



**PHOENIX**  
FLIGHT ACADEMY

### Pilot Information Form

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

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Birth Date: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Birth Place: Country: \_\_\_\_\_ State: \_\_\_\_\_ City: \_\_\_\_\_

Street Address (No PO Box): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Plate No. \_\_\_\_\_ State: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Citizenship: \_\_\_\_\_ Passport # : \_\_\_\_\_ Expiration: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

OR

Birth Certificate: State of Issue: \_\_\_\_\_ Date of Issue: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

#### Insurance Information

**YES NO**

Have you ever had an FAA or DOT certificate or Driver's license suspended or revoked? \_\_\_\_\_

Have you ever had an aircraft accident, incident or FAA violation? \_\_\_\_\_

Has any aviation insurance company cancelled, declined or refused you coverage? \_\_\_\_\_

Have you ever been convicted of or plead guilty to:  
reckless driving; \_\_\_\_\_  
driving under the influence of alcohol or drugs? \_\_\_\_\_

Have you ever been convicted or under indictment for any action involving drugs or narcotics? \_\_\_\_\_

Have you ever been convicted of a felony? \_\_\_\_\_

**Certificates and Ratings Held**

Pilot Certificate #: \_\_\_\_\_ Date Issued: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Last Biennial Flight Review: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

\_\_\_ Private Pilot      \_\_\_ Airplane    \_\_\_ SEL    \_\_\_ MEL    \_\_\_ SES    \_\_\_ MES    \_\_\_ Rotorcraft

\_\_\_ Comm Pilot      \_\_\_ Airplane    \_\_\_ SEL    \_\_\_ MEL    \_\_\_ SES    \_\_\_ MES    \_\_\_ Rotorcraft

\_\_\_ ATP      Expiration: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

\_\_\_ CFI      \_\_\_ Airplane SE      \_\_\_ Airplane ME      \_\_\_ CFII

Medical Class \_\_\_\_\_ Date Issued: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Expiration: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_ Limitations: \_\_\_\_\_

**Flight Experience**                      **Total Time** \_\_\_\_\_

SEL \_\_\_\_\_      Complex \_\_\_\_\_      MEL \_\_\_\_\_      Glider \_\_\_\_\_

CFI Dual Given \_\_\_\_\_      Instrument Dual Given \_\_\_\_\_      ME Dual Given \_\_\_\_\_

Renter's Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_ Expiration: (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Makes and models of aircraft flown (use additional sheet(s) if necessary):

Make/Model	Hours flown
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I, \_\_\_\_\_, certify that all information given is true and correct to the best of my knowledge and belief, and without any withholdings.

Pilot \_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



**PHOENIX**  
FLIGHT ACADEMY

## Rental Agreement

This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PHOENIX FLIGHT ACADEMY LLC, hereinafter "Phoenix", whose place of business is 2050 North 300 West, Hangar 75, Spanish Fork, Utah 84660, USA, and ("Pilot") \_\_\_\_\_, whose physical address is reflected on the Pilot Information Form completed this date, which, by reference is made part and parcel of this agreement.

### 1. Headings not binding

Paragraph headings in this agreement are intended as a convenient means of locating elements of the agreement and are not a binding part of the agreement.

### 2. Pilot liability

Pilot hereby expressly acknowledges and binds Pilot, Pilot's heirs and assigns for the following liabilities to Phoenix:

- a) Service and time charges computed at the current applicable rates for aircraft rental and flight and ground instruction given by Phoenix's contractors.
- b) A sum equal to the to the cost of all damage to rented aircraft, loss or damage to equipment during the rental period, which shall include, but not be limited to, any damage due to not properly securing the aircraft at the conclusion of the rental period, as well as any damage to persons or property caused in whole or in part by Pilot's failure to comply with any Federal, State or Local law or ordinance, the rules and regulations of the FAA or any other Federal agency, the terms of this agreement, the procedures outlined in Phoenix Operating Rules and Regulations, including Phoenix-provided checklists, or by the negligence of the Pilot.

### 3. Payments

- a) Payment is due immediately at the end of the rental/instruction period unless special arrangements have been made and approved by Phoenix management. In no case shall any such special arrangement provide for deferral of payment for more than seven (7) days after the rental/instruction period.
- b) Unpaid rental, cancellation/no-show fees and other balances shall be subject to accrual of finance charges as stated below until paid in full.
- c) Cancellation/no-show charges shall be levied for any rental period not used and not cancelled with at least twenty-four (24) hours prior notice. Such charge shall be at the rate of fifty percent (50%) of the rental rate of the aircraft plus fifty percent (50%) of the instruction rate for the the time period scheduled. If the Pilot shows up late without notifying Phoenix and/or the instructor if one is scheduled, the Pilot may be charged a pro-rated late fee based on the schedule above and the time elapsed in the rental period. In no case shall a cancellation/no-show charge be levied for weather-related cancellations or for maintenance or lack of equipment on Phoenix's part. Example: An aircraft whose rental rate is \$150.00/hr and an instructor whose rate is \$50.00/hr are scheduled for a two-hour block, but the Pilot does not cancel more that 24 hours in advance. The Pilot would be charged 50% of the rental rate for two hours, or \$150.00, plus 50% of the instructor rate for two hours, or \$50.00, for a total of \$200.00 if the pilot does not show.
- d) Pilot's account must remain paid current in order to maintain flying privileges with Phoenix. Pilot may have scheduled reservations removed from Phoenix's schedule if Pilot's account is not paid current.
- e) Pilot accepts full responsibility for all collection fees, attorney fees, court costs, including filing fees, service fees, and any costs associated with collecting any past due amount.

#### **4. Insurance**

- a) Phoenix carries liability, medical, and hull insurance on its aircraft. Liability coverage of \$1,000,000 per incident, bodily injury of \$100,000 per person per occurrence, with a hull damage deductible of \$2,500.00 per occurrence. Pilot acknowledges and accepts full responsibility to reimburse Phoenix the deductible amount for any occurrence deemed to be Pilot's responsibility. Pilot also acknowledges and accepts responsibility to reimburse Phoenix an amount equal to two times the current hourly rental rate for the aircraft involved in any such incident/accident deemed to be Pilot's responsibility for each day, including weekends and holidays, the aircraft is out of service due to such incident/accident, up to a maximum of 90 days, unless the aircraft is deemed to be a total loss and insurance pays the hull value, in which case Pilot will only be responsible for the hull damage deductible stated above.
- b) Pilot acknowledges that in cases of negligence on Pilot's part, or in cases of violation of any rule, regulation or law, Pilot may be responsible for all damages, and that Phoenix's insurance company may exercise its right to subrogate against Pilot.
- c) Pilot agrees to have and maintain in force, at all times when renting aircraft from Phoenix, a renter's insurance policy of at least \$25,000.00. Pilot shall provide Phoenix with proof of insurance prior to renting aircraft from Phoenix, and shall provide Phoenix the name of the insurance company, policy number, coverage limits and effective dates. Such policies are widely available from numerous aviation insurance providers, and Phoenix makes no specific recommendations. Student pilots, pre-solo, need not have renter's insurance.

#### **5. Fuel**

- a) Each aircraft is dispatched with a fuel card that is valid only at the self-service pump at the Spanish Fork Airport. All purchases on that card are for fueling of Phoenix aircraft only. Pilot agrees to return the fuel card along with receipts for any fuel purchased at the end of the rental period. If the receipt printer at the pump does not provide a receipt, Pilot agrees to accurately record on the dispatch sheet the amount of fuel purchased in tenths of a gallon. If fuel is found to be purchased not dispensed into a Phoenix aircraft, Pilot agrees to reimburse Phoenix the cost of the fuel so dispensed at the current price to Phoenix plus a two-dollar (\$2.00) per gallon premium.
- b) Pilot agrees that if it is necessary to purchase fuel other than at the Spanish Fork Airport, that Pilot will pay for that fuel at Pilot's expense at the time of purchase, and Phoenix will reimburse Pilot for such purchase by credit against the rental of the aircraft at the time of return at the end of the rental period. A physical receipt is required for reimbursement.
- c) Pilot agrees to properly calculate fuel required for any intended flight. If Pilot runs out of fuel in flight, except if caused by an obvious maintenance issue, and an off-airport landing or landing that results in aircraft damage occurs, Pilot will be completely responsible for all costs to recover and repair the aircraft.

#### **6. Weight and Balance**

- a) Pilot agrees to be responsible for accurately calculating weight and balance for each intended flight and ensuring that such weight and balance is within the limits established by the aircraft manufacturer.
- b) Pilot shall be responsible for any aircraft damage and/or injury resulting from undertaking a flight where the aircraft weight or center of gravity is outside the established limits.

#### **7. Return of Aircraft at End of Rental Period**

- a) Pilot agrees to return any rented aircraft at or before the end of the scheduled rental period.
- b) Pilot agrees to obtain such preflight briefing as to ensure the intended flight can be safely undertaken, and that the aircraft can reasonably be safely returned by the end of the rental period. If, due to weather-related issues, the aircraft cannot be returned by the end of the rental period, Pilot agrees to safely secure the aircraft and return it to Phoenix as soon as weather permits. Pilot further agrees that should the aircraft be abandoned rather than returned to Phoenix by the Pilot, Pilot shall be responsible for all costs incurred by Phoenix to recover the aircraft, including loss of revenue due to the aircraft not having been returned by the Pilot. Pilot shall also be responsible for any hangar, tie-down, storage or other fees associated with the aircraft not being returned to Phoenix in this situation.
- c) If an unforeseen maintenance issue should arise that causes the rented aircraft to be landed away from the Spanish Fork Airport, Pilot shall immediately notify Phoenix of that situation. Pilot will then be instructed by Phoenix as to any action to be taken to resolve the situation. Pilot shall not have any maintenance performed without direct authorization from Phoenix.

## **8. Maintenance**

- a) Pilot shall not authorize any maintenance to be performed on Phoenix aircraft. Any such authorization will come directly from Phoenix.
- b) Pilot shall report all maintenance discrepancies (squawks) to Phoenix personnel by recording them in the aircraft dispatch book, as well as informing Phoenix dispatch if any discrepancies have been recorded at the end of the rental period or sooner if a serious discrepancy is noted, such as an in-flight issue that results in a premature termination of a flight, whether at Spanish Fork or elsewhere. If assistance is needed, Phoenix personnel will authorize any assistance or maintenance, except in an emergency where such immediate assistance or maintenance is necessary to prevent injury to persons or damage to the aircraft that may result if such assistance or maintenance is not immediately rendered. In such cases, Pilot shall report the discrepancy and any assistance that was necessary to Phoenix personnel as soon as practical.

## **9. Pilot Responsibility for Fees, Fines, Costs Related to Use of Aircraft**

- a) Pilot agrees to pay all fees, such as, but not limited to, landing fees, parking fees, fuel flowage fees, storage fees, fines or other costs related to use of the aircraft during the rental period. This includes any costs that may be levied against Phoenix related to Pilot's use of the aircraft, for which Pilot will promptly reimburse Phoenix.
- b) Pilot agrees to pay any and all costs levied against Phoenix in connection with the collection of any fees or fines as described in a) above. This includes any collection fees, court costs, attorney fees, service fees or other costs related to collection.

## **10. Compliance with Regulations and Regulatory Guidance**

Pilot agrees to comply with all current Federal Aviation regulations and guidance prescribed in the current Aeronautical Information Manual and pertinent FAA Advisory Circulars.

## **11. Emergencies**

- a) Pilot agrees to immediately report to Phoenix any and all accidents or incidents involving Phoenix aircraft under Pilot's control, along with names of any and all known witnesses and involved parties.
- b) Pilot further agrees to be familiar with the reporting requirements of the NTSB concerning aircraft accidents and to comply with those requirements in the case of an accident as soon as practical.
- c) Pilot agrees to provide Phoenix, local authorities, the FAA, and the NTSB any and all information requested regarding Pilot's identification, pilot qualifications and aviation medical qualifications, including, but not limited to copies of any licenses, medical certificates and pilot logbook entries pertinent to the accident or incident and the flight operation undertaken at the time of such accident or incident.
- d) Pilot agrees to do all that is necessary and under his control to protect any Phoenix aircraft involved in an accident or incident from further damage or from damaging other property.
- e) Pilot shall not allow a Phoenix aircraft involved in an accident or incident to be moved until and unless authorized to do so by appropriate authorities and Phoenix. This does not preclude moving an aircraft to effect rescue of an individual or individuals or to preclude causing a further emergency situation. Such movement shall be done in the most expeditious manner to effect rescue or preclude an emergency, but not so as to cause unnecessary further damage.

## **12. Cost of Enforcement**

Pilot agrees to pay all costs incurred by Phoenix to enforce any part of this agreement, including, but not limited to attorney fees, court costs, service fees, and recovery costs

## **13. Hold Harmless**

- a) Pilot certifies that he voluntarily, of his own free will, enters into this agreement and agrees to indemnify and hold Phoenix harmless against any and all claims, liabilities or damages resulting from or in connection with Pilot's use of Phoenix aircraft during any rental period pursuant to this agreement.
- b) Pilot further agrees to be financially responsible for and hold Phoenix harmless from any and all damages caused to Pilot, third parties, personal property, property belonging to third parties and Phoenix aircraft and equipment while in Pilot's control.

**14. Aircraft and Instruction**

- a) Phoenix agrees to provide training aircraft appropriate to the types of instruction and time-building requirements appropriate to a flight school operating under Federal Aviation Regulations, Part 61. Such aircraft shall be maintained in accordance with Federal Aviation Regulations, Parts 43, 61 and 91, appropriate to the types of instruction to be given and the types of operations to be conducted under Federal Aviation Regulations, Parts 61 and 91.
- b) Appropriately rated Flight Instructors shall be provided by Phoenix, who shall be contractors, not employees of Phoenix. Such instructors shall set their own hours of availability, and shall post those hours in a scheduling system operated by Phoenix and available to students.
- c) Phoenix shall designate one Flight Instructor as a Chief Flight Instructor, who shall have the responsibility of overseeing instruction given, as well as interviewing prospective flight instructors and making recommendations to Phoenix management as to the hiring and retention of Flight Instructors.
- d) Phoenix shall provide space for instructors and students to meet for the purpose of ground instruction, as well as pre- and post-flight briefing.

**15. Governing Law**

This agreement shall be construed and enforced under the laws of the State of Utah.

**16. Entire Agreement**

This agreement supersedes any prior negotiations and agreements, either written or verbal, between the parties regarding the issues herein specified, and constitutes the entire agreement between the parties, notwithstanding any further amendments to this agreement later agreed upon between the parties.

**17. Amendment**

This agreement may be amended by agreement between the parties. Refusal of either party to agree to any proposed amendment may render this agreement null and void as of the date of such refusal in writing. No amendment shall be proposed by either party without at least 30 days notice to the other party.

**18. Certification**

By signature hereon, both parties certify that all information and assertions given in this agreement are true and correct to the best of their knowledge and belief.

IN WITNESS WHEREOF the parties have executed this agreement on the date first written above.

Pilot: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

For Phoenix: \_\_\_\_\_  
(Printed Name)

Effective 1 May 2024  
\_\_\_\_\_  
(Signature)