rental will be due.
 - For rental reservations of 6 hours or more a minimum charge of 3 hours rental will be due.
 - For rental reservations of 8 hours or more a minimum charge of 4 hours rental will be due.

***Preferred Renters:** For overnight flights, preferred renters are charged a 2 hour minimum rental per day at preferred renter rates. Minimums may be waived pending seasonal weather conditions and aircraft scheduling.

5. Avian may reimburse Renter for off-site fuel purchase costs incurred on cross-country flights. Avian Flight Center, Inc. will not reimburse such costs beyond the amount of Avian Flight Center, Inc. posted self serve fuel prices plus tax.
6. Renter will be responsible for all other charges incurred by Renters use of the aircraft such as landing fees, parking fees, customs fees, etc. **NOTE:** A fee for flights into Canada will be charged per Nav Canada rates. **Preferred Renters** are exempt from this fee.
7. **Renter will be responsible for any loss or damage to the aircraft, its components, parts or equipment during the rental period.**
 - **Renters, see NOTICE OF INSURANCE COVERAGE Item #3.**
 - **Preferred Renters, see NOTICE OF INSURANCE COVERAGE Item #1&2.**

TRANSIENT MAINTENANCE POLICY

At Avian Flight Center, Inc. we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, the 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 Bremerton National Airport will apply should a breakdown occur:

1. In the event of a breakdown or forced landing, notify Avian Flight Center, Inc. of the problem immediately by telephoning toll free 866-263-2FLY (866-263-2359).
2. **Do NOT** authorize any repairs to be made to the aircraft without clearance from an Avian Flight Center, Inc. representative. Failure to obtain Avian Flight Center, Inc.'s clearance will result in the Renter being responsible for the bill.
3. Avian Flight Center, Inc. **will not reimburse** the Renter for any overtime charges, call-out fees, or any other after-hours charges made by the maintenance facility.
4. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, and airline fares, etc. **will not be reimbursed.**
5. All repairs will be made by properly licensed facilities and personnel.

Renter's Initials _____

Date _____

HOLD HARMLESS

Renter agrees to indemnify, defend and save harmless Avian Flight Center, Inc., its' officers, agents, and employees from any and all claims, losses, liability, damages or any other type of claim, either present or future, of any and all persons, corporations, partnerships, or entities, which may arise as a result of the Renter's use of the aircraft rented from Avian Flight Center, Inc., except those caused by gross negligence, or willful misconduct of Avian Flight Center, Inc. or its' officers, agents or employees. Further, all Renters are responsible to pay all deductible amounts of money required by any insurance policy or company, which may come due as a result of renter's use of the aircraft rented from Avian Flight Center, Inc.

NOTICE OF INSURANCE COVERAGE*

As Renter of an aircraft, Avian Flight Center, Inc. hereby provides notice that:

- 1. *Preferred Renters are insured under a policy or policies of insurance provided by Avian Flight Center, Inc. providing liability insurance coverage to Renter of the aircraft in the following amount of**
 - * \$300,000.00 each occurrence for bodily injury but is limited to \$100,000 for any one passenger.**
 - * \$100,000 per occurrence is additionally provided to Renter for property damage liability but excluding damage to the aircraft.**
- 2. *Preferred Renters also have been provided a Waiver of Subrogation for any aircraft physical damage. The insurance company has agreed in advance to this insurance clause.**
- 3. All renters** are encouraged to purchase an "Aircraft Renters Insurance Policy" from an independent insurance company to protect themselves and their assets in situations where they may be found to be negligent or responsible for damages or where insurance coverages provided by Avian Flight Center, Inc. on their behalf is not adequate.

JURISDICTION

This Agreement shall be construed and interpreted in accordance with the Laws of the State of Washington and the venue of any legal action brought hereunder shall be in the District or Superior Court for Kitsap County, State of Washington.

WAIVER

Any waiver by any party hereto with regard to any of its' rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights which a party might have hereunder.

Renter's Initials _____

Last saved by D Hanson 03-10-09

Date _____

SEVERABILITY

This Agreement shall be liberally construed so as to effectuate its purpose. The provisions of this Agreement shall be severable, and if any phrase, clause, sentence or provision of the Agreement is declared to be contrary to the Constitution and/or laws of the State of Washington or United States or the applicability to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and its applicability to any government, agency, person or circumstance shall not be affected.

ENTIRE AGREEMENT

This Agreement sets forth in full the entire agreement of the parties in relation to its subject matter. Any other agreement, representation, or understanding, verbal or otherwise, relating to the services provided by Avian Flight Center, Inc. or otherwise dealing in any manner with the subject matter of this Agreement is deemed to be null and void and of no force and effect whatsoever. This Agreement may be waived, changed, modified, or amended only by written agreement executed and signed by both parties hereto. If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed to be in conformance with said statute or rule of law.

ATTORNEYS FEES

In the event the parties must employ an attorney to enforce their respective rights under this Agreement, reasonable attorney's fees and costs, including expert witness fees, shall be allowed to the prevailing party.

This agreement shall become effective when signed by the later of Renter or Avian Flight Center, Inc. and shall terminate upon delivery of written notice by one party to the other.

RENTER, BY AFFIXING HIS/HER SIGNATURE HEREON, AGREES TO COMPLY WITH ALL FLIGHT OPERATIONS AND SAFETY RULES, EMERGENCY MAINTENANCE PROCEDURES, AND INSURANCE PROVISIONS.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT AND READ IT BEFORE I SIGNED IT.

Renter's Printed Name

Renter's Signature

Date

Avian Flight Center, Inc. Representative's
Title

Printed Name

Avian Flight Center, Inc. Representative's
Signature

Date

Witness

Date