

# Aircraft Rental Agreement

In consideration of the rental fees paid and the covenants contained herein, Middle Tennessee Flying Club ("Club") agrees to lease its aircraft to the renter identified on the signature line ("Renter") in accordance with Club Rules and Regulations in effect from time to time.

The following obligations and covenants apply to all rentals of Club aircraft at any time after the date of this agreement:

## 1. Renter Obligations

a. Renter acknowledges that he or she has inspected the aircraft and has found it to be in good mechanical condition and airworthy prior to flight. The Club is NOT responsible to determine airworthiness of the aircraft.

b. Renter agrees to pay the Club time and fuel charges and abide by all Club rules and regulations in effect at the time of flight. **Renter shall log both Hobbs and Tach time in the paper log maintained in the aircraft glovebox and online via "checking in" on the scheduling website immediately at the conclusion of the flight. All rental charges shall be paid by credit card on the Club's scheduling website within one (1) day of the rental. The aircraft must be topped off with fuel immediately after the flight, and Renter must follow the checklist for aircraft shutdown and storage.**

c. Renter agrees that the aircraft shall not be used for any illegal purposes; or in any race, speed test, or contest; or by any person other than the renter who signed this agreement; or to carry passengers or property for compensation or hire; or for any flight which the Renter is not properly rated or certified; or for any purpose or use prohibited by the Club; or for any purpose or use not specifically authorized by the Club.

d. Renter will fully comply with FAA, airport and Club rules and regulations, and any limitations in insurance policies affecting use of the aircraft. It is the Renter's obligation to become familiar with such matters.

e. Renter expressly acknowledges personal liability for expenses not covered by Club insurance, including any deductible required by the club's insurance policy, of any loss or damage to the aircraft, its components, parts or equipment during the period Renter possesses the aircraft; and potential liability for additional expenses associated with damage to the aircraft, other property, and their persons and other persons including passengers; and for other assessments that might be levied by Club in accordance with its rules and regulations.

## 2. Representations

a. Club represents and warrants to Renter that it has the full power and authority to enter into this Agreement. This Agreement has been duly authorized, executed and delivered by Club and is legal, binding and enforceable in accordance with its terms.

**3. Notice of Insurance Coverage**

a. Club is insured for liability due to an accident up to \$1,000,000.00 combined for bodily injury liability and property damage (with certain sub-limits); and for the full value of the aircraft, less certain deductibles. The Club does not provide insurance coverage benefiting the renter, passengers or personal items. The Club recommends that Renter acquire insurance to cover Renter’s liabilities.

**4. Liability Limits**

a. The Club’s maximum liability to Renter and Renter’s passengers arising out of maintaining, leasing and otherwise making aircraft available to renter, whether based upon warranty, contract, tort or otherwise, shall not exceed the fees paid by renter for the applicable period.

**5. Indemnification**

a. Renter agrees to release, indemnify, and hold Club, its members and officers harmless from and against all liabilities, damages, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney’s fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising or in any manner occasioned by the operation or use of the Aircraft during the time period Renter possesses the Aircraft.

**6. Updates to Rental Agreement**

a. This agreement may be updated from time to time. Updates will be approved by Club’s owners, and Club’s membership will be advised. Renter agrees to be bound by the rental agreement in force at the time of rental. All terms and conditions set forth in the Club’s Rules are incorporated herein by reference and binds Renter as fully as if set forth herein verbatim.

In witness whereof, the Parties hereto have signed this Agreement.

**Renter:**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

**Middle Tennessee Flying Club**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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