

AIRCRAFT RENTAL AGREEMENT

This agreement is made and entered to this _____ by and between
Airman Flight Training 4235, Donald Douglas Drive, Long Beach CA 90808 .

and

Student Pilot Name: _____

Address: _____

Email: _____

Mobile #: _____

WHEREAS, **AIRMAN** is engaged in the business as as fixed based operator at Long Beach Airport, Los Angeles, California and

WHEREAS, the business **AIRMAN** includes the renting of the aircraft for use by qualified pilots / students on an hourly or block time basis, and

WHEREAS, **renter** represents and warrants that he holds a valid Identification , pilots license and current medical certificate by issued by the Federal Aviation Administration (FAA) of United States of America: and is properly rated for aircraft to be rented and intended to flights, and

WHEREAS, renter represents and warrants that the aircraft being rented will be operated only for lawful purposes and pursuant to the Federal Aviation Regulations (FAR's) and pursuant to the AIRMAN policies.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged. AIRMAN hereby rents: (model & make)

Model: **Cessna 172**

Model: **Cessna 152**

At anytime the renter uses any of the above aircraft for Pilot training the renter / pilot is responsible for the following policies and regulations:

WITNESS THAT:

This agreement provides information to all pilots renting aircraft from AIRMAN and governs the rental of Aircraft and provision of other services by AIRMAN to the pilot.

In consideration of the mutual covenants contained herein and other valuable consideration, the parties

Here to agree as follows:

RENTAL AMOUNT

1. The hourly rental charge for the aircraft shall be the time reflected on the Hobbs meter, if installed in the aircraft, times the Aircraft hourly rate listed on Exhibit A attached to this agreement and incorporated by reference. For overnight rentals, Renter guarantees an average rental of three (3) hours each night for the duration of the rental unless express written authorization is arranged with Airman.
2. Charges may also be made available on a pre-purchased "block time" basis as reflected in Exhibit A.

RESERVATIONS

3. Aircraft are available on a first come first serve basis. Reservations shall be made with Airman staff who maintain a reservation book for Airman rental aircraft.

DURATION

4. A. The Renter expressly acknowledges and agrees that:

- (a) The aircraft is property of the Airman.
- (b) Renter will inspect the aircraft and its records prior to flight to ensure that it is legal and airworthy.
- (c) Renter will return aircraft at scheduled time unless delayed by weather and/or other unforeseen circumstances.
- (d) Renter will properly secure aircraft after each flight.

Block Hour

Minimum block hour for all rented planes will be enforced as below

Aircraft Rental Block On FSP	Minimum Charges
1 Hour Block	1 Hour Charge
2 Hour Block	1.3 Hour Charge
3 Hour Block	2 Hour Charge
4 Hour Block	2.6 Hour Charge
5 Hour Block	3.3 Hour Charge
6 Hour Block	4 Hour Charge
7 Hour Block	4.6 Hour Charge
8 Hour Block	5.2 Hour Charge
9 Hour Block	5.6 Hour Charge
10 Hour Block	6.5 Hour Charge

ADDITIONAL CHARGES

5. Renter shall be responsible for and loss or damage to the aircraft, its components, parts or equipment and the amount of any fees associated with landing, parking, tie-down, ramp fees and/or facility charges at any location other than Airman base..

6. In the event the aircraft is not returned to the Airman facility where the aircraft was rented, Renter shall be responsible for costs of retrieval of the aircraft, including crew and expenses.

7. In the event of mechanical issues, renter agrees not to attempt to repair any parts of the aircraft or its accessories without the express written authorization of Airman.

8. The Renter agrees to reimburse Airman in the event of litigation instituted by Airman to recover possession of the aircraft; or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or costs including reasonable attorney's fees incurred by Airman in such litigation.

9. In the event damage is caused to the aircraft during the rental period, renter shall be responsible for insurance costs including, but not limited to, deductibles.

Payment. Payment is due when services are rendered. Airman accepts cash, checks, Visa, MasterCard / Wire Transfers / Zelle as payment for services rendered. All checks returned for "Insufficient Funds" will incur a service charge in the amount of \$75.00 per check in addition to the cost of services rendered.

A) Fees and Penalties. The renter agrees to pay AIRMAN the following fees and penalties.

- 1) Cancellation of rental/lesson within 24 hours of scheduled appointment.

Cancellation or failure to appear for a rental/lesson within 24 hours of the scheduled time will result in a charge of the full amount of the rental to the renter/student, as well as the time of scheduled flight and ground instruction if applicable.

- 2) Failure to follow correct shutdown procedures.

In the event that the Aircraft is returned with the Master Switch on, the last RENTER/INSTRUCTOR dispatched will be responsible for a fee of \$250.00

- 3) Failure to return the airplane free of trash and personal effects will result in a cleaning fee of \$100.00. The last RENTER dispatched will be responsible for payment.

B) Past Due Account. Pilot's account must be paid current to maintain flying privileges with AIRMAN. An account past due 7 days or more will result in collection action being taken. Renter is responsible for attorney fees, court fees, and all costs arising from any collection action(s) or litigation.

2. **Insurance.** Current information regarding our insurance may be obtained through AIRMAN administrative office.

A) Aircraft. In order to meet our insurance requirements, certain types of aircraft will require special check out procedures.

B) Damage. Renter Insurance is required.

- Liability - \$500,000,
- Medical - \$1,000,
- Physical Damage - \$ 10,000.

c) Deductible. AIRMAN's insurance policy carries a \$10,000.00 deductible that the pilot will be responsible to pay in the event of damage to an aircraft. The pilot may be responsible for any liability to other persons, and any costs, damages, losses, including loss of use and legal fees resulting in connection with use of an aircraft.

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

4. **Flight Procedures/Handling of Aircraft.**

A) Federal Aviation Regulations (FARs). It is the Pilot's responsibility to comply with Federal Aviation Regulations at all times.

B) The Aircraft is property of AIRMAN

C) Handling of Aircraft. With respect to pre-flight inspections,

- It is the Pilot's sole responsibility to comply with all FARs, Airworthiness Requirements, (Airworthiness certificate, Registration Certificate, Operating Limitations, Weight and Balance, Airworthiness Directives, etc.)
- The aircraft manufacturer's guidelines and any other source regulating pre-flight procedures.
- Any damage, un-airworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to AIRMAN Immediately **PRIOR TO FLIGHT**.
- Pilot's agrees not to accept the aircraft until the Pilot Is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories.
- The renters agrees that rented aircraft shall not be used or operated for any illegal purposes
 - By any person other than the renter who signed the agreement.
 - To carry passengers or property for compensation for hire.
 - For any flight for which the renter is nor properly rated or certified.

With respect to post-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 post-flight procedures. Any damage found,

must be reported to AIRMAN immediately and prior to leaving AIRMAN's premises. Any damage caused by the Pilot's or during Pilot's use of the aircraft, and not reported to AIRMAN will result in termination of flying privileges with AIRMAN and collection action being taken against the Pilot's for the cost of repairs.

D) Aircraft Flight Time. The Pilot is responsible for checking the current HOBBS time,

to the highest tenth, on the aircraft dispatch. HOBBS differences found prior to starting the aircraft must be immediately reported to AIRMAN for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, **to the highest tenth**, the ending HOBBS time after shutting down the aircraft.

E) Master/Avionics Switch. 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 or jump start an aircraft because of failure to comply with this rule, the pilot maybe charged a fee equal to 1 hour of shop labor.

F) Securing of Aircraft. It is the Pilot's responsibility to secure the aircraft, after each

flight, with all means provided by AIRMAN (tie-down ropes, gust locks, throttle locks, etc.).the Pilot may be charged a tie-down fee of **\$150.00** for failure to comply with this rule.

G) Cleanliness. It is the Pilot's responsibility to leave the aircraft interior in a clean

And sanitize the condition after each flight. The Pilot may be charged a cleaning fee of

\$100.00 for failure to comply with this rule.

H) Food/Drinks/Smoking in Aircraft. Food, drinks and/or smoking in the aircraft are

strictly **PROHIBITED**. The Pilot may be charged a **cleaning fee \$100.00** for failure to comply with this rule. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 100 feet is strictly PROHIBITED.

I) Flight Plan. The Pilot is responsible for filing a flight plan if required with FSS for all flights

beyond 50 nautical miles. (AIRMAN provides various flight planning forms and services)

AIRMAN recommends the use of Flight Following Procedures for all flights beyond 50 nautical Miles.

J) Weight and Balance. AIRMAN recommends that prior to all flights, the Pilot should

calculate the weight and balance of the aircraft. (AIRMAN provides various weight & balance forms).

K) 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.

L) Flight Currency with AIRMAN. It is the Pilot sole responsibility to comply with all

FARs concerning currency. In addition, **AIRMAN requires flight in each type aircraft within** the past 90 days**. Once a Pilot's solo currency expires, the Pilot will be required to have a flight currency checkout with a AIRMAN's Certified Flight Instructor.

M) Pilot License & Medical Certificate. AIRMAN requires the Pilot to maintain a copy

Of the Pilot's current Pilot License and Medical Certificate on file with AIRMAN.

AIRMAN also requires a copy of the Pilot's valid driver's license and or passport copy for foreign students for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (valid Passport ONLY) be provided prior to training which might result in a Certificate and/or rating.

N) Night Flights. It is the Pilot's sole responsibility to comply with all FARs concerning

night currency.

O) Overnight Rental. The Pilot understands that all aircraft require a minimum of 5

hours charge per day for overnight rental. **VFR Pilot rental flights are limited to 200**

Nm, one way, unless prior approval is received from an AIRMAN. (if applicable)**

P) Operations. The Pilot will only rent aircraft in which the Pilot has received a

Check outstands for which the Pilot's records with AIRMAN indicate such a checkout. Pilots are Encourage inspecting their AIRMAN records (Pilot File) periodically. The Pilot will not conduct

Commercial operations including flight training in AIRMAN's aircraft. Pilots may only use the aircraft For Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY, unless approved to fly the right seat by AIRMAN's Certified Flight Instructor. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is

strictly **PROHIBITED**. Student pilot's in the solo phase of instruction must have a current

sign off from their instructor and observe all weather and wind limitations in the sign off.

Q) Flight Instruction. ONLY AIRMAN's Flight Instructors are authorized to provide

flight instruction in AIRMAN aircraft. The Pilot must provide 24 hours' notice of cancellation of a rental flight and/or flight lesson. The Pilot may be charged a minimum no show fee of 1-hour rental and/or instruction time for failure to comply with this rule. AIRMAN will use its

best effort to accommodate extraordinary or emergency circumstances.

R) Flight Instruction Time. Determination of Instruction time given is the sole

Discretion of the AIRMAN Instructor. Instruction time begins at the scheduled time for the flight/ground lesson unless prior arrangements have been made with the instructor.

S) Aircraft Keys / Books. AIRMAN reserves the right to rent any aircraft for which the Pilot

is more than **15 minutes late** for the Pilot's scheduled time. The Pilot must provide **24**

hours' notice of cancellation of a scheduled rental time. Pilot agrees to return the aircraft at the scheduled time, unless delayed by weather and / or other unforeseen circumstances.

Late returns, which impact AIRMAN rental operations or flight

instruction, may result in additional charges. The Pilot will ensure that the aircraft key is

returned with the aircraft dispatch before leaving the premises. The Pilot may be charged A lost key fee of **\$100.00** for failure to comply with this rule.

T) 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.), it will be the responsibility of AIRMAN to provide an aircraft and Pilot to return the Pilot and/or passengers to long beach airport. AIRMAN

will not be responsible for incidental travel or other expenses incurred by the Pilot. The

Pilots will be responsible for charges incurred prior to the malfunction.

U) Adverse Weather. It is the Pilot's responsibility to ensure that current and forecast

weather will allow the flight to be completed safely. If weather conditions prevent a safe

return to the long beach airport, it is the Pilot's responsibility to remain with

the aircraft until it is safe to return. AIRMAN is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, AIRMAN will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by AIRMAN in returning the aircraft to the long beach airport, in addition to the rental charges for the aircraft.

V) Off-site Fuel Purchases. AIRMAN aircraft rent "wet". This means that all tanks are

topped prior to departure. Fuel supplied by AIRMAN is at AIRMAN's wholesale purchase price. Therefore, if Pilot requires fuel at another airport, AIRMAN will reimburse the Pilot by credit against the pilot's charges at that rate per gallon.

5. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and

squawks found, must be immediately reported to AIRMAN. All squawks must be immediately reported and noted on the aircraft squawk sheet located on the aircraft dispatch clipboard. Any maintenance related action required away from home base requires prior authorization from AIRMAN management. Telephone numbers are located in the aircraft binder.

6. Emergencies. Pilot agrees to report all accidents, both major and minor immediately along with any

names and addresses of witnesses and involved parties. Pilot will not allow the aircraft to be move unless expressly authorized to do so by AIRMAN 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 AIRMAN, in accordance with NTSB requirements.

7. Governing Law. In any event of an accident and/or a dispute arising the renter's operation of

the rented aircraft or the terms & conditions or performance of this agreement, the dispute shall be governed by the laws of California and any suit shall be brought in a state or federal court of competent jurisdiction with LONG BEACH, LOS ANGELES CALIFORNIA.

8. 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.

9. Amendment. AIRMAN may amend this Agreement as required.

10. Certification. Pilot certifies that all information supplied to AIRMAN is true and correct.

11. Refunds/discounts/credits. AIRMAN does not issue refunds, discounts, or credit, for flights

terminated due to equipment malfunctions.

12. Repair's/installation. The Pilot will not tamper with or attempt to repair any part of the aircraft or

it's accessories. This is Punishable by Law. This includes removal of seats or other equipment or installation of Pilot's own devices. Renter shall be responsible for and loss or damage to the aircraft, its component, parts or equipment.

IN WITNESS WHEREOF, the parties hereto place their hands this _____.

RENTER ACKNOWLEDGES THAT RENTER HAS READ AND UNDERSTANDS THE AGREEMENT ABOVE AS WELL AS THE RESTRICTIONS AND REQUIREMENTS OF THE RENTAL AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Signed: _____ Date: _____

Renter

COVID-19 RELEASE OF LIABILITY WAIVER

The undersigned, _____ (Print first and last name), acknowledges that novel coronavirus (COVID-19) infections have been confirmed throughout the United States. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), for slowing the transmission of COVID-19 the undersigned hereby agrees, represents, and warrants that neither the undersigned shall attend in-person trainings or events of Airman within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii), exposure to any person returning from areas subject to the above, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned hereby agrees, represents, and warrants that the undersigned will not attend Basic ART training held by Airman if symptoms of COVID-19 are currently present, or are suspected or diagnosed/ confirmed case of COVID-19.

Airman has taken steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above.

The undersigned acknowledges and agrees that Airman may revise its procedures at any time based on updated recommended guidance and protocols issued by the aforementioned public health agencies and further agrees to comply with Airman's revised procedures prior to attending any in-person training or event.

The undersigned fully understands and appreciates both known and potential dangers of attending in-person public events and acknowledges that attendance thereof by the undersigned may, despite, Airman's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER Airman HOSTED EVENTS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, PARTICIPATING IN LIVE TRAININGS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Airman, its directs, officers, employees, volunteers and agents from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demand on account of any property damage or any injury to, or an illness or the death of the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive, of Airman or otherwise while the undersigned participates in any program affiliated with Airman.

The undersigned hereby agrees to indemnify and save and hold harmless Airman, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned participates in any program affiliated with Airman.

The undersigned understands and agrees that Airman is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, property loss, theft, or damage of any sort upon participating in any program affiliated with Airman.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN

AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM Airman TRAINING AND RESEARCH, INC. INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY Airman TRAINING EVENT OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR AL CLAIMS.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS.

Receiving Party (Trainee / Renter):

Signature

Printed Name