

THIRD STEP AIRCRAFT USER AGREEMENT

I, _____, Pilot (hereinafter referred to as
print name

"Pilot") hereby agree to the following terms and conditions for the use/rental of Third Step Club Aircraft, (hereinafter referred to as "Club"):

1. RENTAL PERIOD: The rental period charge shall be in one-tenth (0.10) hour periods as determined by the Hobbs meter time at the end of each use/rental period.

2. CHECK-OUT: Aircraft may be operated only by the Pilot who has completed flight training and/or a check out with the Chief Pilot of the Club or his designated Flight Instructor. The successful completion of this Check-Out will be entered into the Club records. The Pilot must also meet the minimum qualifications for the aircraft flown.

3. OPERATIONAL CONTROL: Pilots are acknowledged to have operational control of the aircraft. Base of operation and maintenance is Chandler Municipal Airport.

4. MINIMUM RENTAL CHARGES AS FOLLOWS: It is generally assumed that the airplane use will be at least half of the time reserved. For example, if the reservation is for 6 hours, the minimum billable will be calculated at 3 flight hours.

5. LATE CANCELLATION/REBOOKING: Aircraft rental reservations are subject to cancellation if Pilot is more than thirty (30) minutes late for reservation. With the exception of illness, Pilots are expected to keep bookings inside of 48 hours of the booking scheduled.

6. LATE RETURN: If unable to return the Aircraft on schedule, Pilot must notify the Club by telephone. Additional charges may apply for a late return. Remember that such returns affect others. Be courteous.

7. MASTER SWITCH: Leaving the Master Switch in the Aircraft in the on position after flight will deplete the battery. If this happens, there will be a minimum charge of \$100.00. A battery is \$400. After three or four complete depletions, they are no longer useable and will not hold a charge for starting.

8. TIRES (damage/flat spots), Tires damaged by excess braking (beyond normal wear and tear) will be charged to the customer at \$150, or the actual cost of tire and replacement labor, whichever is greater.

9. COPYRIGHTS: Airplane materials are copyrighted and are for the Pilot's personal use only.

10. PAYMENT/FEES: All sales are final. Refunds of pre-payments or money placed on account will be handled on a case-by-case basis.

11. FLIGHT INSTRUCTION FEES: All private instructors must be approved by the Club and complete a formal check-out with the club Chief Pilot or his designated CFIA. Private CFIs are contracted by the Pilot. Rates are negotiated between the Pilot and the instructor.

12. SMOKING: There will be no smoking inside or in the vicinity of any Operator/Aircraft.

13. PREFLIGHT: Pilot shall personally conduct a preflight inspection of the Aircraft as prescribed by the checklist, including checking documents, fuel from all sumps and determining that the fuel and oil on board the Aircraft are sufficient for the planned lesson/flight.

Fuel required is no less than 9 gallons per planned flight hour, plus reserves of 45 minutes.

Oil required IN the engine can be as little as 6 quarts for typical lessons less than 2.5 hours. For night flights or for cross country flights over 2 hours it is required that the oil be serviced to at least 7 quarts IN the engine.

Fuel and Oil quantities must be checked and verified by the pilot at EACH shutdown.

If during preflight, a Pilot notices any damage or maintenance issue (for example a flat spot on a tire), the Pilot should report the issue prior to the flight, so as not to be held liable.

The Pilot shall brief all passengers on the proper use of seats, seat belts, air vents, lights, emergency exits and emergency procedures, and shall follow all appropriate Federal Aviation Administration (hereinafter referred to as "FAA") rules and regulations.

12. WEATHER: Pilot shall obtain weather reports, forecasts or weather briefings for the proposed flight prior to commencing the flight. The Aircraft shall be operated only when current and forecast aviation weather indicates that VFR weather conditions exist both locally and en route. IFR operations are permitted only for the Instrument-Rated Pilot.

13. ACCIDENTS/INCIDENTS: Pilot agrees to report to the Club any accident, incident, mishap, physical damage or injury to person(s) or to the Aircraft as soon as practicable.

14. CERTIFICATES: Pilot must hold valid and current FAA pilot licenses and valid medical certificates and have passed a biennial flight review or equivalent within the last twenty-four (24) months and be current in all respects. Pilot shall be responsible to determine his/her legal ability to operate the Aircraft and comply with any other legal limitations.

15. SEIZURE OR FORFEITURE OF AIRCRAFT: In the event of seizure, forfeiture or damage to the Aircraft as a result of the Pilot's operations, Pilot agrees to pay an amount equal to three (3) hours per day rental of the Aircraft at the current hourly rate for each day the Aircraft is held out of service. The total of such payments are not to exceed the fair market value of the Aircraft (defined as \$55,000). Pilot also agrees to

pay all legal and attorney's fees and all expenses incurred in the recovery of said Aircraft.

16. FUEL FEE CREDITS: Fuel credits will be applied to the Pilot's account based upon the presentation of proper receipts at the time the Aircraft is returned to base. If the fuel/oil was purchased below the current price of fuel/oil at the Club's FBO, credit will be issued for the exact amount of the fuel/oil purchase. If fuel/oil is purchased at a price above the current price of fuel/oil at the Club's FBO, costs will be reimbursed at the current cost of fuel/oil at the Club's FBO.

Any charges other than fuel/oil will not be reimbursed unless authorized in this Agreement or unless prior authorization for additional charges was received from the Club managers. Reimbursements must be requested at the termination of the flight or the next business day if the flight terminates outside of the Club's normal business hours- and must be accompanied by a receipt with notations in the flight log for fuel or oil added. Reimbursement will be made in the form of a credit against the rental amount. Whenever possible, Pilot shall fuel the Aircraft at Club's FBO (Chandler), rather than at other airports. Aircraft is to be fueled prior to the flight NOT at the end of operations, to allow future users to plan loading and weight considerations.

17. PILOT'S PHYSICAL CONDITION: Pilot shall not operate club Aircraft if Pilot has used intoxicating beverages, liquor, tranquilizers, sleep-inducing medications or any other medications or substances that may compromise or affect the Pilot's judgment or motor skills within twenty-four (24) hours prior to the commencement of a flight. In addition, Pilot shall not operate the Aircraft if Pilot suffers from any physical or mental impairment that would affect the safety or wellbeing of the passengers or the Aircraft.

18. PROHIBITED ACTIVITIES:

The Aircraft shall not be used to carry persons or property for hire.

The Aircraft shall not be used to carry hazardous or illegal substances.

No objects, including people, may enter or exit the Aircraft while the engine is running or while the Aircraft is in flight. Parachuting is prohibited.

The Aircraft may not be flown in any race or contest unless prior permission is obtained from the Club managers.

Aerobatics are prohibited in Club aircraft unless prior permission is obtained from the Club managers.

19. SUBLEASE ASSIGNMENT: Subleasing the Aircraft, selling proportional time, or assigning this Agreement to any other party or person is prohibited.

20. CONDITION OF AIRCRAFT: Pilot hereby acknowledges that the Club is not the manufacturer of the Aircraft, not the manufacturer's agent, and that the Club makes no warranty or representation, either express or implied, as to the fitness, workmanship, or design condition of the Aircraft, its fitness for any particular purpose, or the quality or capacity or the materials in the Aircraft.

21. AIRCRAFT CARE: Pilot agrees to maintain engine oil at proper levels, conduct a proper and thorough pre-flight, and to return the Aircraft in a clean condition. A \$20.00 cleaning fee will be applied to Pilot's account for Aircraft returned in an un-clean condition (eg empty water bottles, crumbs or nuts in the carpet). If, as a result of Pilot's usage the Aircraft becomes soiled or damaged, it will be the Pilot's responsibility to pay for the required cleaning and/or repairs.

Pilot agrees to always tie down the Aircraft securely.

22. AIRCRAFT SQUAWKS: Any damage incurred whether minor or substantial shall be reported to the Club managers immediately. Pilot shall report any damage or problems with the Aircraft observed during the preflight inspection to Club prior to the flight, so as not to be held liable for the problem. Damage or problems previously occurring in the Aircraft if said damage or problem is not reported to Club prior to Pilot's use of the Aircraft. Discrepancies, damage or problems occurring during the flight shall be reported to Club after each flight or the next business day if the flight terminates outside of normal business hours. Squawks should be written on the Aircraft time log and provided to the Aircraft Maintenance managers via text or Email.

23. STUDENT PILOT RULES: If Pilot is a Student Pilot; he/she may only fly under the direct supervision of a Club approved, Certified Flight Instructor. Student Pilots must file and utilize an FAA Flight Plan with flight following for each leg of cross-country flights. "Round Robin" flight plans are not permitted.

24. FLIGHT INSTRUCTOR RULES: All personnel who wish to flight instruct in Club airplanes must be approved by the Chief Flight Instructor or his designee. Flight Instructors and Pilot acknowledge that Flight Instructors are not employees of Club.

25. FLIGHT CONDITIONS:

NIGHT FLIGHT: Unless Pilot completes a night check-out with an approved Club Flight Instructor, Pilot may schedule for daylight flights only. The exception to this policy is if Pilot is instrument-rated or if Pilot has logged a minimum of 15 hours of night flight and is night current. Pilots in Club who have been given night instruction as part of their training and now hold a Private Pilot's License may also schedule aircraft for night flight.

MOUNTAIN FLIGHT: Mountain flight is prohibited unless Pilot has completed a mountain check-out with a Club approved Flight Instructor.

IFR FLIGHT: There shall be no flights in IMC (Instrument Flight Conditions) without a current instrument rating and currency recorded and documented.

AEROBATICS: Aerobatics are prohibited in Club Aircraft.

26. DAMAGE TO AIRCRAFT: At the termination of the rental period, Pilot shall return the Aircraft to the Club in the same condition as when it was received, except for reasonable wear and tear. Pilot shall be liable to Club for any and all loss or damage, including but not limited to: broken static wicks, flat-spotted tires, spilled food and beverages in the cabin, damage to landing gear or firewall due to excessively hard landing, damage to the wings, elevator or rudder tips, or any other damaged sustained by the Aircraft. If an insurance claim is made on the aircraft due to damage caused by

the user Pilot's operation, the Pilot will be responsible for the full amount of the deductible fee due to the insurance company, and loss of use to the Club during repairs.

27. STOWING THE AIRCRAFT: At the termination of the rental period, the Customer/ Pilot shall properly stow the Aircraft, including installing the control wheel lock, installing any covers on the Aircraft and securely tying the Aircraft down.

28. EMERGENCY REPAIRS: Emergency Repairs shall be defined as repairs to the Aircraft that due to statute regulations, mechanical failure, or damage, should be made to the Aircraft before further flight. Should the Aircraft require Emergency Repairs, Pilot shall comply with the following procedures: (a) Contact Club for instructions; (b) If no contact can be made and repair can be affected for One Hundred Dollars (\$200.00) or less, Pilot may authorize and make payment for the repairs, for which Pilot shall be reimbursed by Club. Under no circumstances, shall the Aircraft be flown by a Pilot, if to do so would violate any governmental statute or regulation or compromise the safety of Pilot, his/her passengers, or the Aircraft.

29. DEFAULT: If the Pilot defaults in the performance of any of his/her obligations under this Agreement, the Club shall, at its option and without further notice, have the right to terminate the Agreement and repossess the Aircraft using such forces as may be necessary without being deemed guilt of trespass, breach of peace or forcible entry and detained and Pilot expressly waives the service of any notice. Exercise by Club of either or both of the rights specified above shall not prejudice Club's rights to pursue any other remedy in law or equity. Furthermore, Club may refuse the rental of any Aircraft at any-time, without explanation.

30. GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of Arizona.

31. GOVERNING REGULATIONS: Pilot shall observe all Federal and State regulations governing the use and operation of Aircraft, including currency and proficiency requirements set forth in FAR 61.57 and a 60-day currency with Club.

32. INTEGRATION/SUCCESSORS BOUND: This Agreement constitutes the entire Agreement between Pilot and Club, and as of its effective date supersedes all prior independent Agreements between Pilot and Operator related to the renting of Aircraft. Any change or modification hereof must be in writing signed by both Pilot and Club. This Agreement shall be binding and shall inure to the benefits of heir, legal representatives, successors and assigns of the parties hereto.

33. INDEMNITY-FORCE MAJEURE: Pilot agrees to release, indemnify and hold Club, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorney's fees and expenses incidental thereto, which may be suffered by, or charged to Club 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 Pilot of any covenant or condition of the Agreement or by an act or failure to act of Pilot.

34. RENTAL FEE: Pilot shall pay Club a rental fee for Pilot's use of the Aircraft according to the published rate structure in effect. Rental rates are subject to change with notice. Credit on pre-paid rates for block-time purchases will not be reimbursed. Overflow hours in excess of a purchased block rate will be charged at the single hour rate. Flying in excess of the deposit or block purchase with the club shall be due and payable immediately upon flight completion.

34.5 INTEREST AND FEES: In the event of non-payment within fifteen (15) days, interest will accumulate at a rate of 1.5% per month until the balance is paid in full. All applicable bank charges involved with a returned check will be added to the balance for collection, as well as reasonable collection fees (minimum collection fee is \$200.00), including attorney's fee.

35. EXTENSION OF AGREEMENT: This Agreement shall be continuing and shall control each use of Aircraft by Pilot, unless modified or terminated by both Pilot and Club in writing.

36. DISCLAIMER OF LIABILITY: Club hereby disclaims and Pilot hereby releases Club from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage, death, or injury of any nature whatsoever sustained by Pilot, its employees, agents or invites during the term of this Agreement. The parties hereby agree that under no circumstances shall Club be liable for indirect, consequential, special or exemplary damages, whether in contract or tort including strict liability and negligence, such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of Aircraft under this Agreement.

37. CANCELLATION FEES: If Pilot cancels Aircraft, inside of twenty-four (24) hours prior to the appointment, Pilot is subject to being billed for 25 percent of the Aircraft time reserved, up to a maximum of \$175.00 of Aircraft time. In the event of a No-Show without previous notice, there will be a charge of one (1) hour of flight time for bookings of up to six (6) hours and three (3) hours of flight time for bookings of more than six (6) hours up to twenty-four (24) hours. This does not apply to illness or weather-related cancellations.

38. CERTIFICATION: Pilot certifies that the above information is correct. Pilot understands that Club is relying on this information to provide the Aircraft to Pilot. Pilot agrees to the terms and conditions set forth therein.

39. CURRENCY: Pilot must have flown the Club Aircraft within the preceding 60 days to maintain flight proficiency.

40. RECORDS: It is Pilot's responsibility to keep his/her insurance records updated with the current information on their pilot certificate, address, phone number, driver's license

number, credit, card, FAA medical class and date, and flight review date and copies of pilot certificates. Pilot must produce these documents prior to the signing of this Agreement.

41. PRIVACY AGREEMENT: Operator follows strict security standards and procedures to help prevent unauthorized access to personal information, aircraft and airports. Only properly authorized persons may access information Club collects from or about Pilot to conduct business. Additionally, Club safeguards Pilot information in accordance with data security regulations, including personal information received via the Internet. Club may disclose information we collect about Pilot to government, insurance companies, regulatory and legal authorities in response to a subpoena, to prevent acts of terrorism, to comply with an inquiry by a government agency.

Pilot Signature: _____

Print name

Dated: _____

Address: _____

City/State/ZIP: _____

Parent/Guardian Signature: (If Pilot is under the age of 18)

Print name¹

¹ Effective 6-8-2022