

## Aircraft Rental Agreement

1. In consideration of rental by Santa Cruz Pilot lessor of aircraft for flight time, Lessee agrees that each flight made on or after the date this is signed, where Lessee is either student or pilot in command, will be bound by the following terms and conditions. Lessee will:

a. Prior to each flight, make preflight inspections of aircraft, equipment and accessories, and will not depart unless satisfied regarding airworthiness and functional operation.

b. Use the aircraft only for the purpose specified at time of rental and will in no event use it for transport of cargo or persons for hire.

c. Not allow other persons to act as pilot in command, except during training flights with Santa Cruz Pilot flight instructors.

d. Comply with all Federal, State, and local air traffic safety regulations, as applicable.

e. Ensure that copies of current medical certificate, pilot certificate and ratings, and flight review are on file with Santa Cruz Pilot.

f. Upon request, submit pilot logbook to Santa Cruz Pilot. for flight experience prior to aircraft dispatch.

g. Obtain weather forecasts and reports and check for temporary flight restrictions immediately before each flight, and will not fly when weather conditions are below the rated abilities of Lessee or when such conditions are forecast.

h. Use only those landing fields designated on a current aeronautical chart as airports with hard surface runways, except in an emergency or with pre approval of Santa Cruz Pilot.

i. Be responsible for proper servicing and security of aircraft at destinations other than home base.

j. Return aircraft at scheduled time, weather permitting.

k. Ensure the Hobbs/tach card is properly filled out and turned in (see item 7)

l. Not have repairs made to any part of the aircraft or its equipment without specific authorization from Santa Cruz Pilot. Lessee will telephone Lessor collect for repair instructions/ authorization in the event of a malfunction of any part of the airplane or accessories. In the event of required mechanical repairs where the estimated down-time exceeds 24 hours, the pilot in command has the option of:

1. Returning by other means at his own expense, in which case expenses incurred in bringing the aircraft home will be borne by Santa Cruz Pilot, or

2. Remaining with the aircraft at his own expense until repairs have been completed enabling completion of flight plan and return to home base.

m. Report all accidents at once to Santa Cruz Pilot, and will furnish names and addresses of witnesses and all involved parties, and will not move the aircraft unless authorized to do so by Santa Cruz Pilot.

n. Not smoke, eat or drink in aircraft.

2. Lessee agrees to pay for all costs involved, including ferry time and/or other aircraft and pilot time when required, in the repair of aircraft damaged during the period Lessee is responsible, as defined in paragraph 11, below. The Lessee agrees to be responsible for all damage to the aircraft as a result of his or her negligence.

3. Lessee agrees not to permit liens to be placed upon the aircraft without Lessor's written consent, and agrees to pay all charges incurred in connection with the use of said airplane during the term of rental.
4. Lessee agrees that in the event suit is instituted by Lessor to recover possession of the aircraft or to enforce any of the terms, covenants, and conditions, hereof or to collect any sum or sums of money, damages or costs from Lessee under this contract, or any sum or sums of money, for the use or rental of aircraft by lessee, (Lessee agrees) to pay all costs and reasonable attorney's fees incurred by Lessor in such suit or fault.
5. Lessee agrees that if aircraft is to be kept longer than originally planned for any reason or the original destination is not reached, Lessee shall notify Santa Cruz Pilot immediately at his/her own expense.
6. Lessee agrees to pay any and all tie down/ hangar fees incident to flight away from home base.
7. Lessee agrees to record flight time from engine start to shutdown.
8. Lessee agrees to deposit a prepayment of the minimum flight time required and have an open credit card on file for extended cross country flights.
9. Lessee agrees to the following conditions regarding rental reservations and scheduling:
  - a. All flying time will be scheduled in advance by placing reservations with Santa Cruz Pilot through the reservation scheduling system. NO FLIGHTS TO MEXICO.
  - b. Reservations should be made and held for the minimum desired time required to accomplish the flight, and renters should cancel unused time promptly.
  - c. Aircraft reservations will be held for thirty minutes after scheduled time. If not used or extended, they will be regarded as automatically relinquished and will be available for rescheduling and dispatch to another pilot.
  - d. A charge of fifty percent of the posted aircraft rate may be made for Aircraft reserved if the flight is not made and the reservations are not cancelled 24 hours in advance. Exception are postponement or cancellation due to weather.
  - e. Aircraft will not be scheduled, except for instructional purposes, unless Santa Cruz Pilot records indicated the renter is thoroughly checked out in type and meets the pilot-in-command requirements established by Santa Cruz Pilot.
10. Lessee agrees that renter's responsibilities commence at the time of dispatch and terminate when the aircraft is properly tied down and the key(s) and hobbs/tach card have been returned to the company office.
11. Lessee agrees to pay the fees and charges to Santa Cruz Pilot for the following:
  - a. Aircraft rental
    - b. Instruction
    - c. Failure to cancel aircraft, simulator, or instruction reservations within specified time
    - d. Lost keys or books
    - e. Fees for:
      1. Master switch left on (applicable shop charges)
      2. Dead battery due to avionics use while engine is not operating

3. Damage incurred due to improperly secured aircraft
4. Failure to return keys and/or Hobbs card
5. Insurance deductible - \$250.00 not in motion/ \$2500.00 in motion
6. Damaged or lost headset

12. Notwithstanding anything contained herein to the contrary, Lessor shall in no way be liable for any damage of any kind or nature for personal property to Lessee, his agents, employees, guests, or otherwise.

13. Lessee agrees that in the event the aircraft must be abandoned away from home base for reasons other than repairs (refer to paragraph 1) lessee will be totally responsible for charges and fees incurred in returning the aircraft to Santa Cruz Pilot at home base.

14. Lessor reserves the right to cancel this agreement at any time with no prior notice to Lessee.

15. Lessor will credit Lessee's account for fuel and oil purchases and authorized repair purchases (refer to paragraph 1) made while renting aircraft, provided receipts are submitted at the time the Hobbs/tach card and keys are returned to the office. a. Fuel/Oil credits will be issued at the fuel/oil rate in effect at the Watsonville Airport.

16. Santa Cruz Pilot requires that all students and rental pilots obtain insurance coverage. Our policy does not allow for loss of revenue or diminution of value due to a loss as a result of pilot error.

17. Lessee agrees that monies placed on account for aircraft rental, simulator rental, or instruction will be flown off. No Cash refunds. Any monies left on account for over 2 years without activity will be considered forfeited.

IN WITNESS HEREOF, the parties have executed this Aircraft Rental Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSEE: (print full name \_\_\_\_\_)

(signature) \_\_\_\_\_

Lessee address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By: \_\_\_\_\_ Santa Cruz Pilot.