

## Pilot and/or Student Information

FULL NAME (FIRST MIDDLE LAST): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PRIMARY PHONE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DRIVERS LICENSE or ID NUMBER: \_\_\_\_\_ STATE ISSUED: \_\_\_\_\_

UNITED STATES CITIZEN:  YES  NO DATE OF BIRTH: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

\*Please provide Painted Rock Aviation with copies of identification cards.

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### FLIGHT EXPERIENCE

CERTIFICATES AND RATINGS HELD:

 STUDENT  PRIVATE  COMMERCIAL  ATP CFI  CFII  MEI  \_\_\_\_\_

CERTIFICATES NUMBER: \_\_\_\_\_ LAST FLIGHT REVIEW DATE: \_\_\_\_\_

LAST IPC (IF APPLICABLE) \*: \_\_\_\_\_

LAST MEDICAL CERTIFICATE (DATE): \_\_\_\_\_ CLASS: \_\_\_\_\_

TOTAL TIME:	ASEL:
AMEL:	INSTRUMENT:
COMPLEX AIRPLANE:	HIGH PERFORMANCE:
PREVIOUS 90 DAYS:	PREVIOUS 12 MONTHS:

\*Please provide Painted Rock Aviation with copies of all certifications.

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### CREDIT CARD

FULL NAME (AS IT APPEARS ON CARD): \_\_\_\_\_

CREDIT CARD #: \_\_\_\_\_ EXP: \_\_\_\_/\_\_\_\_ SECURITY CODE: \_\_\_\_\_

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize Painted Rock Aviation to charge my credit card for any services rendered by Painted Rock Aviation in the form of flight training, fuel, Pilot supplies, or anything other expense pertaining to the flight or to flight training expenses. I understand that this authorization will continue until revoked by myself in a written notice delivered to Painted Rock Aviation.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Initials: \_\_\_\_\_



## AIRCRAFT RENTAL AGREEMENT

The Pilot and/or Student Information form, the Aircraft Rental Agreement, and the Covenant Not to Sue, Assumption of Risk, and Release of Liability Agreement are collectively referred to herein as the AGREEMENT ("AGREEMENT"). The AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Painted Rock Aviation (referred to herein as "PRA") whose address is 4562 E. Mallory Circle #118, Mesa, AZ 85215, and \_\_\_\_\_ Student Pilot, Private Pilot, Commercial Pilot, Flight Instructor, ATP, and/or Renter (referred to herein as "Pilot") whose address is \_\_\_\_\_.

This AGREEMENT provides information to all individuals renting aircraft from PRA and governs the rental of aircraft and rendering of other services by PRA to Pilot. In consideration of the mutual covenants contained herein and other valuable consideration, the PRA and Pilot hereby agree as follows:

**I. Payment.** Payment is due when services are rendered, or by the end of each week, depending on customer accounting. PRA accepts all forms of payment (cash, check, Venmo, Zelle, Quickbooks, etc.) All checks returned for "insufficient funds" will incur a service charge in the amount of \$35.00 per check in addition to the cost of services rendered.

- a. **Unpaid Rental/No Show Fees/Other Balances.** The pilot authorizes PRA to charge unpaid rental, no show fees (\$50), and other balances listed in this agreement.
- b. **Cirrus Club Members.** Cirrus Club memberships of \$200 will be billed at the 1<sup>st</sup> of the month or prorated is purchased after the first of the month. Memberships are month to month and must be canceled within **5 days** of the beginning of the next month to keep the recurring charge to be run.

**II. Insurance.** Current information regarding our insurance may be obtained through Kurt Campbell of PRA.

- a. **Aircraft.** In order to meet our insurance obligations, aircraft will require an operational check out. Check outs must be conducted by approved PRA instructors or designees.
- b. **Damage.** The Pilot agrees to pay for any damage to the aircraft as a result of Pilot's use of the aircraft. It is the Pilot's sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment, which is being rented to the Pilot.

PRA's insurance policy covers Painted Rock Aviation for damage to an aircraft while it is being rented, The insurance company will then seek reimbursement from the Pilot in the event of damage to an aircraft.

The Pilot may also be responsible for any liability to other persons, and any costs, damages, losses, including loss of use and attorney fees arising in connection with use of an aircraft.

Renter's insurance coverage is STRONGLY RECOMMENDED.

**III. Flight Instruction.** ONLY approved PRA flight instructors or PRA Approved Instructors, are authorized to provide flight instruction in PRA aircraft. Fees and scheduling are handled by the individual instructors.

- a. **Outside Instruction.** Outside Instruction will be at the renter's own risk. Fees and scheduling issues incurred by Outside instructors are NOT the responsibility of PRA.

**IV. Hold Harmless.** The Pilot/Instructor hereby agrees to indemnify and hold PRA harmless against any liabilities, claims or damages which result from/or are in connection with Pilot's rental of an aircraft pursuant to this agreement; and the Pilot also agrees to be responsible for the payment of any damages caused to

Initials: \_\_\_\_\_

Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot's possession and use.

**V. Compliance and Regulations.** The Pilot hereby agrees to comply with all Federal Aviation Regulations at all times. The Pilot further agrees that the aircraft shall only be operated in accordance with all Federal, State, and Local laws and regulations.

**VI. Flight Procedures/Handling of Aircraft/Simulator.** Pilot agrees to comply with all procedures listed in the Flight Manual. A copy of the Flight Manual is kept in the aircraft to facilitate Pilot compliance.

- a. **Pre-Flight Briefing.** The Pilot will obtain a pre-flight briefing covering weather, NOTAMs, and TFRs from flight service or online services prior to each flight. Also perform a weight and balance.
- b. **Handling of Aircraft.** With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures. Any damage, un-airworthy conditions, or missing documents found during the pre-flight of the aircraft must be reported to PRA PRIOR TO FLIGHT. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. Any damage found must be reported to PRA immediately and prior to leaving the tie down/hangar. Any damage caused by the Pilot or during the Pilot's use of the aircraft, and not reported to PRA, will result in termination of flying privileges with PRA.
- c. **Aircraft/Simulator Flight Time.** The Pilot is responsible for checking the current Hobbs time, rounded up to the highest tenth, on the aircraft dispatch sheet AND by using the Flight Circle Check-in and Out procedures. Hobbs differences found prior to starting the aircraft must be immediately reported to PRA Staff for adjustment. Unreported difference are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, rounded up to the next highest tenth, the ending Hobbs time after shutting down the aircraft.
- d. **Master/Avionics Switches.** It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. If it becomes necessary to recharge and aircraft battery because of failure to comply with this rule, the Pilot may be charged a fee equal to one hour of shop labor, which is currently \$95.00.
- e. **Securing of Aircraft.** It is the Pilot's responsibility to secure the aircraft, by putting away inside the hangar after each flight, or by means provided by PRA (tie-down ropes, etc.). The Pilot may be charged a tie-down fee of \$50.00 for failure to comply with this rule.
- f. **Cleanliness.** It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged with a cleaning fee of \$50.00 for failure to comply with this rule.
- g. **Food/Drinks/Smoking in Aircraft.** Drinks are permitted. Food and smoking in the aircraft are strictly PROHIBITED. The Pilot may be charged with a cleaning fee of \$50.00 for failure to comply with this rule. Smoking on the ramp, in the hangar, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.
- h. **Pets.** Pets are permitted, but the Pilot will be subject to cleaning fee of \$50.00 if the aircraft interior is not left in a clean condition after flight.
- i. **Flight Plan and Flight Following.** PRA recommends that prior to any flight beyond 50 nautical miles, the Pilot should file a flight plan, which includes a flight following with the nearest approved center. All student pilots must file a flight plan for solo flights beyond 50 nautical

miles. Flight following is recommended for all flights outside the pattern – especially solo flights in practice areas.

- j. **Weight and Balance.** PRA recommends that prior to all flights, the Pilot should calculate the weight and balance of the aircraft.
- k. **Fees at Other Airports.** The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred en-route or at the Pilot's flight destination at the time they are incurred. If not settled at that time, the Pilot will be charged an additional \$25.00 processing fee for failure to comply with this rule.
- l. **Unpaved Airport Landings.** The Pilot is NOT ALLOWED to conduct any "unpaved airport landings." "Unpaved Airport Landings" include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.
- m. **Flight Currency with Painted Rock Aviation.** It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, PRA requires flight in each type aircraft within the past 90 days. Once a Pilot's PRA currency expires, the Pilot may be required to have a flight currency check ride with a PRA certified flight instructor. If a pilot has not made three takeoffs and landings with the last 90 days, they may not operate a PRA aircraft without a check ride from a PRA approved flight instructor.
- n. **Pilot License and Medical Certificate.** PRA requires the Pilot to maintain a copy of Pilot's current Pilot License and Medical Certificate on file with PRA. PRA also requires a copy of the Pilot's valid driver's license or passport for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or Valid Passport only) be provided to the instructor prior to any instruction which might result in certificate and/or additional rating.
- o. **Night Flights.** It is the Pilot's sole responsibility to comply with all FARs concerning night currency. Pilots who are not night current may not use PRA aircraft at night without a night checkout from a PRA approved flight instructor.
- p. **Overnight Rental.** The Pilot understands that all aircraft require a minimum of **4 (Four)** hours charge per day for overnight rental. VFR pilot rental flights are limited to 200 nm, one way, unless prior approval is received from a PRA staff member or PRA flight instructor.
  - a. For Example: If a pilot flies for 8.0 hours in 2 days/48 hours, no charge will be incurred.
  - b. If a pilot flies for 5.0 hours and had the plane 2 days/48 hours, 3 hours will be added.
  - c. In addition, If you have a concern of question of if an additional charge will be incurred, please reach out by text, phone call (480-330-5715), or e-mail for clarification or approval.
- q. **Operations.** The Pilot will only rent aircraft in which Pilot has received a check ride and for which the Pilot's records with PRA indicate such check ride. Pilots are encouraged to inspect their PRA records periodically. The Pilot will not conduct commercial operations, including flight training, unless flight training was approved by PRA, in a PRA aircraft. Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY, unless approved to fly right seat by a PRA approved flight instructor/designee. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is strictly PROHIBITED. Student Pilots in the solo phase of instruction must have a sign off in the log book from their instructor FOR EACH FLIGHT and observe all weather and wind limitations in the sign off. The Pilot will make all landings to a FULL STOP. Touch-and-Go landings are only permitted with approval by PRA instructor.
- r. **Aircraft Rental/Keys.** PRA reserves the right to rent any aircraft for which the Pilot is more than

- 15 minutes late for Pilot's scheduled time. The Pilot must provide 24 hours' notice of cancellation of a scheduled rental time. Pilot agrees to return the aircraft at a scheduled time. Late returns, which impact PRA rental operations or flight instruction, may result in additional charges of \$100 per 30 min late unless the next renter or PRA has approved of the late return. The Pilot will ensure that the aircraft key is kept with the aircraft. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.
- s. **Aircraft Malfunctions.** If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or un-airworthy for either continued flight or the planned operation (night, IFR, etc.), it will be the responsibility of PRA to provide an aircraft and pilot to return the Pilot and/or passengers to the Falcon Field Airport (KFFZ). PRA will not be responsible for incidental travel or other expenses incurred by the Pilot. The Pilot will be responsible for charges incurred prior to the malfunction.
  - t. **Adverse Weather.** It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the Falcon Field Airport (KFFZ), it is the Pilot's responsibility to remain with the aircraft until it is safe to return. PRA is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, PRA will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by PRA in returning the aircraft to Falcon Field Airport (KFFZ), in addition to the rental charges for the aircraft.
  - u. **Fuel.** All flights will start with fuel at the tabs plus 5 gallons on each side. and the Pilot is responsible to ensure the fuel is filled back up to the tabs. Failure to comply with this rule, a service fee of \$25.00 will apply.
  - v. **Scheduling.** Scheduling will be done thru [www.flightcircle.com](http://www.flightcircle.com). Scheduling will be allowed for 7 days out from the current date unless you have purchased the Cirrus Club Membership. The Cirrus Club will allow full booking access, at any time. The only restriction will be if you cancel your Club membership, you will only be allowed to book for the rest of the billing month, and then your account will revert to regular booking and all future bookings beyond that billing/paid for month will be canceled.

**VII. Maintenance.** Any maintenance related items that would interfere with the safety of a flight, and squawks found, must be immediately reported to PRA staff by email or phone (480-330-5715). Any maintenance related action required away from home base requires prior authorization from PRA management. Current telephone numbers and email address are located in the aircraft.

**VIII. Emergencies.** Pilot agrees to immediately report all accidents – major and minor, along with any names and addresses of witnesses, and involved parties. In accordance with NTSB rules, pilot will not allow the aircraft to be moved unless expressly authorized to do so by PRA or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities, and PRA, in accordance with NTSB requirements.

**IX. Governing Law.** This agreement shall be construed and enforced under the laws of the State of Arizona.

**X. Entire Agreement.** This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.

**XI. Amendment.** This agreement may be amended by PRA as required.

**XII. Certification.** Pilot certifies that all information supplied to PRA is true and correct.



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N WITNESS WHEREOF the Pilot and Painted Rock Aviation hereby execute this AGREEMENT and thereby agree to be bound by the terms and conditions herein.

_____	_____	_____
Pilot's Printed Name	Pilot's Signature	Date
_____	_____	_____
Painted Rock Aviation Representative Printed Name	Painted Rock Aviation Representative Signature	Date

Initials: \_\_\_\_\_





### SOCIAL MEDIA RELEASE FORM

I, the undersigned, hereby authorize Painted Rock Aviation to photograph me, take motion pictures of me, take video footage of me, and/or make electronic sound recordings of me (herein referred to as photographic or electronic reproductions).

I authorize the use of any such photographic or electronic reproductions of me for any purpose, including, but not limited to educational and other public media as may be deemed appropriate by Painted Rock Aviation. (I understand that I may be identifiable from such photographic or electronic reproductions.)

Agreed and accepted by:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

I am signing this form as an individual.       Yes       No

I am signing this form as a representative of a group, and have full authority to grant release for this group.       Yes       No

If yes, name of group: \_\_\_\_\_

### PARENTAL CONSENT

I certify that I am the parent or legal guardian of the individual above, \_\_\_\_\_, a minor under the age of eighteen years. I hereby agree to assume legal responsibility to his/her authorization referred to in this General Media Release.

Signature of parent of guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_