

Rental Agreement

Flight School Safety & Rental Policy and Procedures

Date: _____

Name: _____

Pilot's Certificate #: _____

Signature: _____

As a condition precedent to renting airplanes of the Brandywine Flight School ("BFS") at any time now or in the future, I have read, understand and agree to abide by all current procedures and policies (as represented herein and as updated periodically). I understand and agree that

- I am legally and financially responsible for damages resulting from my failure to adhere to the following procedures and policies.
- I will not allow anyone other than myself to operate rented aircraft.
- BFS may decline to rent to me if I fail to adhere to the following procedures and policies.
- BFS only rents airplanes on the condition that the following policies and procedures are completely understood and agreed to by me.
- This agreement is in effect for as long as I rent airplanes from BFS.
- Solo student pilot touch and goes are PROHIBITED
- Licensed pilot touch and goes on runways less than 3,500 feet are PROHIBITED

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Highlights

STAY OUT OF GRASS FIELDS!!!

All aircraft are to be returned on time with

- **Sqwaks, Hobbs and Tach duly noted on clipboard**
- **Master switch off, control lock installed, fuel selector turned up hill,**
- **Tied-down, pitot cover on, cowl covers on & in a presentable manner (please remove your trash). Cause damage to the plane or another's property? You pay.**

No aircraft will be rented to ANY pilot or student pilot without a complete checkout with all applicable paperwork on file.

If you damage the aircraft or property you pay for damages.

Winds: Solo student flights NOT approved if the wind/gusts are reported or forecast to be in excess of 12 knots or when a crosswind component greater than 10 knots exists, or is forecast to exist. Dual flights are at the discretion of the instructor. NEVER: No BFS Inc. airplane may begin a flight, dual or PIC, when the surface wind or gusts are reported or forecast to be greater than 25 knots. Additionally, no BFS Inc. airplane may begin a flight when surface winds (considering wind speed and direction) are reported or forecast to be in excess of the published crosswind component for that airplane.

Master switch left on? You will be charged for recharge, and potentially for lost use of aircraft.

No night time rentals will be permitted without a night time check out with a BFS Flight School instructor, and without an Instrument Rating. NOTE: 90 day currency (FAR 61.57 c,d) will be enforced both day and night.

All eligible pilots who do not fly at BFS. within 90 days will be required to be re-checked (Student pilots will be required to have a re-check to fly solo within 30 days).

Rental pilots returning after business hours will be required to have a credit card on file and make arrangements for a key drop.

Student and rental pilots are required to secure "Non-Owned Liability" and "Non-Owned Hull" insurance coverage. The required minimum coverage for *Bodily injury and Property Damage Liability* are \$25k/each person, \$250k/property damage and \$250k/each accident. The required minimum coverage for *Aircraft Damage Liability* is \$5k. Such coverage is available through various insurance companies.

It is the responsibility of the rental pilot to pay for the recovery of any BFS aircraft not returned due to weather or any other circumstances.

Fuel will be credited up to current New Brandywine Airport prices. No landing fees will be paid by

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BFS.

Weather Minimums for Rental and Training in BFS Inc. Airplanes

Operation of BFS Inc. airplanes for VFR training or rental will be permitted only-when at least the following meteorological conditions exist, and are forecast for the duration of the proposed flight:

Type of Training	Minimum Ceiling	Day Visibility	Night Visibility
Student Dual-Local	2,000 ft.	5 miles	5 miles
Student Solo-Local	3,000 ft.	5 miles	N/A
Student Dual-CX	2,500 ft.	5 miles	5 miles
Student Solo-CX	4,000 ft.	5 miles	N/A
Rental - Pattern	2,000 ft.	5 miles	5 miles
Rental- Local/CX	Per FAR's	Per FAR's	Per FAR's

IFR

IFR flying by a licensed pilot without a BFS instructor aboard is not authorized without express prior written permission !

Surface Winds

Solo student pilot flights will not be approved when the wind/gusts are reported or forecast to be in excess of 12 knots or when a crosswind component greater than 10 knots exists, or is forecast to exist.

Dual flights are at the discretion of the instructor. However, no BFS Inc. airplane may begin a flight, dual or PIC, when the surface wind or gusts are reported or forecast to be greater than 25 knots. Additionally, no BFS Inc. airplane may begin a flight when surface winds (considering wind speed and direction) are reported or forecast to be in excess of the published crosswind component for that airplane.

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Procedure for Start Up and Taxiing on the Ramp

1. A preflight inspection will be made as directed by the approved Pilots Operating Handbook (POH) prior to every flight.
2. In the event the airplane needs fuel, contact Brandywine Unicom on 123.075, or ask inside the FBO. Oil should be taken from the flight school supply and recorded on the Oil Inventory Sheet.
3. A voice call and visual inspection of the area should be made before the starter is engaged. The word "CLEAR" should be shouted so that persons within 25 ft. of the airplane will hear the call. Always allow 5 seconds after the call before engaging the starter. This will allow persons in the effected area to take proper action.
4. A fire extinguisher is available in a convenient location to be used in an emergency.
5. When an airplane engine is operating, no person may enter or exit that airplane except in an emergency.
6. After the engine is operating, the pilot will reduce the RPM to a minimum idle speed as recommended by the POH or at a minimum RPM that allows smooth engine operation.
7. During taxiing, use a minimum engine RPM that will allow the desired taxi speed. Use of a power setting that requires the constant application of brakes to maintain the desired speed will be viewed as abuse of the equipment. Equipment abuse may result in the suspension of future equipment rental.
8. All taxi maneuvers will be along painted taxi stripes when available. The pilot will assure adequate space to clear all aircraft, buildings, obstructions, and vehicles. In congested areas, taxi speed will be at a walking pace. In open areas, taxi speeds may be at a joggers pace. Extreme caution will be exercised when taxiing or operating near other aircraft.
9. The airplane's flight controls will be placed in the recommended position during taxi whenever any surface wind is present.

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Fire Precautions and Procedures

1. No smoking in or within 50 ft. of any BFS Inc. airplane.
2. During preflight and postflight inspection, special emphasis will be placed on locating any fuel, oil or hydraulic leaks.
3. In the event of a fire during the engine start up, the PIC will follow the procedures published in the Pilot's Operating Handbook for that airplane.
4. It is the responsibility of the PIC of any BFS Inc. airplane to be familiar with the fire prevention and control practices published in the POH for that airplane.

Airplane Discrepancies

1. Airplane mechanical or avionics discrepancies that are discovered before, during or after a flight will be reported to BFS Inc. management as soon as practical. The PIC is responsible for determining if a flight is safe and legal to depart with the noticed discrepancy, per FAR's.
2. Each student, instructor, or renter pilot will record all discrepancies (even minor items) on the airplane "Squawk" sheet found on the clipboard for that plane.
3. In the event a discrepancy arises while the airplane is away from Brandywine Airport, the student or renter must call BFS Inc. at (610)696-8664, to receive authorization to contract maintenance. *Remember: The Pilot in Command has the final decision on the safety and continuation of the flight.*
4. Should the recorded time on the Hobbs meter or tachometer be different from the time recorded on the airplane clipboard, the student or renter must call this discrepancy to the attention of the management. Failure to do so will result in charges being computed by the numbers that are recorded on the clipboard.

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Fuel Reserve Requirements

1. No BFS Inc. airplane may begin a flight (dual or PIC) with less than 50% of its usable fuel on board.
2. Unless restricted by weight and balance requirements, each airplane that departs on a cross-country flight will have the maximum fuel load on board.
3. All training and rental flights will be planned so that a minimum of one hour of reserve fuel (computed at 75% cruising power) is onboard at all times. This requirement applies to all VFR and IFR flights.
4. The failure of any student or renter to abide by the company's minimum fuel reserve requirement may result in suspension of future equipment rental.
5. Whenever fuel, oil, or other fluids are purchased away from Brandywine Airport, it is the responsibility of the student or renter to pay for those services. The student or renter should present a receipt showing the airplane number, the services provided, and the price upon return to BFS Inc. The amount of acceptable purchases will be deducted from the rental bill. BFS Inc. will NOT pay for hangar, landing or parking fees, de-ice, preheat, or other such services. Also, BFS Inc. will not pay for fuel in excess of the current price per gallon at Brandywine Airport.

Collision Avoidance

1. When operating on the ground, the PIC will assure that the airplane maintains adequate clearance from all persons, aircraft, vehicles, or obstructions at all times.
2. No BFS Inc. airplane will be operated within 1,000 ft. of another aircraft in flight.
3. Whenever flight maneuvers, common to pilot training, are performed, a series of clearing turns will be made to locate and avoid other aircraft. Clearing turns will require at least 90 degrees of heading change in each direction. The bank angle will be steep enough to permit locating traffic that is directly above or under your airplane. Clearing turns will be made prior to the start of each maneuver.
4. During VFR cruising flight above 3,000 AGL, the hemispherical cruising altitudes will apply. During VFR climbs and descents while on an airway, the pilot will fly to the right side of the airway.
5. A standard left-hand traffic pattern will be used at all times when operating from a non-controlled airport unless another type of traffic pattern is published.
6. The aircraft right-of-way rules per FAR 91.113 apply at all times.

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Cross Country Policy

1. While at another airport, the PIC is responsible for determining that the airplane is properly secured and serviced. This includes tie-down, wheel chocks, and control locks.
2. If unforeseen weather conditions prevent a return to Brandywine Airport at the scheduled arrival time, the PIC will contact BFS Inc. at 610-696-8664 and advise. Delays for reasons other than maintenance and weather will result in an additional charge to the student or renter pilot. You are responsible for the timely return of the airplane to its home base at Brandywine Airport.
3. Most BFS Inc. airplanes have a three (3) hour per day rental minimum if the airplane is in your possession for more than eight (8) hours. On holidays and weekends, the minimum may be higher. Each case must be decided by management prior to the scheduling of the airplane.
4. It is strongly suggested that any PIC flight of more than 50 nautical miles, or in the case of a student pilot, 25 miles from the last point of departure, have a flight plan on file with an FAA Flight Service Station.
5. Student pilots flying solo are not authorized to perform touch and goes. Full stop landings ONLY if you are a student solo pilot. Licensed pilot touch and goes are prohibited on runways less than 3,500 feet in length.

Additional Solo Cross Country Policy for Student Pilots

1. In addition to the above, the following policy applies to student pilots. A student pilot is the holder of a student pilot certificate and is conducting the flight as the sole occupant of the airplane.
2. No student pilot may depart on a cross-country flight unless:
 - a. The preflight planning and pilot qualifications have been reviewed by a BFS Inc. instructor and endorsements have been placed in that student's logbook. Required endorsements include a current 90 day endorsement and also sign-offs for each airport of landing.
 - b. The weather minimums described on page 1 of this booklet are met and are forecast to remain at or above those described.
 - c. Again, it is highly recommended that a flight plan is filed with Flight Service, and a copy of the flight plan be left at BFS Inc.
 - d. The student must have a means of paying for services that might reasonably be expected. i.e. fuel, oil, telephone, lunch, etc.
 - e. The planned flight will return to Brandywine Airport at least one (1) hour before official sunset.
3. Any student who makes a landing at an airport other than the intended destination MUST call BFS Inc. at 610-696-8664 to receive authorization to depart that airport. *Failure to receive authorization prior to departure will result in a violation of Federal Aviation Regulations and will be grounds for suspension of future equipment rental.*
4. Student pilots are not permitted to schedule an overnight flight.

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Minimum Altitudes and Simulated Emergencies

1. Except for takeoff and landing at public airports, no BFS Inc. airplane may be operated below 500 ft. AGL.
2. Simulated emergency landings will be conducted only during dual flight instruction and may not descend below 500 ft. AGL.
3. Solo simulated emergencies of any type will not be conducted.
4. Ground reference maneuvers will be conducted at altitudes of 500 ft. AGL or more in open or sparsely populated areas only.
5. All BFS Inc. airplanes must at all times, adhere to FAR 91.119 which addresses minimum altitudes for aircraft operations.

Actual Emergency Situations

1. Actual emergency situations will be dealt with in accordance with the POH, applicable Federal Regulations, and accepted good operating practices.
2. Any emergency situation will require immediate notification to the management of BFS Inc. at 610-696-8664.

Securing of Airplanes

1. At the completion of any flight and at any location, all BFS Inc. airplanes will be secured in a manner consistent with the manufacturer's recommendations and good operating practices. This will include control locks, tie downs, wheel chocks, airplane covers, pitot tube cover on, and master switch "off". Any BFS Inc. airplane that is damaged or causes damage to another's property due to improper securing will be the responsibility of that renter or student.
2. Failure to turn off the master switch will result in a \$30.00 fee for lost service and recharging of the battery.
3. All pilots are required to remove any trash or discard items from the interior of the airplane at the time of check in. BFS Inc. is not responsible for personal items left in the airplane.

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Damage to Airplanes or Other Property

1. A student or renter pilot is responsible for any airframe, power plant, propeller, avionics, interior damage and damage to another's property caused by his/her negligence.
2. All BFS Inc. airplanes have a \$1000.00 - \$2500.00 deductible for liability insurance. This deductible is the responsibility of the renter, or solo student pilot. Student pilots would not be responsible for this deductible while on dual instruction flights, unless there is evidence of gross negligence.
3. BFS Inc. requires that all renter/solo student pilots carry their own insurance. Brochures about this service are available at the flight school.
4. Student or renter pilots will be charged for misuse of the equipment. Misuse of equipment includes, but is not limited to the following:
 - a. Skidding a flat spot on the tires by unwarranted sudden or heavy braking.
 - b. Use of excessive power during taxi, requiring heavy and constant application of brakes.
 - c. Locking a wheel brake to pivot the airplane into a tie down spot.
 - d. Landing nose low so as to damage the nose tire.
 - e. Starting airplanes with the avionics master/radios on.
5. Aircraft are rented in good mechanical condition and renter agrees to return rented aircraft and its equipment (avionics, etc.) in the same condition as when received, ordinary wear and tear excepted. Renter will not use rented airplanes for the transportation of passengers or property for hire. No instruction without BFS personnel aboard is permissible. Renter agrees to properly secure aircraft when not in use (including: gust lock inserted, Master off, wings and tail tied down, pitot and cowl covers inserted, doors locked).
6. Renter expressly acknowledges personal liability to BFS on demand:
 - a. Service and time charges computed per current BFS rental rates.
 - b. A sum equal to all damages to the aircraft, and in the event of any damage to the aircraft's avionics or other equipment, the replacement value thereof, or the cost of repair if such cost does not exceed the replacement value.
 - c. A sum equal to all losses sustained by BFS as a result of BFS's loss of use of the aircraft during the period of time required to repair the aircraft, and any diminution of value market value of the aircraft as a result of any damage to the aircraft.
 - d. Above sums may be reduced by the amount if any paid to BFS by applicable insurance policies.
 - e. Renter is responsible for all damage - be sure your rental insurance is current!
7. Any accident or incident must be reported to BFS as soon as possible.
8. Renter agrees that no person other than the renter will operate BFS aircraft.

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Cancelation/No Show and Late Policy

BFS Inc. is implementing a new Cancellation and No Show Policy to emphasize that our instructors are paid professionals and should be given the courtesy as such. A 12 hour cancellation notice is now required for all flights with the obvious exception of inclement weather issues. If adequate notice is not given, the student or renter will be charged a \$25/hour aircraft fee for renters, and \$25/hour aircraft fee plus a \$15/hour instructor fee for students who miss a lesson. These fees would not apply if we are able to fill the slot with another student/renter, or if there is an emergency, illness, or inclement weather. The same policy will stand for "no shows".

This amount will be invoiced and no further flights may be taken until payment in full is received.

If a student is late for a lesson, they will be charged for the instructor's time according to when the lesson was scheduled to begin.

BFS Inc. must emphasize the fact that our instructors do not receive compensation to sit at the flight school, only while they are instructing. Other paid professionals charge fees for canceled and missed appointments, and we are merely trying to demand the same respect for our staff of professionals. We appreciate your cooperation in this matter.

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Additional Information about BFS Inc. Policy

Payment for Services Rendered

Payment for flight time, instructor services, ground school, or supplies is expected in full at the time or receipt. Any service offered by BFS Inc. may be paid by cash, check, visa or MasterCard. Discounts are offered for payments made by cash or check. A returned check fee of \$25/occurrence is in effect at all times. Flights that are to return after hours are required to leave either a credit card on file, cash, or check with the flight school. Total hours used will be calculated the following day and the total invoice amount will be communicated to the PIC via telephone.

BFS Inc. Check-out Policy

First time renters are required to present their pilot certificate and current medical for photocopying. A signed, completed pilot check out record, rental policy and rental quiz must also be presented for flight school documentation. Additionally, a copy of applicable logbook endorsements and BFR's need to be included in our file. If night or instrument privileges are requested, currency must be shown in those areas. In the event currency requirements are not met, a BFS Inc. staff instructor will help you fulfill the requirements you need to conduct your planned flight. BFS Inc. requires a prospective renter to demonstrate aeronautical knowledge, airplane systems, and pilot skills to at least the level of the certificate you now hold. The POH for your airplane is available to help you answer questions about the airplane and its systems. If you are current in the category and class you are renting, expect about 60 minutes of flight time for the check-out.

90 Day Currency Requirement

BFS Inc. insurance requires that all persons renting an airplane, must have flown that make and like model from our rental fleet within the past 90 days. In the case of a student pilot renting for a solo flight, you must have flown that make and model within the past 30 days with an instructor. If your currency has lapsed, a few trips around the pattern should be all you need to fulfill our insurance requirements. Thank you for your understanding.

All pilots must abide by Federal Aviation Regulations. BFS Inc. reserves the right to revoke rental privileges.

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Rental Requirements

All Pilots are required to possess the Pilot Operators Handbook for each aircraft they fly.

The following are the requirements for BFS Inc. aircraft rental/solo checkouts:

C172R N2746C

Pilot must be appropriately rated and current with a minimum of 3 hours in the make and model aircraft. Aircraft must have been rented from BFS Inc. within the past 90 days.

C172S N5291W

Pilot must be appropriately rated and current with a minimum of 3 hours in the make and model aircraft. Aircraft must have been rented from BFS Inc. within the past 90 days.

PA28-161 N83993

Pilot must be appropriately rated and current with a minimum of 3 hours in the make and model aircraft. Aircraft must have been rented from BFS Inc. within the past 90 days.

DA40-180 N742DS

Pilot must be appropriately rated and current with a minimum of 5 hours in the make and model aircraft. Aircraft must have been rented from BFS Inc. within the past 90 days.

Night rentals

Pilot must be in compliance with above requirements and also hold an *Instrument Rating*. Aircraft must have been rented from BFS Inc. within the past 90 days.

Student pilots must have flown with in an instructor within the past 30 days in order to fly solo.

**The instructor will have the final say on the student/renter capability. The above requirements are all minimums and are subject to the discretion of the flight instructor doing the checkout. BFS Inc. reserves the right to cancel any flight at our discretion.*

Student and rental pilots are required to secure "Non-Owned Liability" and "Non-Owned Hull" insurance coverage. The required minimum coverage for *Bodily injury and Property Damage Liability* are \$25k/each person, \$250k/property damage and \$250k/each accident. The required minimum coverage for *Aircraft Damage Liability* is \$5k. Such coverage is available through various insurance companies.

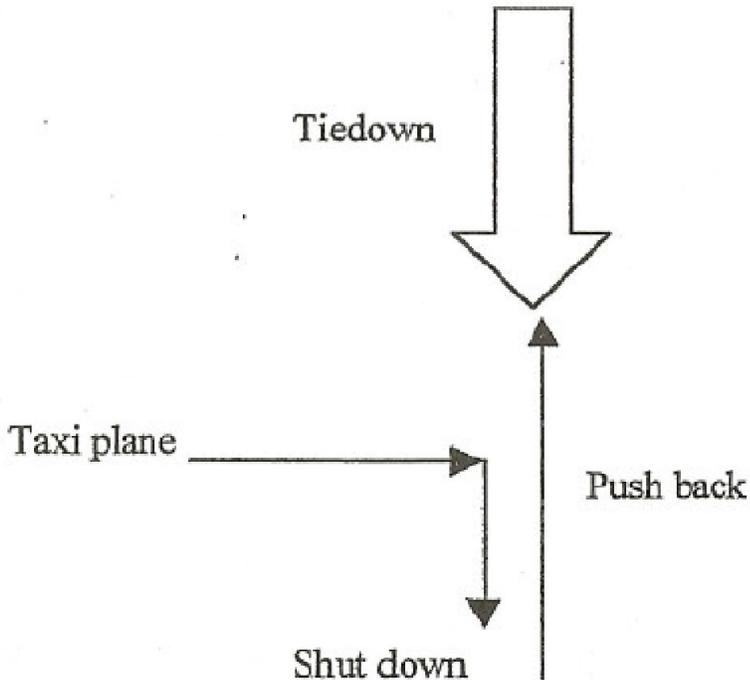
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Shutdown/Tie Down

Please be advised that the attached parking arrangement is in effect for all flight school planes. Please try to adhere to the assigned tie down for your rental plane.

Additionally, when parking BFS Inc. flight school aircraft, the following shall apply:

- Always complete a 90 degree turn and push back the airplane.
- Do not pull through to a tie down space.



You are responsible for any damages to the aircraft at rest, and while in motion. This includes damage to another's property. Please use the above procedures when shutting down and securing aircraft, in order to prevent any damages and unnecessary wear and tear.

Airport Information

Brandywine Airport - OQN
Traffic Pattern Altitude (TPA)--1500' MSL (Mean Sea Level)

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Airport Elevation--465' MSL

