

AIRCRAFT RENTAL AGREEMENT

Renters Information

Lessee
(Renter): _____
Last Name

First Name Middle Name

Local Address: _____

City: _____ State: ___ Zip: _____

DOB: ___/___/___ US Soc. Sec.# ___-___-___

Driver's License#: _____

Foreign Pilot License#: _____

Home Phone: _____-_____-_____

Work Phone: _____-_____-_____

Cell Phone: _____-_____-_____

Occupation: _____

Employed By: _____

Email: _____

Credit Card on file Agreement

I, _____ give California Flight Center, Inc., permission to keep my credit card on file, and charge when authorized by me. I also understand that once I give my verbal authorization to charge my credit card, I am responsible for payment.

Credit Card Information: Please circle one:

Visa Mastercard American Exp

Account Number: ___/___/___/___

Exp. Date: ___/___ Today's Date: _____

Name on Card: _____

Signature of Cardholder: _____

Emergency Information

Name, address and telephone number of a person to contact in case of an emergency:

Renter Pilot Details

Pilot Certificate#: _____

Rating/Licenses Held: asel amel ifr pvt com
cfi cfii

Total Time: _____ sel: _____ mel: _____

Last 90 Days: _____ Complex: _____ Turbo: _____

Instrument Time: _____ Hood Time: _____

Last Bi-Annual Flight Review: ___/___/___

Last Instrument Competency Check:
___/___/___

Medical Class: 1st 2nd 3rd

Medical Date: ___/___/___

Approved Aircraft

(To be completed by instructor)

Aircraft	Date	Instructor
_____	_____	_____
_____	_____	_____
_____	_____	_____
Catalina	_____	_____
Big Bear	_____	_____
I.F.R.	_____	_____
Night	_____	_____

Certificates Verified By: _____
California Flight Center Staff

AIRCRAFT RENTAL AGREEMENT: TERMS AND CONDITIONS

LESSEE (RENTER) AGREES BY HIS/HER SIGNATURE ON THE FACE HEREOF THAT HE/SHE HAS READ AND IS AWARE OF THE FOLLOWING TERMS AND CONDITIONS CONCERNING THE USE OF THE AIRCRAFT AND ACCEPTS FULL RESPONSIBILITY HEREIN. This is the entire agreement between LESSEE (RENTER) and LESSOR (CALIFORNIA FLIGHT CENTER, INC.). It is agreed these terms are contractual and cannot be altered by an oral agreement or another document unless such document is signed and agreed to by the LESSEE and LESSOR. LESSOR makes no warranties, express or implied. LESSEE (RENTER) authorizes LESSOR to verify through credit agencies or other sources, personal and credit information provided by LESSEE. As used herein "AIRCRAFT" means AIRPLANE. "LESSOR" means "CALIFORNIA FLIGHT CENTER, INC." "LESSEE" means as shown on the reverse, or their representative.

1. OWNERSHIP, CONDITION AIRCRAFT, TERM OF CONTRACT, USE OF OR OPERATION OF AIRCRAFT.
Lessee acknowledges aircraft is the property of Lessor, although registered title may be in a third party, and acknowledges he received the aircraft in good aesthetic and mechanical condition. The aircraft shall not be occupied or used (engine operating), (i) By any person except Lessee or a Pilot or Instructor employed by Lessor. (ii) Lessee agrees not to use the aircraft for transport of persons or property for hire. (iii) Carry passengers in excess of the number of seat belts provided by the manufacturer. (iv) Outside the Continental United States without written permission of Lessor. (v) Lessee shall comply with all applicable Federal Air Regulations. (vi) In any competitive event. (vii) In formation flight or aerobatic maneuvers. (viii) For instruction purposes, without written permission.
 2. California Flight Center, Inc., at its sole discretion, may notify police when any person who has leased or rented an aircraft fails to return the aircraft to its owner within two days after the lease or rental agreement expired or sooner if circumstances suggest it is necessary. Lessor will notify police said aircraft has been stolen and Lessee releases and discharges Lessor from any liability and all claims of any nature arising there from. Lessor has the right to seize, without legal process, or notice to Lessee the rented aircraft at any time or place regardless of whether the aircraft is presumed misappropriated and Renter waives all claims for damages connected with seizure or repossession.
 3. Lessee expressly agrees to pay Lessor on demand:
 - a. The number of hours chargeable to Lessee shall be determined by to the nearest 1/10th HOBBS hour.
 - b. If rented for a calendar time, the greater of the HOBBS or the posted daily minimums apply.
 - c. The value of tires, tools and accessories or parts lost or stolen from aircraft.
 - d. Any fine or legal violation including administrative fees or legal violation against the aircraft, or Lessor's during this contract, except the Lessor's fault.
 - e. A One and One-Half Percent (1 ½ %) per month carrying charge on all charges not paid within thirty (30) days after they have been accrued.
 - f. Three Hundred Dollars (\$300.00) or Three Dollars (\$3.00) per mile, which ever is greater, if the aircraft is not returned to the original rental office without the written consent of Lessor.
 - g. All expenses incurred by Lessor in the collection of monies due Lessor per this agreement or, in regaining possession of Aircraft or in enforcing any term or condition of this agreement, including attorney's fees, administrative fees and costs.
 - h. All damage to Aircraft and resultant loss and expenses to Lessor in accordance with California Civil Code 1963 if not covered by Lessor's insurance policy.
- BODILY INJURY/PROPERTY DAMAGE RESPONSIBILITY TO THIRD PARTIES:** Each of Lessor's aircraft are insured for legal operation as outlined in this agreement. The dollar limits of said insurance policy will be provided to Lessee upon Lessee's request. Lessee, however, may be financially responsible for all damage to the aircraft and injury to person or property, irrespective of whether said damage injury is covered by the policy. THERE IS CURRENTLY AS A \$2,500.00 DEDUCTIBLE ON OUR AIRCRAFT. SHOULD YOU BE WITH A QUALIFIED CALIFORNIA FLIGHT CENTER, INC. INSTRUCTOR AT TIME INCIDENT OR ACCIDENT, COMPANY WILL TAKE CARE OF DEDUCTIBLE. IF YOU ARE SOLO OR RENTING WITH PASSENGERS, YOU CAN BE HELD RESPONSIBLE FOR THE DEDUCTIBLE. WE DO NOT REQUIRE A RENTER'S INSURANCE POLICY.
4. RENTER'S INDEMNITY PROVISION: Lessee shall defend, indemnify and hold harmless, from all losses, liabilities, damages, injuries, claims, demands, costs and expense arising out of, or connected with the possession or use of the aircraft during the term, including, but not limited to any and all claims or liabilities to the third parties arising out of the abandonment, conversion, secretion, concealment or unauthorized sale or illegal use of the aircraft by Lessee or the confiscation of the aircraft by any governmental authority for illegal or improper use of said aircraft.
 5. DEPOSITS: California Flight Center, Inc., may, at its sole discretion, accept a cash or cash equivalent as a deposit to secure the rental of an Aircraft. If the Aircraft is due back after normal business hours, a deposit or valid credit card must be on file, and authorization to charge said card for all charges.
 6. POWER OF ATTORNEY: Lessee hereby grants and appoints to Lessor a Limited Power of Attorney to present insurance claims for damage, loss and expense to Lessee's insurance carrier if the rented Aircraft is damaged during the term of this rental agreement; and to endorse Lessee's name on insurance payments for charges or images.
 7. Lessor is not responsible or liable in any manner for loss of, or damage of property left, stored or transported in or on the rented Aircraft, either before or after the return of the Aircraft to Lessor, regardless of any negligence of Lessor or Lessor's representative. Lessee expressly waives all claims against Lessor by reason thereof and agrees to indemnify Lessor against any and all expenses and costs there from.
 8. Lessor is not responsible for any property left in the Aircraft when Lessee returns the Aircraft other than to use reasonable care while holding the property for Lessee.
 10. Lessee will operate the rented Aircraft in accordance with Appendix (1) of this agreement.
 11. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement shall be submitted to final binding arbitration before J.A.M.S/ENDISPUTE, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either party may commence the arbitration process called for in this agreement by filing a written demand for arbitration with J.A.M.S/ENDISPUTE, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of J.A.M.S/ENDISPUTE's Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with J.A.M.S/ENDISPUTE and with one another in selecting an arbitrator from J.A.M.S/ENDISPUTE's panel of neutrals, and in scheduling the arbitration proceedings. The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs. The provisions of this Paragraph may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered.
 12. If any provision of this rental agreement is unlawful, contrary to public policy, void or unenforceable, remaining provisions shall continue in full force and effect.

Signature: _____

Date: _____

California Flight Center, Inc. Representative: _____

Details of Individual Renters Insurance Policy NOT REQUIRED

The following are the details of an Insurance Policy provided by the Lessor that covers the Lessee up to a maximum of \$5,000.00 for Aircraft deductible and loss of business.

Agency Name: _____

Policy Holders Name: _____

AIRCRAFT RENTAL AGREEMENT: APENDIX 1

Lessee will make a careful ground inspection of the aircraft, its equipment and accessories including without limitations, a careful check of required fuel and oil levels and will not accept the aircraft until satisfied that the same is airworthy and that its equipment and accessories are functioning and in proper working order.

Lessee agrees not to board or de-plane any passengers with motor running.

Lessee agrees to return the aircraft to Lessor's place of business on or before the return date specified, weather permitting, or sooner if demanded by the Lessor, in the same condition and running order as when received, ordinary wear and tear excluded.

For purpose of computing rental, the number of hours chargeable to Lessee shall be determined by taking a reading of the standard hourly recording device attached to the aircraft prior to starting of the engine and a second reading of said device at the time the aircraft is parked and the engine is shut down. Hours shall be determined to the nearest 1/10th hour. If the recording device seal is broken during repair or replacement of the instrument a rental charge to be determined by Lessor on the basis of the actual time the aircraft was in service.

The aircraft shall, at all times, be operated in accordance with Visual Flight Rules unless otherwise authorized by Lessor OR LESEE IS INSTRUMENT RATED, except as an emergency measure. If any flight is beyond a radius of 35 miles of the home base of the aircraft, a flight plan will be filed with the FAA.

In the event of an accident, major or minor, Lessee will immediately report the same to the FAA, appropriate local authorities and to the Lessor, furnishing full particulars with respect there to as may be required by the agencies and by Lessor. In no event will Lessee move the aircraft after an accident except with the express consent of Lessor and or other authorities having jurisdiction.

Lessee shall not tamper with or attempt to repair any part of the aircraft or its equipment or accessories. All squawks shall be reported to the Lessor after each flight.

Lessee represents and warrants that he/she is the holder of a good and valid pilot's certificate and current medical certificate; agrees that said certificates and a valid State or Federal picture I.D shall be in his/her possession during each flight, and agrees upon request to display the same to Lessor or its representatives. Pilots who are unable to provide said documents at the time of aircraft dispatch, will not be dispatched until said documents are presented.

Lessee agrees that following each flight he/she shall park and securely tie down the aircraft, close and secure all windows and doors and install any locks or covers.

No over water flights more than power off glide distance from shore. When en-route to Catalina Island the Lessee shall maintain a safe altitude to provide safe power off glide distance from the shore.

Lessee agrees that at anytime the Lessor may request an additional checkout if doubt has arisen to the Lessee's competence.

An additional check out COULD BE REQUIRED if Lessee has not flown at California Flight Center, Inc. within the preceeding 90 days. An additional check out is required prior to the Lessee

flying into IFR conditions, flying to Big Bear Airport, or flying to Catalina Airport.

Daily minimums will apply to flights that are scheduled for more than four hours of time. These minimums are 1 hours for the weekday and 2 hours for the weekend and holidays.

In the event that maintenance is required away from Long Beach Airport, contact California Flight Center, Inc. at 1-866-505-1255.

California Flight Center, Inc. must be notified prior to having any maintenance performed on aircraft.

The Lessee shall stay with the aircraft for three (2) business days for repairs to be made. The Lessee is responsible for any charges incurred for his/her stay or flights home and will pay retrieval costs as outlined in the rental agreement if choosing not to stay.

No flights below 1,000 feet AGL, unless taking off or landing.

Aircraft will be held for 30 minutes after scheduled time, then it will be released for rental, unless prior arrangements have been made with California Flight Center, Inc. or one its representatives.

No-shows or cancellations not received within 8 business hours prior to the scheduled flight time are subject to 1/3 cost of the aircraft rental and full cost of the instructor.

Charge for leaving the master switch on is **\$50.00** or the cost of a new battery whichever is greater.

There is a **\$100.00** charge for all returned checks submitted for payment. The charge also applies per submission for checks that require multiple submissions.

The Lessee will be responsible for the cost of fuel over and above the POSTED PUMP prices at California Flight Center, Inc.

Refund Policies:

Monies refunded from accounts will be charged 15% of remaining balance at the time of refund. The refund will be by company check and will be mailed within three (7) business days of request.

I have read the printed terms and conditions set forth hereon and agree to rent aircraft subject to and upon the terms and conditions set forth on the three (3) pages of this agreement.

Signed: _____

Dated: _____

Witness: _____
California Flight Center, Inc. Representative

Dated: _____