

Pilot and/or Student Information

FULL NAME (FIRST MIDDLE LAST): _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PRIMARY PHONE NUMBER: _____

E-MAIL: _____

DRIVERS LICENSE or ID NUMBER: _____ STATE ISSUED: _____

UNITED STATES CITIZEN: YES NO DATE OF BIRTH: _____

EMERGENCY CONTACT: _____ PHONE NUMBER: _____

*Please provide Painted Rock Aviation with copies of identification cards.

FLIGHT EXPERIENCE

CERTIFICATES AND RATINGS HELD:

 STUDENT PRIVATE COMMERCIAL ATP CFI CFII MEI _____

CERTIFICATES NUMBER: _____ LAST FLIGHT REVIEW DATE: _____

LAST IPC (IF APPLICABLE) *: _____

LAST MEDICAL CERTIFICATE (DATE): _____ CLASS: _____

TOTAL TIME:	ASEL:
AMEL:	INSTRUMENT:
COMPLEX AIRPLANE:	HIGH PERFORMANCE:
PREVIOUS 90 DAYS:	PREVIOUS 12 MONTHS:

*Please provide Painted Rock Aviation with copies of all certifications.

CREDIT CARD

FULL NAME (AS IT APPEARS ON CARD): _____

CREDIT CARD #: _____ EXP: ____/____ SECURITY CODE: _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

I, _____, hereby authorize Painted Rock Aviation to charge my credit card for any services rendered by Painted Rock Aviation in the form of flight training, fuel, Pilot supplies, or anything other expense pertaining to the flight or to flight training expenses. I understand that this authorization will continue until revoked by myself in a written notice delivered to Painted Rock Aviation.

SIGNATURE: _____ DATE: _____

Initials: _____



AIRCRAFT RENTAL AGREEMENT

The Pilot and/or Student Information form, the Aircraft Rental Agreement, and the Covenant Not to Sue, Assumption of Risk, and Release of Liability Agreement are collectively referred to herein as the AGREEMENT ("AGREEMENT"). The AGREEMENT is made this _____ day of _____, 20____ by and between Painted Rock Aviation (referred to herein as "PRA") whose address is 4562 E. Mallory Circle #118, Mesa, AZ 85215, and _____ Student Pilot, Private Pilot, Commercial Pilot, Flight Instructor, ATP, and/or Renter (referred to herein as "Pilot") whose address is _____.

This AGREEMENT provides information to all individuals renting aircraft from PRA and governs the rental of aircraft and rendering of other services by PRA to Pilot. In consideration of the mutual covenants contained herein and other valuable consideration, the PRA and Pilot hereby agree as follows:

I. Memberships and Clubs. All of these memberships will require a check out by an authorized PRA Instructor. Payments for the Platinum Club and Gold Club will be do at the beginning of each month of intended use. There are various memberships available with different tiered pricing points see below:

<u>Membership levels</u>	<u>Simulator Hours</u>	<u>Membership fee per month</u>	<u>Hourly Rental Dry SR20's</u>	<u>Hourly Rental Dry SR22Ts</u>
Non-Member	0	\$0	\$170	Not Available
Gold Club	2/mo.-No roll over	\$200/mo.	\$155/\$135	\$345
Platinum Club (Limited number of Memberships available)	Unlimited	\$1450/month to month \$1200/mo.* \$1000/mo.**	\$120	\$150

* 6-month payment=\$14,400 paid in full

**12-month payment=\$12,000 paid in full

***ALL Block time rates are posted on the website and subject to change.

a. Non-Member. This membership level offers the following:

1. Access to flight schedule and reservations only within 7 days.
2. No free Sim time.
3. No discount pricing except block time.

b. Gold Membership. This membership level offers the following:

1. Access to flight schedule and reservations within 7 days and beyond **Only on SR20s.**
2. Not allowed to schedule SR22T further than 7 days out.
2. Two hours of Sim time each month. No Roll over.
3. Discounted Hourly rates.
4. No more than 1 overnight rentals allowed.

c. Platinum Membership. This membership level offers the following:

1. Access to schedule ALL aircraft and reservations within 7 days and beyond.
2. Unlimited free Simulator time.
3. Only Platinum has Priority over all memberships within 2 days of bookings. Meaning bookings for all other members can be canceled if Platinum Members needs the plane. Cancellations will go through PRA management.
4. Daily minimums waived for 2 overnights. More than 2 overnights will need approval.

Initials: _____

II. Payment. Payment is due when services are rendered, or by the end of each week, depending on customer accounting. PRA accepts all forms of payment (cash, check, Venmo, Zelle, Quickbooks, etc.) All checks returned for "insufficient funds" will incur a service charge in the amount of \$50.00 per check in addition to the cost of services rendered.

- a. **Unpaid Rental/No Show Fees/Other Balances.** The pilot authorizes PRA to charge unpaid rental, no show fees (\$100), and other balances listed in this agreement.
- b. **Memberships and clubs.** Memberships will be due at the beginning of the month. You will need to cancel 5 days prior to the start of the next billing cycle. To setup/cancel memberships send email to paintedrockaviation@gmail.com or text 480-330-5715.
- c. **Block time payments.** ANY sale or block time payments are NON-REFUNDABLE, but they are transferrable.

III. Insurance. Current information regarding our insurance may be obtained through Kurt Campbell of PRA.

- a. **Aircraft.** In order to meet our insurance obligations, aircraft will require an operational check out. There are also hour minimums that must be met to satisfy insurance qualifications. Check outs must be conducted by approved PRA instructors. Hourly requirements are below:
 1. The Cirrus **SR22T's** will require **25 hours** in a SR22T (10 hours can/will be completed in SIM and count towards the 25 hours), and a specific checkout by Kurt Campbell or anyone authorized by him.
 2. The Cirrus **SR20's** will require **10 hours** in a SR20 (5 hours can/will be completed in SIM and count towards the 10 hours), and a specific checkout by Kurt Campbell or anyone authorized by him.
- b. **Damage.** The Pilot agrees to pay for any damage to the aircraft as a result of Pilot's use of the aircraft. It is the Pilot's sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment, which is being rented to the Pilot.

PRA's insurance policy covers Painted Rock Aviation for severe damage to an aircraft while it is being rented. The insurance company will then seek reimbursement from the Pilot in the event of damage to an aircraft.

The Pilot may also be responsible for any liability to other persons, and any costs, damages, losses, including loss of use and attorney fees arising in connection with use of an aircraft.

Renter's insurance coverage is MANDATORY. All renters will be required to purchase Aircraft renters' insurance. Please click the link to purchase Renters Insurance.

You will need "Personal Non-Owned", "Single Engine Piston Powered" Coverage. Select the following at a minimum:

- Bodily Injury and Property Damage (Excluding Loss of Use)--\$250,000 occ/\$25,000
- Medical Limit---\$1,000
- Aircraft Physical Damage (Including Loss of Use)--\$50,000

IV. Scheduling. All scheduling will be done through www.flightcircle.com. For scheduling restrictions see part I. **Memberships and Clubs.**

V. Flight Instruction. ONLY approved PRA flight instructors are authorized to provide flight instruction in PRA aircraft. Fees and scheduling are handling by the individual instructors. Consult Flight Circle for approved instructors and schedules.

- a. **Outside Instruction.** Outside instruction will not be allowed. Instructors that wish to Instruct in PRA aircraft must be and employee or contractor of PRA. PRA will need an IRS form W-9, contractor status, and you will then be allowed to instruct in PRA aircraft.
- b. **Payment.** What that means for instructors is you will need to put on file a W-9 form to Painted Rock Aviation. You will be paid \$20/hr. standard from the student/PRA through the Flight Circle system, and it will be paid fully back to you bi-monthly. The rest of your agreed rate will be paid however you decide with the student. This is an insurance requirement that you be employed by Painted Rock Aviation to instruct in the aircraft. This will satisfy that requirement.

If you are interested in instructing in the SR22T you must have 500 Total time and 25 hours in an SR22T, then be checked out by Kurt or another specifically assigned SR22T Instructor. PRA will not pay for time for instructors to gain that time.

VI. Hold Harmless. The Pilot hereby agrees to indemnify and hold PRA harmless against any liabilities, claims or damages which result from/or are in connection with Pilot's rental actions of an aircraft pursuant to this agreement; and the Pilot also agrees to be responsible for the payment of any damages caused to Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot's possession and use.

VII. Compliance and Regulations. The Pilot hereby agrees to comply with all Federal Aviation Regulations at all times. The Pilot further agrees that the aircraft shall only be operated in accordance with all Federal, State, and Local laws and regulations.

VIII. Flight Procedures/Handling of Aircraft. Pilot agrees to comply with all procedures listed in the Flight Manual. A copy of the Flight Manual is kept in the aircraft to facilitate Pilot compliance.

- a. **Pre-Flight Briefing.** The Pilot will obtain a pre-flight briefing covering weather, NOTAMs, and TFRs from flight service or online services prior to each flight. Also perform a weight and balance.
- b. **Handling of Aircraft.** With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures. Any damage, un-airworthy conditions, or missing documents found during the pre-flight of the aircraft must be reported to **PRA PRIOR TO FLIGHT**. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. Any damage found must be reported to PRA immediately and prior to leaving the tie down/hangar. Any damage caused by the Pilot or during the Pilot's use of the aircraft, and not reported to PRA, will result in termination of flying privileges with PRA. The pilot will be responsible for blown tires and all other damage occurring while the pilot is in control of the aircraft.
- c. **Aircraft Flight Time.** The Pilot is responsible for checking the current Hobbs time, rounded up to the highest tenth, on the aircraft dispatch. Hobbs differences found prior to starting the aircraft must be immediately reported to PRA Staff for adjustment. Unreported difference is the Pilot's responsibility. The Pilot will record on the aircraft dispatch, rounded up to the next highest tenth, the ending Hobbs time after shutting down the aircraft.
- d. **Master/Avionics Switches.** It is the Pilot's responsibility to leave the aircraft with the master

and avionics switches turned off after each flight. If it becomes necessary to recharge and aircraft battery because of failure to comply with this rule, the Pilot may be charged a fee equal to one hour of shop labor, which is currently \$95.00.

- e. **Securing of Aircraft.** It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by PRA (tie-down ropes, gust locks, throttle locks, etc.). The Pilot may be charged a tie-down fee of \$100.00 for failure to comply with this rule.
- f. **Cleanliness.** It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged with a cleaning fee of \$150.00 for failure to comply with this rule.
- g. **Food/Drinks/Smoking in Aircraft.** Drinks are permitted. Food and smoking in the aircraft are strictly PROHIBITED. The Pilot may be charged with a cleaning fee of \$150.00 for failure to comply with this rule. Smoking on the ramp, in the hangar, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.
- h. **Pets.** Pets are permitted, but the Pilot will be subject to cleaning fee of \$150.00 if the aircraft interior is not left in a clean condition after flight.
- i. **Flight Plan and Flight Following.** PRA recommends that prior to any flight beyond 100 nautical miles, the Pilot should file a flight plan with PRA, which includes a flight following with the nearest approved center. All student pilots must file a flight plan for solo flights beyond 50 nautical miles. Flight following is recommended for all flights outside the pattern – especially solo flights in practice areas.
- j. **Weight and Balance.** PRA recommends that prior to all flights, the Pilot should calculate the weight and balance of the aircraft. (PRA provides various weight and balance forms.)
- k. **Fees at Other Airports.** The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred en-route or at the Pilot's flight destination at the time they are incurred. If not settled at that time, the Pilot will be charged an additional \$25.00 processing fee for failure to comply with this rule.
- l. **Unpaved Airport Landings.** The Pilot is NOT ALLOWED to conduct any "unpaved airport landings." "Unpaved Airport Landings" include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.
- m. **Flight Currency with Painted Rock Aviation.** It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, PRA requires flight in each type aircraft within the past 90 days. Once a Pilot's PRA currency expires, the Pilot may be required to have a flight currency check ride with a PRA certified flight instructor. If a pilot has not made three takeoffs and landings with the last 90 days, they may not operate a PRA aircraft without a check ride from a PRA approved flight instructor. The simulator can be used for these re-current checks.
- n. **Pilot License and Medical Certificate.** PRA requires the Pilot to maintain a copy of Pilot's current Pilot License and Medical Certificate on file with PRA. PRA also requires a copy of the Pilot's valid driver's license or passport for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or Valid Passport only) be provided to the instructor prior to any instruction which might result in certificate and/or additional rating.
- o. **Night Flights.** It is the Pilot's sole responsibility to comply with all FARs concerning night currency. Pilots who are not night current may not use PRA aircraft at night without a night checkout from a PRA approved flight instructor.

- p. **Overnight Rental.** The Pilot understands that all aircraft require a minimum of four **(4) hours** charge per day for overnight rental. VFR pilot rental flights are limited to 200 nm, one way, unless prior approval is received from a PRA staff member or PRA flight instructor.
- a. For example: If a pilot flies 8 hours in 2 days/48 hours, no charge will be incurred.
 - b. If a pilot flies for 5 hours in the same 2 days/48 hours, 3 hours will be added.
 - c. If an aircraft is booked for more than 16 hours, a minimum of 4 hours will be charged.
i.e.: So, if you fly 3.0 hours in 16 hours, 1.0 hours will be added to your bill.
- q. **Operations.** The Pilot will only rent aircraft make and model in which Pilot has received a check ride in, and for which the Pilot's records with PRA indicate such check ride. Pilots are encouraged to inspect their PRA records periodically. The Pilot will not conduct commercial operations, including flight training, unless flight training was approved by PRA, in a PRA aircraft. Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat **ONLY**, unless approved to fly right seat by a PRA approved flight instructor. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is strictly **PROHIBITED**. Student Pilots in the solo phase of instruction must have a sign off in the log book from their instructor **FOR EACH FLIGHT** and observe all weather and wind limitations in the sign off. The Pilot will make all landings to a **FULL STOP**. Touch-and-Go landings are only permitted with approval by PRA instructor.
- r. **Aircraft Rental/Keys.** PRA reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for Pilot's scheduled time. The Pilot must provide 24 hours' notice of cancellation of a scheduled rental time or be subject to a cancellation fee of \$100. Pilot agrees to return the aircraft at a scheduled time. Late returns, which impact PRA rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is kept with the aircraft. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.
- s. **Aircraft Malfunctions.** If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or un-airworthy for either continued flight or the planned operation (night, IFR, etc.), let PRA know as soon as possible to have the aircraft returned to service. If this event occurs at an airport not at a home base, the renter may be charged for recovery of the aircraft and maintenance of site, if the problem was found to be the pilot's fault. PRA will not be responsible for incidental travel or other expenses incurred by the Pilot. The Pilot will be responsible for charges incurred prior to the malfunction.
- t. **Adverse Weather.** It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the Falcon Field Airport (KFFZ), it is the Pilot's responsibility to remain with the aircraft until it is safe to return. PRA is now responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, PRA will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by PRA in returning the aircraft to Falcon Field Airport (KFFZ), in addition to the rental charges for the aircraft.
- u. **Fuel.** All flights will start with fuel at the tabs plus 5 gallons on each side and the Pilot is responsible to ensure the fuel is filled back up to the tabs. Failure to comply with this rule, a service fee of \$25.00 will apply.

IX. Maintenance. Any maintenance related items that would interfere with the safety of a flight, and squawks found, must be immediately reported to PRA staff by email or phone. Any maintenance related action required away from home base requires prior authorization from PRA management. Current



Painted Rock Aviation

www.PaintedRockAviation.com

telephone numbers and email address are located in the aircraft.

X. Emergencies. Pilot agrees to immediately report all accidents – major and minor, along with any names and addresses of witnesses, and involved parties. In accordance with NTSB rules, pilot will not allow the aircraft to be moved unless expressly authorized to do so by PRA or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities, and PRA, in accordance with NTSB requirements.

XI. Governing Law. This agreement shall be construed and enforced under the laws of the State of Arizona.

XII. Entire Agreement. This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.

XIII. Amendment. This agreement may be amended by PRA as required.

XIV. Certification. Pilot certifies that all information supplied to PRA is true and correct.

IN WITNESS WHEREOF the Pilot and Painted Rock Aviation hereby execute this AGREEMENT and thereby agree to be bound by the terms and conditions herein.

_____ Pilot's Printed Name	_____ Pilot's Signature	_____ Date
_____ Painted Rock Aviation Mgr.	_____ Painted Rock Aviation Sign	_____ Date

Initials: _____



COVENANT NOT TO SUE, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT

I, _____ (“Pilot or Participant”) hereby state and affirm that I am aware that flying and activities associated with flying have inherent, foreseeable, and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my Flight Instructor(s), nor Painted Rock Aviation, nor any of their respective employees, officers, agents, independent contractors, or assigns (hereafter referred to as “Released Parties”) shall be liable or responsible in any way for any personal injury, death, or other damages to me, my family, estate, heirs, and/or assigns that may occur as a result of my participation in flying aircraft, flying in an aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as “Flight Activities”).

I hereby release, exempt, and hold harmless the Released Parties from any and all claims, demands, injuries, damages, actions, or causes of action arising out of my participation in the Flight Activities, and agree not to file a claim, bring an action, or in any manner pursue the Released Parties for any such claims, demands, injuries, or damages arising out of, or in any manner due to, the Flight Activities.

Additionally, I agree to defend and indemnify Released Parties for any claims, demands, injuries, damages, actions or causes of action made by third parties against the Released Parties arising out of the Flight Activities in which I am engaged, including as a result of the active or passive negligence of the Released Parties, except for the sole negligence or sole willful misconduct on the part of the Released Parties.

In consideration of being allowed to participate in the Flight Activities, I hereby personally assume all risks of the Flight Activities, whether foreseen or unforeseen, known or unknown, that may befall me while I am participating in these activities.

I also understand that the Flight Activities are physically demanding and that I must seek the care of a licensed and authorized medical examiner before engaging in the Flight Activities. I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation.

In the event that one or more of the provisions or portions thereof of this Covenant Not to Sue, Assumption of Risk and Release of Liability Agreement are determined to be illegal or unenforceable, the remainder of this Covenant Not to Sue, Assumption of Risk and Release of Liability Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

I understand the terms herein are contractual and not merely a recital and that I have signed this document of my own free will and with the knowledge that I hereby waive my legal rights, as stated herein.

I have fully informed myself of the contents of this Covenant Not to Sue, Assumption of Risk and Release of Liability Agreement by reading it before I signed it on behalf of myself and my heirs. I further state that I am of lawful age and legally competent to sign this document or that I have acquired the written consent of my parent or guardian.

Print Name	Signature	Date

Initials: _____



SOCIAL MEDIA RELEASE FORM

I, the undersigned, hereby authorize Painted Rock Aviation to photograph me, take motion pictures of me, take video footage of me, and/or make electronic sound recordings of me (herein referred to as photographic or electronic reproductions).

I authorize the use of any such photographic or electronic reproductions of me for any purpose, including, but not limited to educational and other public media as may be deemed appropriate by Painted Rock Aviation. (I understand that I may be identifiable from such photographic or electronic reproductions.)

Agreed and accepted by:

Name: _____

Date: _____

Signature: _____

I am signing this form as an individual. Yes No

I am signing this form as a representative of a group, and have full authority to grant release for this group. Yes No

If yes, name of group: _____

PARENTAL CONSENT

I certify that I am the parent or legal guardian of the individual above, _____, a minor under the age of eighteen years. I hereby agree to assume legal responsibility to his/her authorization referred to in this General Media Release.

Signature of parent of guardian: _____

Date: _____

Initials: _____