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HERITAGE AIR, LLC

AIRCRAFT RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, Heritage Air, LLC, herein referred to as “Heritage Air” hereby leases to the “Renter” the designated aircraft referred to as the “Aircraft”.

RENTER ACKNOWLEDGEMENTS AND AGREEMENTS

1)

- a) During the time in which Renter possesses and uses the Aircraft, Renter shall assume and maintain full operational control over the Aircraft.
 - b) All Aircraft operations shall be conducted under FAR Part 91 and shall be in strict accordance with the FARs then in effect. “FARs” means the Aeronautics Regulations of Title 14, parts 1 through 399 of the United States Code of Federal Regulations, as amended.
 - c) Renter acknowledges and agrees that the Aircraft is the property or under administrative control of Heritage Air.
 - d) Renter acknowledges that rental of Heritage Air aircraft and aircraft under the administrative control of Heritage Air requires written approval from Heritage Air or the aircraft owner.
 - e) Renter acknowledges that Heritage Air is responsible for maintaining the Aircraft in an airworthy condition.
 - f) Renter acknowledges that he/she will complete a preflight inspection of the Aircraft before each flight to determine that the Aircraft is in condition for safe flight.
 - g) Renter agrees to return the Aircraft to Warrenton-Fauquier Airport at a time scheduled with Heritage Air, weather permitting. Pilots are required to understand legal and personal minimums and not fly in any conditions which exceed FAA guidelines, Heritage Air policy, or the pilot’s capability to fly safely.
 - h) Renter agrees to properly secure the Aircraft after each flight and to secure hangar space for the Aircraft during inclement weather.
 - i) Renter acknowledges that he/she will review and understand the Aircraft logbooks before the first flight of any rental period. If any entries in the logbooks are not understood, Renter acknowledges they will either seek clarification from Heritage Air to meet Renter’s expectations for clarity, or decline to proceed with the Aircraft rental. If Renter shall proceed with Rental upon review of logbooks, it is understood that Renter takes all responsibility for any and all content reflected in the logbook and makes the determination that the Aircraft is safe for use, and that the Renter shall assume the role of Pilot In Command for the duration of the rental period.
- 2) Renter expressly acknowledges personal liability to pay Heritage Air on demand for the following:
- a) Service and time charges computed at the applicable posted rates until the Aircraft is returned to Heritage Air.



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- b) Any loss or damage to the Aircraft, its components, parts, or equipment during the rental period, in excess of insurance payments for the same loss or damage.
 - c) All taxes, assessments, and charges imposed by any national, state, municipal, or other public or airport authority relating to the use or operation of the Aircraft during the time of use of the Aircraft, excluding state registration and FCC licensing charges.
 - d) The amount of any landing and parking fees, tie-down, or hangar charges until the Aircraft is returned to Heritage Air.
 - e) The replacement value of any items rented with the aircraft that are not returned with the aircraft, including but not limited to: headsets, chocks, fire extinguishers, covers, ladders, cowl plugs, and towbar.
- 3) Renter agrees not to tamper with, molest, or attempt to repair any parts of the Aircraft or its accessories, and will contact Heritage Air for instructions upon encountering mechanical or other malfunctions.
 - 4) If the Aircraft is abandoned away from Warrenton-Fauquier Airport, Renter will be charged pilot expenses plus flight time at double normal rates to return the Aircraft to home base.
 - 5) Renter agrees to report any Aircraft damage, accident, or incident to Heritage Air as soon as possible.
 - 6) Renter agrees to cancel a reservation with no less than 24 hours notice. Cancellations due to weather are an exception to this policy - cancellation due to weather being below either Heritage Air policies or pilot safe minimums are allowed up to 1 hour prior without penalty..
 - 7) Renter acknowledges that Heritage Air will charge a minimum of 2.5 hours per day for any multi day rental unless prior arrangements are made with Heritage Air, with the exception of retractable gear aircraft, which carry a minimum of 3 hours per day.
 - 8) Renter acknowledges that Heritage Air will charge a minimum of 2.5 hours for any day in which renter has scheduled a block of 5 or more hours. This minimum charge is increased to 3.0 hours for aircraft with retract gear.
 - 9) Renter acknowledges that Heritage Air's fleet consists of primary training aircraft (C140, C172s and a Piper Cherokee) and advanced cross country aircraft (a Bonanza V-Tail and a C182). Heritage Air reserves the right to reject any solo rental request for a primary training aircraft that unduly impacts the training schedule.
 - 10) Renter agrees to check and verify the aircraft Hobbs time to be correct at the time of rental. Renter shall notify Heritage Air LLC of any discrepancies of Hobbs time prior to the rental and use of the aircraft. Renter agrees that no adjustments to Hobbs time will be made on completion of the rental. In the event of a Hobbs failure, tach time multiplied by 1.3 will be used to compute the rental fees due pursuant to clause 2. Where tach time exceeds Hobbs time, the Hobbs will be presumed to have failed.



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- 11) Renter agrees that the Aircraft shall not be used or operated:
- a) For any illegal purposes.
 - b) In any race, speed test, or contest.
 - c) By any person other than the Renter.
 - d) Outside the borders of the continental United States without written authorization from Heritage Air.
 - e) To carry passengers or property for compensation or hire.
 - f) For any flight which the Renter is not properly rated or certified.
 - g) For instruction by any person not under contract with Heritage Air, except by advance written agreement.
 - h) To transport any pet(s) and/or other animal(s) in the Aircraft, except by advance written agreement for each specific instance.
- 12) Renter, by affixing his signature hereon, does agree to follow the Heritage Air flight operations safety rules, transient maintenance policies, emergency maintenance procedures, insurance provisions, accident requirements, and aircraft care as stated below:

12.A - FLIGHT OPERATIONS SAFETY RULES

- a) Certification – Renter must hold and maintain during the entire rental period, a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The Renter will fly the aircraft from the left seat (unless checked out to fly from the right seat) and he/she will be responsible for the aircraft and its operation at all times.
- b) Proficiency - Renter must have flown an aircraft of the same category and class as the scheduled aircraft within the preceding 90 days. If night flight is planned, Renter must have flown an aircraft of the same category and class within the preceding 90 days at night. If Renter has not flown an aircraft of the same category and class within the preceding 90 days, Renter agrees to complete a proficiency check with a Heritage Air flight instructor in the scheduled aircraft or an aircraft of the same category and class.
- c) Currency – Renter must provide evidence of a current biennial flight review, medical certificate, and aircraft checkout by a pilot designated by Heritage Air.
- d) Preflight – Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's recommended pre-takeoff, cruise and pre-landing checklists. Heritage Air will provide a suitable checklist in each Aircraft for this purpose.
- e) Weather – Renter shall plan to operate the aircraft only when the present and forecast weather indicates VFR conditions local and en route (ceiling of at least 3,000 feet and visibility 5 miles or greater) unless Renter is instrument rated, current for IFR, and specifically approved by Heritage Air for IFR flight.
- f) Take-off and landing area – No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with PAVED runways of no less than 2,000 feet without written authorization from Heritage Air.



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- g) Physical conditions – Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as liquor, tranquilizers, and sleeping aids.
- h) Aircraft with Retractable Gear - Renter takes any and all responsibility for the correct and safe use of the retractable gear, and any consequences of which may arise from failing to use it, including acknowledgement of the presence of an emergency gear deployment mechanism.
- i) Engine Operations - Renter agrees to operate the aircraft with respect to the prescribed maximum velocity, power, rpm, prop, and manifold pressure settings.

12.B - TRANSIENT MAINTENANCE POLICY - The following policies regarding the level of reimbursement for repairs while the aircraft is away from the Warrenton-Fauquier Airport (KHWY) will apply should a mechanical or structural failure occur.

- a) In the event of a mechanical or structural failure of the aircraft, notify Heritage Air of the problem immediately. If maintenance personnel are not available, leave your name, aircraft number and telephone number where you can be contacted.
- b) Do not authorize any repairs to be made to the aircraft without express permission from Heritage Air. Failure to do so could result in the Renter being responsible for a portion of the bill.
- c) Heritage Air will not reimburse the Renter for any overtime charges, call-out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.
- d) Heritage Air will reimburse the Renter for fuel purchases, up to current listed Warrenton-Fauquier price, provided that the Renter presents a fuel receipt from the place of purchase that shows the date, the plane's tail number, the number of gallons, and price purchased.
- e) All repairs and fueling will be made by properly licensed facilities and personnel or use of a properly licensed self-fueling station on airport grounds.

12.C - NOTICE OF INSURANCE COVERAGE Heritage Air hereby gives notice that:

- a) Renters are insured under a policy or policies of insurance provided by the undersigned operator, Heritage Air, and providing liability coverage in the following amount: \$1,000,000.00 each occurrence. Renters are insured under a policy or policies of insurance provided by Heritage Air for a single limit including \$100,000.00 per occurrence for Bodily Injury. Note that insurance coverage for student pilots does not cover liability for any passengers, except during dual flight instruction or for an FAA Designated Flight Examiner during the practical flight test.
- b) Student pilots may not carry passengers except as stated in 12.C.a) above. Carrying of "silent" Flight Instructors (flight instructors not providing dual instruction) during any solo flights violates both FAA requirements for logging solo flight (14 CFR para 61.87 is explicit that solo means the student pilot is the sole occupant of the aircraft) and the terms of the insurance policy provided by Heritage Air and as such is expressly prohibited.



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- c) AIRCRAFT PHYSICAL DAMAGE INSURANCE - Heritage Air's insurance company has a deductible of \$2,500 which will be the responsibility of the renter to pay to Heritage Air. Renters shall be required to post the full amount of this deductible in the form of a credit card authorization or presentation of a supplemental insurance policy with neither exclusions nor covenants that shall impact the policy's ability to act as primary payer against any and all claims against the full deductible amount.
- d) SUBROGATION - Heritage Air's insurance company has full rights to subrogate against Renter for any payments it may be required to make on account of any damage or loss arising out of Renter's operation of the aircraft. It is strongly recommended that Renter carry insurance to protect Renter partially or to fully to cover this possibility. A "Non Owned Aircraft" Insurance Policy from an insurance company protects Renter in situations where Renter may be found liable under the law for personal injury and/or property damages, including damage to the aircraft itself.

12.D - ACCIDENT/INCIDENT REQUIREMENTS - In the event of an accident or incident involving the Rental Aircraft, Heritage Air will review each accident or incident. During this review period Renter's flight privileges shall be suspended. Prior to reinstatement of flight privileges, Renter may be required to take additional training as deemed necessary by Heritage Air. All cost of additional training shall be the responsibility of the Renter. In the event of an accident or incident involving the Rental Aircraft, Renter shall act according to the tenets of NTSB Part 830; including, but not limited to, compliance with the following:

- a) Seek to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
- b) Notify and cooperate with the proper federal, state, and local authorities.
- c) Report the event to Heritage Air as soon as possible.
- d) Record the names and addresses of any witnesses to the accident or incident.
- e) Prepare and file the required and appropriate forms.

12.E - AIRCRAFT CARE - Renter shall exercise due care for the protection of the Rental Aircraft, including compliance with the following provisions:

- a) Never leave the Rental Aircraft untied and unattended. If it is necessary to leave the Rental Aircraft, at least two tie-downs must be properly attached to appropriate moorings, and the control column lock must be installed. Use chocks when parking on a ramp that does not have tie downs.
- b) Never push on the tail to move the Rental Aircraft. Always use the tow-bars to assist in moving the Rental Aircraft. Tow-bars are to be stored in the baggage compartment.
- c) Smoking is prohibited in Heritage Air Rental Aircraft at all times.
- d) Windshields must be cleaned as needed with an approved plexiglass cleaner after each flight. No abrasive pads or cleaning products may be used, and any evidence of use of such products shall immediately forfeit Renter's security deposit and potentially result in a subrogated insurance claim against the Renter for any and all repairs necessary to restore the windshield to its prior condition.



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- e) Oil level must be checked prior to flight, with minimum oil levels required prior to departure.
- f) Regardless of whether the aircraft is stored in a hangar or outside on a ramp or covered area, the Renter agrees to secure the aircraft against theft, inclement conditions and bird nesting, by ensuring to close all windows, to lock the aircraft and to install all such covers including cowl plugs and tail-cone covers, pitot tube covers, and, if given one, an approved cover.
- g) Renter agrees if the Aircraft leaves the taxiway, runway, or paved surface for any reason during taxi, takeoff, or landing phase, the Renter will IMMEDIATELY stop the engine and WILL NOT proceed to move the Aircraft until Heritage Air personnel or any such personnel as designed by Heritage Air have inspected the Aircraft and assisted in positioning the Aircraft back on the taxiway, runway, or paved surface, unless the aircraft must be moved for reasons of safety or prudence in which case the minimum unpowered movement will be made necessary for safety or to restore the airport to operations. Heritage Air will NOT pay for any damages incurred if the Renter neglects to follow the above procedure.

13) **DISCLAIMER OF WARRANTIES:** Renter hereby acknowledges that Heritage Air is not the manufacturer of the Aircraft, or the manufacturer's agent, and that **HERITAGE AIR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.**

14) Renter agrees to release, indemnify, and hold Heritage Air, its members, managers, officers, and employees harmless from and against any and all liabilities, damages, business interruptions, 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 in which Renter possesses the Aircraft, arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition of this Rental Agreement, or arising by any act or failure to act on the part of the Renter. Heritage Air shall not be liable for its failure to perform under this Rental Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting there from, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Heritage Air's reasonable control.

15) Renter hereby agrees that under no circumstances shall Heritage Air be liable for indirect, consequential, special, or exemplary damages, whether in contract or in 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 the Aircraft under this Rental Agreement.

16) Renter agrees to reimburse Heritage Air for any and all costs, expenses and reasonable attorney's fees incurred by Heritage in the event suit is instituted by Heritage Air against the Renter to



™ recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money damages or costs. Heritage Air and Renter expressly agree that any and all suits shall be governed by Virginia law. Heritage Air and Renter expressly agree that Virginia shall be the forum for any legal proceedings by and between the Renter and Heritage Air and that any and all suits shall be filed and venued/lodged in Fauquier County, Virginia.

17) Renter acknowledges and agrees that if Renter defaults in the performance of any of his/her obligations under this Rental Agreement, Heritage Air, at its option, and without further notice, has the right to terminate this Rental Agreement and to repossess the Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by Heritage Air of either or both of the rights specified above shall not prejudice Heritage Air's right to pursue any other remedy in law or equity. Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any federal, state or local law or regulation, or is operated outside the scope of this Rental Agreement, appears to be abandoned or if Renter gave false or misleading information at time of rental.

18) Terms of Agreement. This Agreement commences on the date stated hereafter and continues in full force and effect thereafter and applies to all aircraft rentals by Renter after the date hereof unless modified in writing by agreement of the parties.

19) Truth in Leasing.

THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION ADMINISTRATION REGULATIONS.

FOR OPERATIONS CONDUCTED UNDER THIS RENTAL AGREEMENT AND DURING THE DURATION OF THE RENTAL PERIOD THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER FAA PART 91 IN AN AIRWORTHY CONDITION INCLUDING ANNUAL INSPECTION INTERVALS AND ANY OTHER CALENDAR OR HOURLY INSPECTIONS CONSIDERED CRITICAL TO FLIGHT SAFETY.

RENTER AND NOT HERITAGE AIR SHALL BE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS RENTAL AGREEMENT. RENTER SHALL BE THE PERSON RESPONSIBLE OPERATIONAL CONTROL OF THE AIRCRAFT.

AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE.



I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS RENTAL AGREEMENT.

Dated this _____ day of _____, 20_____.

Signature of Heritage Air designee

Renter Signature

Printed Name of Heritage Air designee

Renter Printed Name