



## Flight Student Training/Rental Agreement

I ("Student/Renter") hereby agree to the terms and conditions within this agreement while receiving flight and/or ground training at Fort Worth Flight School:

1. Lessee's Obligation: I understand and agree that I am responsible for the following:
  - a. Becoming familiar with and complying with local, state, and federal regulations (FAR) related to aircraft operations.
  - b. Complying with aircraft flight manual (AFM) and/or Pilot Operating Handbook (POH) requirements for each aircraft operated.
  - c. Obtaining current weather reports and forecasts before flights. The student must be able to demonstrate understanding and interpretation of forecasted weather conditions before solo flight.
  - d. Filing a flight plan for solo, non-local area, flights. The flight plan can be filed with Flight Services, 1-800WX-Breif, or electronically via Foreflight. The student further understands that for all VFR flights and some IFR flights that they are responsible for closing the flight plans with the appropriate authority to prevent undesired search and rescue operations being deployed.
  - e. Using the appropriate checklist for each aircraft being operated. Checklist usage should be utilized for all portions of flight listed on checklist including preflight, starting, taxiing, pre take off, climb, cruise, decent, landing, and securing of the aircraft.
  - f. Inspecting (Pre-fighting) the aircraft before operation. If deficiencies OR/AND damage is found on pre-flight or while taxiing, the aircraft should be return to the parking area (if able) and report the issues to the school management or Josh Minze immediately. If an issue is noticed after taking off return to the airport immediately. The student will be held responsible for failure to notify the school of an observed issues/damage to an airplane. I further understand that undisclosed damage will result in a claim with the student's insurance for damages found after flight.
  - g. Checking and maintaining the aircraft engine oil level to minimum specified levels.
  - h. Checking quantity and quality of fuel and ensuring the proper type for the aircraft is used.
  - i. Using brakes as required to stop but utilizing best taxi practices to avoid continuous application of the brakes while taxiing (Riding the brakes).
  - j. Using brakes as required to stop but utilizing best landing and roll-out practices to avoid "locking" the brakes up. Brake lock-up permanently damages the aircraft tires, and the student may be responsible for a fee to replace a damaged tire.
  - k. Minimum Fuel Reserves of 1 hour are required for students flying solo.
  - l. Air Sickness policy: should I or one of my passengers become air sick in the aircraft, I understand that a \$200.00 fee will be applied to my bill for cleaning the aircraft.

- m. Returning the aircraft at the agreed upon time. I understand that I will be charged by the hour for late aircraft returns. Exceptions include un-forecasted weather, airport delays, and/or mechanical breakdowns.
  - n. I will care for the aircraft as if it were my own and leave it for the next student in a condition that I would expect to find an aircraft in.
  - o. After each flight I will:
    - i. Return the aircraft to the hangar or parking spot I received the aircraft from unless requested otherwise ahead of time by the flight school manager/owner.
    - ii. Installing control lock on aircraft parked outside.
    - iii. Securing all aircraft properly (at any location I park the aircraft). Tie downs for outside aircraft. Wheel chocks for hangered aircraft. Exceptions may include aircraft retrieved from a parking spot that does not have provisions for tie down, in which case both sets of main wheels should be chocked. Damage to aircraft as the result of failing to secure them will be the student/renters responsibility.
    - iv. Securing and locking hangars for aircraft stored inside (its preferable that combinations are reset to all zero's).
    - v. Ensuring the doors on the aircraft are latched properly.
    - vi. Ensuring the master switch is off. If I leave a master switch on, I understand that I am responsible for the cost to charge or replace the battery.
    - vii. Securing the seatbelts.
    - viii. Topping the fuel tanks with fuel.
      - i. I understand that I may be charged a \$25.00 fee for failing to fill the fuel tanks after a flight. If the self-serve fuel pump is inoperative, to avoid the fee, notify the flight school owner or manager.
    - ix. Inspect (post-flight) the aircraft for damage and report any damage to flight school management and/or Josh Minze immediately.
    - x. Wipe the aircraft down with clean microfiber rags including:
      - i. All leading-edge surfaces with detail/spray wax (provided by school):
        - a. Wings and wing struts
        - b. Tail leading surfaces and vertical stabilizer.
        - c. Propellor
        - d. Spinner
        - e. Cowl front areas
        - f. Wheel pants (if equipped)
      - ii. Windshield with anti-static plexiglass cleaner or pledge (provided by school) in a vertical motion (from top to bottom)
2. I agree to operate the aircraft in accordance with the following terms and conditions.
- a. A weight and balance calculated prior to each solo flight. Note: A weight and balance may be requested by your instructor for any training flight subject to the individual instructors training plan.
  - b. To operate the aircraft as the only Pilot in Command, except in training flights with a CFI designated by Josh Minze, and not sublease to a third party. Lessee shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated.

- c. Meeting FAR 61.57-Recency of flight experience, including 3 take off and landings within the preceding 90 days for each type of aircraft to be soloed, this includes 3 take off and landings at night.
  - d. Landings can only be conducted on hard surface runways with a length of 3000' or more, listed in an approved airport directory published by the FAA.
    - i. Exception: Prior authorization from the flight school owner (Josh Minze) must be obtained before landing the conventional landing gear aircraft (Taildraggers/Tailwheel) on grass strips. Each intended point of grass runway landing requested must be authorized by Josh Minze, in writing in the student's logbook.
  - e. Touch and Go landings:
    - i. Are not authorized in retractable landing gear aircraft without the two items below or an emergency situation that would require an aborted landing after initial touchdown:
      - i. Prior approval from the owner (Josh Minze) in writing.
      - ii. An authorized instructor present.
    - ii. Are not authorized in conventional (Tail Draggers/Tail wheel) aircraft.
      - i. Without an authorized instructor present and in agreement to train in touch and go landings in this type of aircraft.
      - ii. On solo flights.
    - iii. Are not authorized in any aircraft on runways less than 4000' in length unless authorized by flight school management and/or Josh Minze in writing.
    - iv. Are not authorized for student solo flight without instructor authorization on rental agreement.
    - v. Are not authorized for licensed pilot/rental flight without prior authorization from the flight school manager or Josh Minze.
  - f. Empty oil containers are placed in the maintenance oil container return bin for reuse. Oil containers in the aircraft are required to be kept in a plastic bag or a non-spill container.
  - g. Smoking, eating, and drinking are prohibited in the aircraft.
    - i. Exception: Water in a sealable container is allowed and encouraged to prevent dehydration.
  - h. Passengers are not permitted on training flights without the instructor's approval ahead of time.
  - i. In the event the pilot must divert, deviate from a flight plan, or experiences airport delays, the student should notify the flight school manager or Josh Minze as soon as practical.
  - j. Aircraft may not be used for solo students/renters for:
    - i. Illegal activities
    - ii. Racing or speed contests
    - iii. Formation flying
    - iv. Operating outside of the continental United States
    - v. Carrying passengers or property for compensation or hire
    - vi. For flight instruction
    - vii. For aerobatic maneuvers, or any maneuver beyond 30° Pitch relative to the horizon and 60° Bank relative to the horizon.
    - viii. Spins
3. I agree to ensure Hobbs and tach times are recorded in the aircraft logbook prior to starting engine and after engine is shutdown. I understand that I will be billed for times recorded on the Hobbs meter in 1/10<sup>th</sup> hour increments while operating the aircraft. I also understand that I will notify flight school management if a discrepancy is noticed in the aircraft book.

- a. I understand that I am responsible for logging aircraft Hobbs times and submitting records of flight times to the flight school's administrator for billing (currently dispatching and checking in aircraft via **Flight Circle**). I understand that I will be charged a \$25.00 fee (above the aircraft rental fee) for failing to properly submit flight times for billing.
4. I understand that I must have a current copy of my medical certificate, pilot certificate, and be current with flight review and these items must be on file with Josh Minze. I understand that I cannot solo:
  - a. As a student pilots without permission from their CFI and a logbook endorsement.
  - b. Certificated pilots that have not been "checked out" for each type of aircraft rated for within the preceding 45 days.
  - c. For Instrument flight without a Current IPC from FWFS.
  - d. Without a CFI checkout at night, for night currency or with prior authorization from Josh Minze.
5. I understand that I am not permitted to carry passengers without:
  - a. Holding a minimum of a Private Pilot Certificate with a minimum of 40 hours PIC.
  - b. Permission from the flight school manager or owner to operate aircraft with passengers.
  - c. Briefing passengers on the proper operation of aircraft doors, seatbelts, shoulder harnesses, emergency procedures, and emergency passenger egress (per FAR PIC 91.3 and 91.517-525).
  - d. Ensuring the engine is off and the propellor is stationary before the loading or unloading of passengers.
6. **Insurance:** I agree to furnish aircraft renters insurance at the minimum rate of (\$50,000 Hull Coverage). In the event that any policy of insurance, other than those held by Fort Worth Flight School, entitles me to coverage following any aircraft loss, my coverage will be primary and Fort Worth Flight School insurance will be secondary. Any payments received under such a policy of insurance, will be payable to Fort Worth Flight School (within 60 days) to the full extent necessary to repair or replace any property damaged in the claimed event.
  - a. I understand and agree that I am personally liable for the following:
    - i. For deductible hull coverage for any accident, incident, or loss involving pilot error, and/or violation of FAR (Federal Aviation Regulation) or Rental Agreement.
    - ii. For the full costs of all damages or loss resulting from breach of this agreement, from operations contrary to the Federal Aviation Regulations or Airplane Flight Manual, or from any action which would invalidate or reduce the insurance coverage Fort Worth Flight School.
    - iii. Money, damages, costs, and reasonable attorney fees incurred by Fort Worth Flight School in the event suit is instituted to recover possession or to enforce any of the terms, covenants, and conditions hereof.
    - iv. Pay the Lessor a minimum of 3 hours rental fee, per day, for aircraft seized as the result of an accident or incident.
    - v. Undisclosed damage found to aircraft after student rental.
  - b. I understand that a separate aircraft checkout form is associated with this document and must be filled out and filed in the students file for each aircraft operated at Fort Worth Flight School.

7. Aircraft Rental Policy:

- a. I understand that the current aircraft available at FWFS and subject to change without notice and there is a checkout form that must accompany this agreement for aircraft rental.
- b. I understand that if I did a pre-solo test in a specific aircraft, that qualifies as a checkout with the associated pre-solo and solo endorsements from my instructor.
- c. I understand that while renting aircraft that If I purchase fuel, oil, or other authorized components that I will be reimbursed, provided I submit the receipts to the school administrator.
- d. I understand that aircraft rental fees may change without notice.
- e. I understand that I am responsible to pay for fines, penalties, forfeitures, court costs, and other expenses for parking or abandoning aircraft that I have rented.
- f. I understand that I am responsible for landing fees incurred while I am using the aircraft that I rent.
- g. I understand that I cannot authorize repairs of the aircraft without specific authorization from Josh Minze directly. Lessee will telephone Josh for authorization/repair instruction in the event of a malfunction or breakdown. If aircraft repairs or downtime occur away from KFWS for the amount of time exceeding 24 hours, the renter has two options.
  - i. Returning home at lessee's expense and the aircraft will be retrieved by flight school personnel.
  - ii. Remaining with the aircraft on the lessee's expense until such time the aircraft can be repaired and returned to its homebase (KFWS).
- h. I understand that the Lessor (FWFS) has the right and authority to decline rental, for any reason, without explanation.
- i. Overnight Rentals:
  - i. Must be approved by Josh Minze prior to the rental appointment.
  - ii. Overnight rentals are subject to a 3 Hour per day minimum aircraft rental fee. Landing, parking, and tie down fees are the renter's responsibility.
  - iii. A \$25.00 fee will be charged to the student if fees are mailed to the school (unpaid by the renter at the airport).

8. **Payment Policy: I agree to provide Fort Worth Flight School with a valid, unexpired, Credit Card to be on file with the school for billing purposes at all times.**

- a.
  - i. I understand that declined payment may result in expulsion from training at Fort Worth Flight School.
  - ii. I understand that I may be subject to legal action for non-payment of services rendered.
  - iii. I understand that I will be billed for services provided when services are provided.
  - iv. I understand that my credit card information will remain confidential within the school and only used for billing of services provided. Services provided include flight training, instructor billing, ramp, landing, or parking fees, and/or supplies purchased from the flight school.
  - v. I understand that should I choose to discontinue training at Fort Worth Flight School I can request (in writing) that my credit card information be destroyed after final payments are made to the school.
- b. I understand that I will be charged a "Cancellation Fee" for cancellation with an instructor and/or aircraft without 48-hour notice. I understand that I will not be charged a fee if the instructor cancels a lesson for weather or aircraft related issues or if weather at the time of rental is poor (below reasonable minimums for safe flight operations).
  - i. The fee will be billed for the amount of time booked with an instructor OR at a 2-hour minimum rate to the credit card on file.

- ii. In the event of an unexpected illness or unforeseen circumstances your instructor may waive the cancelation fee. Waivers will be weighed on a case-by-case basis.
- c. I understand that I will be charged "No Show Fee" if I fail to arrive for a scheduled lesson. The fee will be billed at a 3-hour minimum rate to the credit card on file or at the rate for time booked, whichever is higher.

**9. Indemnity-Force Majeure-** Lessee agrees to release, indemnify and hold harmless Lessor (Fort Worth Flight School), and its officers, from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgements of any kind whatsoever, including all costs, attorney's fees and expenses incidental thereto, which may be suffered by, or charged to Lessor by reason of any loss or damage to any property, or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Lessee of any covenant of condition of the Agreement or by an act or failure to act of Lessee.

I have read and understand the Fort Worth Flight School Student Agreement. I also understand that my signature attests to the fact that I have read and agreed to the FWFS student agreement. I agree to comply fully with its contents and the policies outlined in this document.

I hereby certify that the information provided below is correct; I further certify that I have read the rental agreement on the preceding pages, which I understand, and agree to the terms and conditions set forth therein and will receive a copy of this agreement.

If you are under the age of 18 (eighteen) years old, a parent or guardian SIGNATURE IS REQUIRED

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

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If applicable – Parent print name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

CFI Name, # and exp date

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Note: CFI's, don't forget to fill out your Aircraft checkout sheets! This document is for renting and the agreement but does not cover aircraft checkouts directly, the separate form must accompany this document for solo flights.