

Aircraft Rental Agreement

No.:

Page 1 of 3

This agreement made and entered this _____ day of _____, _____, by and between Orange County Flight Center, Inc., (hereinafter referred to as "OCFC") located at 19531 Campus Drive, #4, Santa Ana, CA 92707

AND

Full Name of Renter: _____, residing at _____, (hereafter referred to as "Renter")

1. WHEREAS "OCFC" is the owner, operator or manager of certain aircraft which are to be used for training and rental purposes; and
2. WHEREAS "Renter" seeks to rent an aircraft from "OCFC"; and
3. WHEREAS "OCFC" is willing to rent an aircraft to the "Renter"; and
4. WHEREAS "OCFC" will only rent an aircraft to renter under the terms and conditions enumerated hereinbelow.
5. NOW THEREFORE in consideration of the mutual promises and covenants contained herein, it is agreed by and between the parties hereto to be bound by the following terms and conditions.

CHECKOUT AND SCHEDULING:

6. The renter shall only reserve an aircraft in which they are certified to fly and after having completed a checkout flight with an approved "OCFC" certified flight instructor for that make and model.
7. In addition to a checkout flight, the renter shall have completed the appropriate aircraft familiarization packet for each make/model they wish to operate. This packet is to be reviewed by "OCFC" certified flight instructor prior to any solo operation of the aircraft.
8. The renter should remain current as per FAR 91 currency requirements to be eligible to continue renting at "OCFC".
9. The renter shall keep current documentation on file with "OCFC" at all times. Required documentation include a valid medical certificate, flight review log entry, photo identification, TSA verification items, renter's insurance and pilot's or student pilot's certificate will be reviewed. If any documents are not provided or are found to be invalid, the flight will not be dispatched.
10. Scheduling shall only be made for the proposed flight.
11. If a renter is more than 15 minutes late to pick up an aircraft after a pre-scheduled reservation, then "OCFC" shall have the option to rent the aircraft to a third party without any claim of right to use the aircraft by the renter. Additional charges may incur under such circumstances pursuant to the provisions contained hereinbelow.
12. The renter shall maintain and leave an itinerary of flight plan with "OCFC" prior to departure and notify "OCFC" in the event of any departure from said scheduled itinerary.
13. A full day (8 hours or more) or overnight schedules will have the following billable minimums: Weekdays: 4hrs and weekends: 6 hours per each day/night. Weekend hours commence on Friday's at 6:00 p.m. and end on Monday's at 12:00 noon.

FLIGHT OPERATIONS/LIMITATIONS:

14. The renter shall follow all applicable Federal Aviation Administration (hereinafter also referred to as "FAA") regulations at all times.
15. The renter shall operate the aircraft within limits of the Aircraft Pilot Operators handbook at all times as well as any additional "OCFC" safety practices and procedures.
16. The renter shall use the aircraft for personal, non-commercial purposes and will not engage in any commercial operation of the aircraft of any kind.
17. The renter shall be responsible for verifying Tach times against provided maintenance tracking sheet to ensure that there is sufficient time before the next scheduled inspection.
18. The renter shall review the squawk sheet to ensure that there is/are no open squawk/s or if there is any pertinent information being listed regarding the aircraft.
19. The renter shall not operate the aircraft, if the renter has consumed any alcoholic beverages or drug prohibited by the FAA, whether prescription, over the counter, legal or illegal within eight hours prior to or during the operation of the aircraft or if having not consumed any of the foregoing substances within twenty-four hours prior to operation of the aircraft if the renter's ability is nonetheless diminished or hampered in any manner by the consumption of any such substances at any time.
20. The renter shall not land the aircraft on runways that are turf, sod grass or in poor condition, shorter than two thousand feet, areas that are enclosed, abandoned or not designated as a FAA approved airport except in case of an emergency.
21. The renter shall utilize "OCFC" checklist for operation and procedure.
22. The renter shall not engage in formation flight at any time.
23. The renter shall not operate the aircraft in known icing conditions.
24. The renter shall fly within the limits of renter's pilot certificates and ratings and shall not engage in flights for which the renter is not qualified.
25. The renter shall not fly within 30 nautical miles of any thunderstorm or any cumulus cloud that may turn into a thunderstorm.
26. The renter is strictly prohibited from simulated emergency practice over water flights beyond gliding distance from land.
27. The renter agrees not to employ flight instructors to train, test or assist the renter in the aircraft other than those employed and/or approved by OCFC.
28. The renter shall obtain additional flight proficiency check at their cost and expenses if and when the renter has not flown for 90 days with OCFC or is out of currency.
29. The renter shall not take passengers in the aircraft unless the renter is qualified to do so and has made requisite number of takeoffs and landings and has met all other qualifications necessary to do so in accordance with and consistent with the FAA rules and regulations.
30. The renter shall not engage in night flight operations unless the renter has met all of the necessary FAA prerequisites to do so in accordance with and consistent with the FAA rules and regulations.
31. The renter shall not operate under Instrument flight rules unless the renter holds an instrument rating.
32. Renter shall not intentionally spin an aircraft. Spinning is strictly prohibited.

SURFACE OPERATIONS/LIMITATIONS:

33. The renter shall perform preflight inspection of the aircraft, prior to each flight in accordance with the "OCFC" provided checklist.
34. The renter shall ascertain that the propeller and taxi area are clear of all loose material such as chocks, tow bar and other materials.
35. The renter shall operate the aircraft in accordance with the appropriate "OCFC" or manufacturer checklist and established procedures subject to the following:
 - a. In order to minimize wear and tear on the engine RPM should be maintained at 1,000 RPM until run-up unless otherwise specified by the manufacturer.
 - b. Taxing: Renter shall exercise extreme caution when operating in congested areas around tie-downs, hangers and ramps.
 - c. Stop the aircraft while it is perpendicular to the parking space and push the aircraft backward into its parking spot.
 - d. Pushing down on the aircraft's horizontal stabilizer or empennage is prohibited. The pilot shall use a tow-bar located in the aircraft for pulling/pushing the aircraft into its parking space.
 - e. Pushing the aircraft using the propeller or spinner is prohibited.
 - f. Upon securing the aircraft the renter shall ensure that the ignition is in the off position, master switches are off, beacon switch is in the on position, aircraft doors and baggage doors are locked and the aircraft is properly tied down.
36. The renter shall ensure that the aircraft is properly shut down and secured at SNA or at a distant airport. Tie-downs/chocks and gust locks should always be deployed when available.

Initial _____

Training To Live By.



Aircraft Rental Agreement

No.:

Page 2 of 3

AREA OF OPERATION:

37. The renter is to remain within the continental U.S. at all times and any operation outside the United States including Mexico and Canada is prohibited and will require special written consent and approval from "OCFC".

RENTER'S MAINTENANCE OF THE RENTED AIRCRAFT AND EMERGENCIES:

38. The renter shall keep the aircraft neat and clean, well secured when not attended to by the renter.
39. The renter shall comply with all placards and notices in the aircraft.
40. The renter shall report any maintenance discrepancies including condition of tires to "OCFC" prior to use of the aircraft and shall immediately upon identifying the said maintenance discrepancies report in writing on squawk sheets and verbally in person or via phone to "OCFC" dispatch or administration or a message left on "OCFC" administrator's voice mail.
41. The renter shall immediately contact "OCFC" at (949)756-1300 or Fred Holstien the maintenance manager at _____, after the renter is in a safe location in the event of an emergency.
42. The renter shall contact "OCFC" at (949)756-1300 for any maintenance related, unplanned landings to determine an appropriate course of action. Aircraft grounded at distant airports for maintenance reasons will only be dispatched after approval by the Chief Flight Instructor, Maintenance manager at OCFC
43. The renter shall obtain an approval in advance from "OCFC" for any emergency repairs to be performed by the renter during the term of this agreement.

CHARGES/PAYMENTS:

44. The renter shall pay the current posted rental fee based upon the time recorded on the aircraft's Hobbs meter time.
45. The renter shall pay instructor fees based upon the aircraft's Hobbs meter time plus ground instruction time.
46. All Hobbs meters are read to the next higher tenth of an hour. at "OCFC". If the Hobbs meter is not in working order, the charge will be based upon 1.3 times the time shown on the tachometer of the aircraft.
47. The renter shall pay all charges incurred at the time of service.
48. The renter shall pay all landing, parking or other charges incurred at other airports.
49. The renter shall return the aircraft to John Wayne Airport, Santa Ana, California or be responsible for any and all expenses incurred in connection with the returning of the aircraft to John Wayne airport.
50. The renter shall have a right to cancel a scheduled event within a minimum of twenty-four-hour notice, failing which, in the event of a cancellation the renter will be charged fees representing one-half of the aircraft time booked and all instructor time booked by the renter.
51. The renter shall at all times maintain a valid credit card on file with "OCFC" which shall be charged for rental charges and any other services rendered to the renter.
52. The renter agrees and shall be responsible for all inadvertent or negligent conduct such as: tire damage, missing pre-flight materials, missing POH or POH pages, master switch left on, Lost/missing keys, airplane not secured, doors left unlocked, airplane cover/sunshade missing, trash and spilled food or drinks, and will be charged fees as follows:

ITEM/FEE/FINE

Tire damage that requires replacement \$450.00
Missing pre-flight materials Cost of replacement
Missing Checklist \$10.00
Master switch left on \$150.00
Lost/Missing Keys \$75.00
Airplane not secured \$75.00
Airplane Cover/Sunshade not replaced \$75.00
Airplane interior: Trash, spilled food/drinks \$75.00
Missing POH Pages \$25.00
Missing POH \$150.00

53. The renter shall not permit liens to be placed upon the aircraft without "OCFC's" written consent and agrees to pay any and all cost and charges related to such liens.
54. The renter shall not under any circumstances allow any other person to operate the aircraft other than the renter who has executed this agreement or the current OCFC's instructor conducting flight training.
55. Non-student aircraft renters agree that all monies placed on account for aircraft rental, simulator rental, or instruction must be flown off. There will be no cash refunds. Under extenuating circumstances and for good cause refunds will be made in full upon a written application, Any monies left on account for over two years without flight or rental activity and that remains unclaimed shall be forfeited.

STUDENT PILOTS:

56. If the renter is a student pilot, in addition to the covenants contained in this Aircraft Rental Agreement the student renter covenants and agrees as follows:
a. The renter must be approved by "OCFC" certified flight instructor to conduct solo flights;
b. The renter is prohibited from any special VFR procedures.
c. Visibility must be no less than three miles and ceilings must be no less than One thousand three hundred and fifty feet to fly the aircraft in a traffic pattern at John Wayne Airport.
d. The renter is limited to reported wind speed of no more than 12 KTS with no gust.
e. To fly beyond the traffic pattern of John Wayne Airport, visibility must be no less than five miles and ceilings must be no less than two thousand feet above cruising altitude.
f. To fly cross country, a flight plan must be filed with "OCFC" and also with Flight Service Station; visibility must be no less than five miles at all points along the proposed route of flight, and ceilings must be no less than two thousand feet above cruising altitude.
g. Renter agrees that all monies placed on a pay as you go program and account under Rate Sheet option "A" as attached for aircraft rental, simulator rental, or instruction must be flown off or a refund of balance on account must be claimed in writing within two years from the date of deposit. There will be no cash refunds. Any monies left on account for over two years without instruction, flight or rental activity and that remains unclaimed during that period shall be forfeited.
h. Student renters participating in any program completion block rate discounts or discounted plan/program in anticipation of program completion must complete their flight training program and will not be eligible for any refund of fees under any circumstances.
i. Students whose flight training at "OCFC" has been financed by financing institutions/companies, and are paying full fees under rate sheet "F" as attached for aircraft rental and instruction, are eligible for full refund of unused funds paid for their training by such financing institutions/companies. Upon an application by the student all such refund will be issued directly to financing institutions/companies. There are no time restrictions for claims of refund by student and/or their financing entities.

Initial _____

Training To Live By.



Aircraft Rental Agreement

No.:

Page 3 of 3

FUEL:

57. Subject to clause 62 below, any oil purchased for the aircraft by the renter shall be credited against the charges set forth in this agreement provided that accurate receipts for such expenditures are presented to "OCFC" by the renter immediately upon return of the aircraft.

58. If fuel is required off SNA operations, the renter is responsible for fueling operations. The renter shall purchase fuel at their own expense and will be credited against the rental up or current OCFC fuel prices. Proper receipt must be provided to dispatch at "OCFC" stating quantity of gallons and price per gallon.

59. "OCFC" shall rent aircraft at wet rate and renter is responsible for checking fuel levels prior to each flight. If additional fuel is required, the renter shall contact "OCFC" dispatch or text ACI for fuel services at (949)344-2450.

60. "OCFC" cannot make and shall not make any guarantee for specific fuel level requests under full, but will make their best effort to do so.

INSURANCE:

61. "OCFC" represents that it is insured for liability and hull damage with a deductible of \$1,000.00 for damages occurring to its fixed gear aircraft. Renter acknowledges that he/she may not be covered by any OCFC's insurance policy for renter's use of the aircraft and as such accepts such risk.

62. The renter agrees to maintain a renter's insurance policy that will remain in full force and effect while renting any aircraft rented by the renter from "OCFC" with a minimum of \$ 75,000 hull coverage. Liability: \$250,000 each occurrence, \$25,000 max each passenger; Medical Expense: \$3,000/passenger including crew and Physical damage: \$10,000.00 is required.

63. The renter shall be responsible for payment of any deductible or any part thereof for any damages incurred while the renter is renting the aircraft.

64. The renter shall at all times indemnify "OCFC" for any uninsured loss whatsoever for which "OCFC" its successors, assigns and principal may be liable arising from the renter's rental of the aircraft without regard to any reason that the loss may be uninsured.

65. In the event that the aircraft is operated in violation of this agreement or the rules and regulations of "OCFC" or any FAA rules and regulations, the renter shall be liable for any and all damages to any and all aircraft, and any and all persons, and any and all property damaged as a result of renter's actions, inactions, acts or omissions, or failure to act which may have resulted in the damages incurred or for which "OCFC" is being held liable.

WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION:

Renter expressly agrees on his/her own behalf and on behalf of his/her heirs, representatives, survivors and assigns, to waive, release, hold harmless, and indemnify "OCFC" and its agents, directors, officers, employees and assigns from any and all liability for any and all claims of any kind or nature whatsoever including subrogation and claims made by minors or third parties that may arise out of or relate in any way to renter's use of the aircraft during the rental period. This includes, without limitation, any and all claims of any kind or nature including subrogation and claims made by minors or third parties for property damage, bodily injury or death including claims based solely or partially on the negligence or other fault of "OCFC" or its agents, directors, officers, employees and assigns.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:

Renter expressly assumes all responsibility for and waive and release "OCFC" and its agents, directors, officers, employees, and assigns from any claims of any kind or nature whatsoever including subrogation and claims made by minors or third parties that may arise out of or relate in any way to renter's use of the aircraft during the rental period. Renter expressly agrees that renter's participation in flight activity is purely voluntary and assumes all responsibility and related risks.

CHOICE OF LAW:

This agreement is entered into and shall be construed under the laws of the State of California unless preempted by applicable federal law.

VENUE:

All disputed arising under this agreement shall be adjudicated in a court of competent jurisdiction located in Orange County, California.

TERM OF AGREEMENT:

The term of this agreement shall be indefinite. Nothing contained herein however shall prevent "OCFC" from unilaterally terminating this agreement with or without notice to the renter.

NOTICE:

Notice under this agreement shall be in writing and mailed by certified mail at the address of the party contained in this agreement to the party to receive the notice or be hand delivered.

WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS:

Should a judicial intervention become necessary to resolve any dispute arising out of or under the terms of this agreement, the renter agrees to waive the right to a trial by jury.

The renter agrees not to assert any counterclaim in any action brought by "OCFC" to enforce the terms of the agreement.

ATTORNEY FEES AND COST:

Renter agrees that in the event "OCFC" is required to undertake any action, through a lawsuit, arbitration, or otherwise to recover possession of the aircraft or to enforce any of the terms or conditions of this agreement or to collect any sum of money, damages, or costs from the renter under this agreement, the renter shall pay all costs and reasonable attorney fees incurred by "OCFC".

ENTIRE AGREEMENT:

This 11-page agreement plus three-page attachment (total 14 pages) sets forth the entire understanding by and between the parties hereto and shall not be modified except in writing. Flight Students and Aircraft Renter agrees that this agreement supersedes and or replaces all previous agreements, discussions, or understandings whether or not oral or written between the parties hereto.

AGREED AND ACCEPTED:

Renter's Name _____ Date: _____
Renter's Signature _____

Signature of Parent (Parent/Guardian must sign for minors) _____

Pilot Certificate No. If any _____ Address _____

Approved and accepted by: _____

Signature _____ Date: _____

BY: _____
For Orange County Flight Center, Inc.

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