



AIRCRAFT RENTAL AGREEMENT

NAME: _____ DATE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ (Home) _____
(Cell/Work)

PILOT CERTIFICATE NUMBER: _____

BY SIGNING, THE RENTER PILOT UNDERSTANDS AND AGREES TO COMPLY WITH THE FOLLOWING:

I. RENTAL TERMS

1. I agree to pay the posted and prevailing rental rates for the aircraft being rented, including any fuel surcharges or other operating charge(s), which may be assessed at any time including, but not limited to tie-down and hangar fees, landing fees incurred while the aircraft is in my care, custody or control. Flex Air will pay all fuel and oil bills incurred for said aircraft directly via equivalent rental deduction Flex Air will reimburse fuel up to our current posted price. All prices are subject to change at Flex Air sole discretion. 2. I agree to pay for the use of the aircraft after each flight unless I have block time previously paid to Flex Air.
3. I will return the aircraft to Flex Air at the scheduled date and time to avoid inconvenience to other renters. In the event of a weather-related delay, I will notify Flex Air as soon as possible of my intentions.
4. In the event the aircraft must be left at another airport due to weather or mechanical delay, it will be my responsibility to coordinate arrangements with Air Associates prior to returning the aircraft to Johnson County Executive. The cost to reposition the aircraft will be charged to the renter.
5. I agree to pay the daily minimum for aircraft rentals as published at Flex Air.
6. I will observe all Federal, State, and local air safety regulations.
7. I will possess valid pilot and medical certificates for each flight conducted and meet all Federal Air Regulations concerning currency.
8. I will comply with posted rules required of flight time in various makes and models of aircraft.
9. I will not carry passengers unless I have at least 3 takeoff and landings in the past 90 days in the category and class/type of aircraft being rented (FAR 61-57).
10. I will use the rented aircraft only for personal business or pleasure and will not conduct commercial operations. I understand that flight instruction may **only** be given by instructors authorized by Flex Air. Instruction by non-authorized instructors will void insurance provided by Flex Air.
11. I will permit no other person to fly the rented aircraft.
12. I agree to take at least one period of flight proficiency instruction from Flex Air at least once every 12 months starting with my initial check-out for renting Flex Air aircraft.
13. I agree to complete the Aircraft Sign-out and Itinerary Sheet each time I rent out an Flex Air aircraft. By signing out the aircraft, I agree to the terms in this agreement as well as those listed on the Aircraft Sign-out and Itinerary Sheet.
14. **CANCELLATIONS:** Flex Air works diligently to keep our aircraft rental rates as low as possible for our customers. An important part of that effort is maximizing aircraft utilization. Aircraft which are scheduled with no intent or firm plans to complete the flight, or rentals which are cancelled without giving us and others who may want to rent the aircraft adequate notification, negatively impact aircraft utilization, and drive costs up as well as deny other customers the opportunity to use the aircraft. We never want to adopt or maintain a policy which may result in a flight being conducted in unsafe conditions; however, cancellations not related to weather or aircraft availability may, at the sole discretion of Flex Air, be subject to the following cancellation charge:

**We Call this our 3 Strike Policy:
(No Call/No show or less than 24 hours' notice)**

- **Strike 1: First occurrence = \$50 fee for scheduled aircraft and \$25 instructor fee.
(No call/no show or less than 24 hours' notice)**
- **Strike 2: Second Occurrence = \$100 fee plus the amount of instructor time reserved.
(No call/No show or less than 24 hours' notice)**
- **Strike 3: Third Occurrence = Customer will be charged full rate of time reserved for the aircraft and instructor.
(No call/no show or less than 24 hours' notice)**

Late Arrivals – You are considered late if you have not arrived within 15 minutes of your reservation start time. After this 15 minute period your reservation may be cancelled and the aircraft dispatched to another customer wishing to rent the aircraft and you will be charged the cancellation fees in accordance with our cancellation policy. This 15 minute window allows you adequate time for preflight. If you anticipate a late arrival, you are encouraged to notify the office as soon as possible for schedule adjustment.

Weather – Conditions that require you to reasonably cancel a reservation or return an aircraft late will be reviewed on an individual basis. Dual flights of this nature are at the discretion of the instructor. If scheduled for a dual flight you are expected to arrive at the designated time unless otherwise notified. Please call when weather conditions are an issue. Ground briefings may be accomplished during this time. At later stages of the flight training, less than perfect flight conditions are an important part of pilot training and experience.

We understand that sometimes events occur that prevent you from calling or cancelling in advance. Waiver of any cancellation or no-show fee will be at the discretion of management. Cancellations must be made via our online scheduling system; the time stamp of which will be used as the recorded official cancellation time.

Flex Air reserves the right to reschedule and rent out previously reserved aircraft if the previously reserved aircraft has not been checked out, and the customer has not notified Flex Air of being late within 15 minutes of the scheduled reserved time. If Flex Air does reschedule the aircraft, no cancellation fee will apply.

15. **PAYMENT TERMS:** Renter agrees to pay all rentals upon the completion of the flight either by account credit, check or credit card. A \$35.00 fee will be assessed on all returned checks. Renter agrees to maintain a valid credit card number on file.
16. **Card on File:** Renter agrees to maintain a valid credit card number on file. Renter authorizes Flex Air, at its sole discretion, to charge this card for unpaid flight time or other expenses incurred. Renter acknowledges that he/she will not be able to check out an aircraft without a card on file.

II. PRE-FLIGHT OPERATIONS

1. I will schedule all flights through the scheduling desk. All rental/flights must be signed in and out through the scheduling desk. I will enter the Hobbs meter and Tach times for the start and end of each flight on the flight record sheet provided for each aircraft.
2. I will complete a flight risk analysis test before renting an aircraft. At that moment in time it will be turned into the front desk before I checkout an aircraft.
3. I will fly only during hours of daylight and in VFR weather. Night flights and flight in Instrument Meteorological Conditions (IMC) must be authorized on the Renter/Student Information form by an authorized Flex Air Flight Instructor.
3. I will obtain up-to-date weather reports and forecasts immediately prior to departure and will not fly when ceilings are forecast to be less than 1,000 feet and/or visibility below five (5) miles, unless authorized as described in paragraph 2, and operating with an IFR Flight Plan.
4. I will notify Flex Air of the destination(s) of the aircraft and will not land on airports of 2,000 feet or less without prior approval by a Flex Air approved Flight Instructor.
5. I will inspect and make a ground check of the aircraft, its equipment, and accessories before takeoff and will not accept the rented aircraft until I am satisfied with its airworthiness (including required inspections) and the proper functioning of equipment and accessories (per airplane's owner manual).
6. I will check all three (3) tires for worn spots, i.e., cord showing (by moving the plane so the tires make one

complete rotation) and to make sure no bird nests are in the cowling.

III. FLIGHT OPERATIONS

1. I will observe all Federal, State and local air safety regulations. I will not taxi on non-approved areas at Johnson County Executive Airport or operate the aircraft on grass runways.
2. I will not taxi or takeoff in Flex Air Rental Aircraft when the surface winds or gusts are given or forecast to be 30 knots or more, or with a crosswind component greater than 15 knots.
3. I will land only at FAA designated airports, except in case of an emergency. I will use current navigation charts and check the Aircraft Facility Directory for all information regarding airports of intended landings.
4. I will fly at least 1,000 feet above the ground (2,000 feet over populated areas), except for takeoff and landings.
5. I will document any inoperative components or problems that could compromise safety in the Squawk book when the aircraft is returned to Air Associates.

IV. AIRCRAFT DAMAGE AND REPAIR

1. I will report all accidents or incidents, major or minor, to Flex Air as soon as possible, including names and addresses of witnesses and involved parties (including passengers). In the event of an accident, I will not move the aircraft until specifically authorized by Flex Air and, if required, the FAA.
2. In the event of an equipment malfunction, I will not tamper with, modify or attempt to repair any components on the aircraft, but will contact Flex Air for instructions on what should be done.

V. AIRCRAFT INSURANCE

1. I understand Flex Air insurance carrier provides aircraft liability limits. If I am a student pilot, I must be under the direct supervision of a Flex Air Flight Instructor and comply with logbook endorsements and specified limitations for each flight. I understand the aircraft hull damage deductible is posted on the Aircraft Sign-out and Itinerary form, which I, as the renter pilot, shall fill out and sign prior to flight.
 - a. This deductible may be waived if I, as the renter pilot, pay a \$3.00 per hour fee (over and above the regular rental rate) with a maximum charge of \$9.00 per day per rental. I must circle the word "YES" under the column 'Pay \$3/Hour to Waive Insurance Deductibles' on the Aircraft Sign-out and Itinerary form. If nothing is circled in that column, it is assumed that I will pay the fee.
 - b. If I chose not to pay the deductible coverage fee by circling "DECLINE", it is assumed that I either have Renters Insurance or chose to take the risk and pay any deductibles as described below.
 - c. I will not be required to pay this fee when an authorized instructor is on board and acting as the Pilot in Command (PIC). When I am flying Solo during this training I shall cover the hull damage deductible per paragraph 1a. Or 1.b. above.
2. I understand that, in the case of damage to the airplane while I have it rented and have not committed to pay the hourly fee or have personal insurance; I will pay the insurance deductibles in place at the time the damage occurs. The amount of the current deductible will be posted on the Aircraft Sign-out and Itinerary. In no case, however, will failure by Flex Air to change the amount posted on the Aircraft Sign-out and Itinerary, relieve me of my responsibility towards the current deductible.
3. I further understand, in case of my negligence or recklessness, that Flex Air and/or its insurance carrier may make claim against me for damage to the aircraft that exceeds the aforementioned deductibles.

VI. AGREEMENT EXPIRATION AND MISCELLANEOUS

1. I understand that this agreement may be withdrawn at any time, and automatically renews for a 1 year period unless terminated by either party with a 30-day written notice.
2. I agree that Flex Air, in its sole discretion can modify and amend this agreement at any time. I also agree that modifications and amendments to this agreement will be made known to me, and considered in effect upon receipt of the notice through emails sent via Flex Air then current aircraft scheduling system.
3. Collections expenses. If this Agreement is given to an attorney, or collection agency, for collection or enforcement, or if a suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceedings, then Renter shall pay Flex Air all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.

I HAVE READ AND RECEIVED A COPY OF THIS RENTAL AGREEMENT

Signature: _____ Date: _____

*Parent Signature: _____ Date: _____

**(Required-If under 18 years of age)*

***Flex Air Employee witness Signature: _____ Date: _____