

Flying Fish LLC

AIRCRAFT RENTAL AGREEMENT

The objective of Flying Fish LLC's rental program is to promote and expand seaplane flying by making seaplane rental accessible. This rental program has been established to allow Pilots authorized by Flying Fish LLC solo seaplane rental.

Access

Flying Fish LLC (the "Company") requires all authorized renter pilots ("Pilots") to maintain a current account with the Company and for that account to have no outstanding balance. The Pilot agrees to adhere to all Company rules and decisions regarding the administration of this rental program and operation of Company owned or represented aircraft. Flying Fish LLC reserves the right to refuse access to anyone for any reason at any time.

Access does not give Pilots ownership interest in the Company, or any assets owned or operated by the Company, its intellectual property, trademarks, designs, or logos, etc. Access grants authorized Pilots the expressed rights in this Rental Agreement (the "Agreement").

Use or dissemination of any images or intellectual property of Flying Fish LLC requires written consent from the Company.

Pilot Requirements

Pilots are responsible for ensuring that they are legal to fly. Pilots must hold at a minimum: FAA Light Sport Pilot Certificate or greater to be eligible for the rental checkout evaluation and solo operation. In order to rent the aircraft without an authorized instructor, Pilots must hold/complete the following:

- Tailwheel endorsement
- LSA SES endorsement, or Private or Commercial SES rating
- Minimum of 15 hours dual received in a Company aircraft with a Flying Fish LLC flight instructor
- Aircraft checkout evaluation with a Company instructor

Aircraft Check Outs

All Pilots are required to complete the Flying Fish LLC training program and evaluation flight with a Company designated instructor. Conducting the single engine sea add-on evaluation with an FAA Designated Examiner in a Flying Fish LLC aircraft does not constitute the evaluation flight for the purposes of the rental Checkout.

Currency

Pilots are required to maintain currency in accordance with Flying Fish LLC's currency policy, which exceeds the FAA currency requirements. Flying Fish LLC Day currency requires the Pilot to successfully complete:

- A proficiency check with a Company Flight Instructor is required every 6 months.
- 3 takeoffs and landings from land, and 3 takeoffs and landings from water within the last 60 days for carriage of passengers.
- 3 takeoffs and landings from land, and 3 takeoffs and landings from water more than 60 days but no more than 90 days prior may only fly solo. After 90 days you must complete a proficiency check with a Company Flight Instructor.

Night currency requires the Pilot to successfully complete:

- 3 takeoffs and landings, at night, from land within the preceding 60 days.
- Water operations are prohibited at night.

Aircraft Operations

No person other than Flying Fish LLC instructors and their students or Pilots authorized for rental by the Company will manipulate the controls at any time. Use of a Company aircraft for any reason by non-authorized Pilots or those not in good standing is strictly prohibited. Instruction by a non-authorized instructor is strictly prohibited. Pilots must also abide by the following:

- All flying in any Company aircraft is to be done in strict accordance with existing Federal Aviation Administration (FAA) Regulations, state, local, and Company rules.
- Company aircraft are restricted from maneuvers prohibited by the aircraft operating limitations as specified by the manufacturer.
- There shall be no formation flying of the Company aircraft.
- No one, other than an authorized Pilot or a Company representative, may manipulate the controls in any way.
- When operating from land, aircraft shall be operated only from those landing areas designated as a public or private airport, except in an emergency.
- No Pilot or instructor shall operate the aircraft in salt water unless the Pilot has prior explicit permission from the Company and has paid the associated fees.
- No Pilot shall conduct flight instruction in Flying Fish LLC aircraft unless authorized by the Company.
- No Pilot shall conduct flights for hire or pay less than their pro rata share of each flight conducted. The renting Pilot is responsible for all flight fees and charges. The Company will not split time between renters and or passengers.
- Pilots shall not advertise or otherwise hold out to the public to fly others for any reason, even if the Pilot pays his/her pro rata share.
- Water operations at night are prohibited unless in an emergency.
- The Pilot shall be responsible for final determination of the operational status of any body of water they intend to operate on.

Flight Instructor Requirements

Flight instruction is only permitted by Company flight instructors. Rental Pilots are not authorized to conduct any flight instruction, to include introductory flights, for hire or otherwise, in Company aircraft.

All Company flight instructors will hold all applicable ratings and endorsements as well as appropriate operating experience as determined by Flying Fish LLC.

Preflight Operation

Prior to every flight the authorized Pilot shall accomplish a thorough preflight check for airworthiness utilizing the provided checklist. Prior to every flight the aircraft will be checked out via the Company's online schedule software. The Pilot will ensure the starting tach time is correct, note any discrepancies, and any fuel and/or oil added. If the Pilot does not check out the aircraft at the beginning of the flight they may be subject to penalty.

Postflight Operation

After every flight the authorized Pilot shall return the aircraft to the Flying Fish LLC hangar and conduct a post flight inspection of the aircraft. The Pilot will ensure the aircraft is checked in on the Company's online schedule software, enter the ending tach time, and any new aircraft discrepancies. If the Pilot does not check in the aircraft at the end of the flight they may be subject to penalty.

Unimproved Airport Operations

Operations from unimproved runways are prohibited unless it is charted as an airfield. Off airport operations (e.g. highways, fields, etc.) are also prohibited unless in the case of an emergency.

Restricted Use of Plane

No person other than an authorized Pilot in good standing covered by the Flying Fish LLC insurance policy shall be permitted to act as Pilot-In-Command of the airplane either dual or solo, except in the case of a Flying Fish LLC approved instructor.

Pilots will not start the aircraft by hand propping.

Pilots shall not perform "preventative maintenance" on Flying Fish LLC airplanes except as specifically approved by the Company.

Pilots shall not operate in a reckless and dangerous manner as determined by the Company and/or FAA.

Use of Intoxicants

No person shall receive instruction or act as Pilot-In-Command in the Company's airplane while under the influence of, or using intoxicating liquor, beer, wine, cocaine, marijuana or other substances. Any Pilot violating the provisions of this Section shall be subject to dismissal from the rental program and forfeit any deposits and/or payments made.

Smoking, Animals and Trash

There is no smoking allowed in any Flying Fish LLC aircraft. There are no animals allowed (dogs, cats, etc.) in any Flying Fish LLC aircraft with the exception of service animals as permitted by State and Federal Law. The Flying Fish LLC aircraft is to be used and returned in a clean condition. A cleaning fee of **\$1000.00** may be charged for dirty aircraft (due to vomit, trash, food / beverage spills, etc.) at the discretion of the Company Representative and will automatically be charged to the credit card on file.

Fees and Payments

In the case the authorized Pilot is found to be negligent, or operating the aircraft in a manner not consistent with Company rules the Company reserves the right to seek additional punitive damages from the authorized Pilot and or their estate and heirs. Any Pilot 30 days past due will be considered in arrears and will forfeit their rental privileges until full payment is received. The Company may at its sole discretion charge the Pilot late fees, interest, and collection fees related to any overdue charges, damages and/or losses. If any Pilot is 90 days past due all access will be forfeited and the Pilot will be removed permanently and barred from any future services provided by Flying Fish LLC. Failure to maintain a good financial standing with Flying Fish LLC will result in suspension, or revocation of rental privileges, late fees, interest, and collection action and associated fees.

Insurance Requirements

Flying Fish LLC maintains full Hull and Liability coverage for each aircraft in the fleet. All Flying Fish LLC instructors, authorized Pilots, and students are covered by the Flying Fish LLC insurance policy.

By successfully completing the Flying Fish LLC training syllabus, culminating with the rental agreement checkout and Company authorization to rent, the Pilot meets the requirements for coverage under the Flying Fish LLC's insurance policy.

Authorized Pilots shall also be covered by an additional Non Owner policy to be purchased through the Company.

All Pilots in good standing are covered under the Company's insurance policy. The Company's insurance policy has the following limits:

- \$1M total liability limit per incident
- \$100,000 per person limit
- Hull coverage for the value of the aircraft

Non-Owner Insurance Requirements

Should damage and/or loss occur the Company may at its sole discretion elect to file an insurance claim against its policy or the Pilot's Non Owner Policy, or give the authorized Pilot the opportunity to pay for the damages. If an insurance claim is filed, the Pilot may be subject to loss of rental authorization, and/or increased Non-Owner Policy insurance rates.

By executing this agreement the Pilot authorizes the Company to obtain and bind a Non-Owner insurance policy in the Pilot's name through a provider of the Company's choosing, and to file claims for damages and/or losses against said Non-Owner insurance. The Pilot will pay the Company **\$632.50**, or more should the Pilot's history or previous claims increase the premium for this Non-Owner policy. The fee for the Non-Owner policy shall be paid annually, every 365 days from the date the policy was bound, and shall be charged to the Pilot's credit card on file at the time of renewal. The Non-Owner Policy fee shall not be pro rated or any portion refunded if the Pilot stops renting before the one year term has expired.

The Non-Owner policy will have the following limits:

- \$500,000 total liability limit per incident
- \$100,000 per person limit
- \$20,000 damage to Non-Owned aircraft

Aircraft Rental Rates

Rental rates are due immediately upon return of the aircraft. Authorized Pilots agree to pay all rental fees in full.

The Pilot shall maintain a positive account balance with Flying Fish LLC and pay for the applicable flight time upon returning the aircraft.

Hourly rates are computed based on the Tachometer. Hourly rates are charged to the nearest tenth of an hour. Aircraft hourly rate fees are adjusted periodically based on variable expenses as determined by the Company.

Cancellation of Agreement and Penalties

Cancellation of this Rental Agreement shall require a 30-day notification in writing of the requested termination of the Rental Agreement. If the authorized Pilot fails to notify the Company of cancellation within 30 days of their one-year, 365 days, anniversary the Pilot will still be charged for the Non-Owner insurance policy premium.

Fuel and Oil Purchases

The authorized Pilot is responsible for checking fuel levels and oil levels prior to flight. If the Pilot has to purchase fuel the Pilot may submit to the Company a receipt for such fuel purchase and be reimbursed for the number of gallons purchased at a rate of up to **\$4.00** per gallon.

Reservation of Aircraft

All aircraft reservations shall be scheduled via the online calendar in advance of the proposed flight and shall be reserved on a first come first served basis. It is the responsibility of the authorized Pilot scheduling the reservation to cancel as soon as possible if unable to keep the reservation.

No Pilot shall keep the reserved aircraft beyond the reserved time for reasons other than unforeseen weather or mechanical issues.

The Pilot to whom the aircraft is checked out is responsible for the aircraft until its return to home base. When any delay occurs on a flight, which will cause a delay in the return of the aircraft, the delay must be reported to the Company as soon as possible.

The Pilot is responsible for all personal return expenses in the event an aircraft is unable to return home. Flying Fish LLC cannot be responsible for expenses incurred by an authorized Pilot as a result of such delay (i.e. hotel, food, transportation, etc.), including unforeseen maintenance problems beyond the control of the Pilot or Flying Fish LLC. Pilots are required to notify the Administrator by telephone if such an event is occurring or has occurred.

If the aircraft is abandoned and the company has to recover the aircraft, the Pilot is responsible for the expenses incurred. Pilots are required to list destination airport identifiers and other pertinent information when scheduling an aircraft for flight.

Broken Aircraft Policy

In the event of accidental damage, a claim will be filed by the Company against the authorized Pilot's Non-Owner policy for any pilot error associated damages and/or losses. The Company will undertake a review of the incident, and appropriate action will be taken, up to and including expulsion from the rental program.

Maintenance and Authorization for Repairs

A person acceptable to the Company, holding all appropriate certificates, training, and experience, will complete all maintenance and inspections in accordance with manufacturer's recommendations and FAA regulations.

No authorized Pilot may authorize expenditures or otherwise incur financial obligations in the name of Flying Fish LLC except as on a case-by-case basis with approval from the Company. Any repair not preauthorized by the Company shall be the personal financial responsibility of the Pilot authorizing the expense.

Incidents and Accidents

The Company shall review all aircraft accidents and incidents. The Company will hold a hearing to ascertain all relevant information required to make a judgment of cause. The Company will take appropriate action, up to and including expulsion from the rental program. The authorized Pilot must report all incidents and accidents to the Company immediately.

The authorized Pilot shall report all applicable accidents to the Federal Aviation Administration in accordance with NTSB 830 reporting requirements, and timelines for reporting.

Pilot Conduct and Rental Policy

The Company may terminate an authorized Pilot's rental agreement if the Pilot's conduct is not consistent with the best interests of Flying Fish LLC. Any Pilot not abiding by FAA regulations, or the Rental Agreement will be terminated from the program at the discretion of the Company.

Pilots are expected to conduct themselves in a manner conducive to maintaining a positive environment. Actions such as, but not limited to, financially deceiving the Company, negatively promoting the program, negatively affecting other program Pilot's, or the Company's interests, or causing undue financial burden to Flying Fish LLC or its property or assets, stealing, vandalism are basis for temporary suspension or permanent termination of the offending Pilot's rental agreement and all associated privileges.

Further, any violation of this Rental Agreement may be deemed as a basis for suspension or termination. In the event of such a decision by the Company, that decision shall be considered final and all fees and moneys paid to Flying Fish LLC are forfeit and non-refundable.

Notices

All notices and demands of any kind, except those sent electronically by Flying Fish LLC, shall be personally delivered or sent by first-class mail to the company address as provided by Flying Fish LLC. Any such notice or demand shall be effective immediately upon personal delivery, or forty-eight (48) hours after deposit in the United States Mail, as the case may be.

Entire Agreement

This Rental Agreement supersedes any and all other agreements and By-Laws, either oral or in writing, between the parties and constitutes the entire agreement between them with respect to the subject matter.

No modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. It is intended that each paragraph in this Agreement shall be viewed as separate and visible, and in the event, that any paragraph shall be held to be invalid, the remaining paragraphs shall be held to be in full force and effect.

Flying Fish, LLC and its members ("Owner Members"), shall own in its entirety the Flying Fish LLC Rental Program. Flying Fish, LLC and its members by majority vote appoint Christopher E Hinote ("Company Representative") to act on their behalf to enforce all provisions in the Flying Fish LLC Rental Agreement.

Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Missouri.

Amendments

This Rental Agreement may be repealed or amended, in whole or in part, provided that at least 10 days' notice of such changes has been given to the authorized Pilot. The notice shall be mailed to the last known mailing address gleaned by the profile provided by the Pilot and shall include the specific language as drafted by the Company. If the Pilot does not agree to the change then the Pilot may terminate Rental Agreement within 30 days post mark of receipt of notice and writing to Flying Fish LLC mailing address as specified by the Company without penalty.

Limitation of Liability

In consideration of participation of the rental program of Flying Fish LLC the authorized Pilot, intending to be legally bound hereby, that Flying Fish LLC SHALL NOT BE LIABLE FOR MY DEATH OR INJURY TO MY PERSON, ANY PASSENGERS, AND PERSONS ON THE GROUND OR IN THE AIR FOR ANY LOSS FOR DAMAGE TO MY PROPERTY OR THE PROPERTY OF OTHERS EITHER IN THE AIRPLANE OR DUE TO IMPACT OF OBJECTS OR PERSONS IN THE AIR OR ON THE GROUND caused in any manner whatsoever, whether attributable to the negligence of the Pilot, or for any other reason, occurring during the time that I am in, entering or alighting from an aircraft piloted by or under the control of or owned by Flying Fish LLC, and I do hereby waive any right of action against Flying Fish LLC from any and all causes or claims that I may have against them from the beginning of time. The authorized Pilot and the Pilots Estate and Heirs agree not to sue on any such cause or claim. This agreement shall not release liability for gross negligence or willful misconduct of Flying Fish LLC. I agree to indemnify and hold Flying Fish LLC or any of its stock holders harmless for any losses, judgments or damages the Pilot may incur, including but not limited to attorney's fees, arising out any lawsuit related to the flight and/or enforcement of or legal challenge to this agreement. It is Flying Fish LLC's intention that this agreement be interpreted and enforced to the maximum extent allowed by Missouri State law.

Stipulation

I, the undersigned, authorized Pilot, have read and fully understand Flying Fish LLC's Rental Agreement. I hereby stipulate to adherence thereto for the extent of my participation. I further understand any violation thereof may suspend or terminate my rental agreement with Flying Fish LLC and incur financial penalty.

_____ Signed Date

_____ Pilot Printed Name

_____ Pilot Signed Name

____Christopher E. Hinote____ Company Representative Printed Name

_____ Company Representative Signed Name