



AIRCRAFT LEASE AGREEMENT

This AIRCRAFT LEASE AGREEMENT, dated as of _____, 2022 (this "Agreement") is entered into by and between _____ (Owner), and MAW Enterprises, USA, dba. Flyboy Aviation (Operator), with respect to an aircraft outlined on Exhibit A concerning a: type of aircraft: _____, Tail number: _____.

WHEREAS, Operator in the ordinary course of business develops relationships with prospective customers for Owner seeking to rent aircraft;

WHEREAS, Owner desires to rent the aircraft to qualified licensed pilots on an hourly basis;

WHEREAS, Operator is willing to serve as marketing and compliance Operator on an exclusive basis regarding aircraft rental and flight instruction upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of these premises and of the covenants herein and of good and valuable consideration, Owner and Operator hereby agree as follows:

1. AIRCRAFT: Owner hereby authorizes Operator to serve as an exclusive marketer for the aircraft outlined on Exhibit A.

1.1. AIRCRAFT, TITLE:

Lessor hereby leases to Flyboy Aviation one _____, _____ with FAA registration number _____, hereinafter called the "aircraft." The Operator shall have possession of the aircraft for use at its discretion, but Lessor shall retain title at all times.

Manufacturer of Aircraft: _____

Model: Serial number: _____

FAA Registration No.: _____

Engine Make: _____

Equipment and Accessories: _____

2. TERMS OF AGREEMENT: The term of this Agreement shall be for a period of ninety days (90) days commencing on the date hereof, and automatically renew each ninety (90) days thereafter. This Agreement shall be subject to termination by either the Owner or Operator for any reason whatsoever upon ninety (90) days advance written notice given to the other party.

3. USE OF THE AIRCRAFT: Subject to the provisions of this Agreement, Operator may use the aircraft for the purpose of hourly rental by other persons not party to this Agreement, and for operation by the Operator for flight training and for operation by the Operator for its own use (individual use).

3.1 Operator shall at all times use, and permit use, and operate the aircraft in full compliance with Federal Aviation Regulations. Operator shall not take the aircraft, or suffer or permit it to be taken, outside the continental limits of the

United States and Canada without the prior written consent of Owner. After each use of the aircraft by Operator, Operator shall return the aircraft to the base airport in the same condition as when received by Operator except for reasonable wear and tear from ordinary use.

3.2 Operator shall not use the aircraft or suffer or permit it to be used, for any business or purpose which is in violation of any present or future law, rule, order, ordinance, or regulation of the United States of America and any city, state, territory or governmental subdivision thereof, or in violation of any airworthiness certificate, license, or registration relating to the aircraft, or in violation of any terms or conditions imposed by any insurance carrier of the aircraft or by this rental.

3.3 Accidents shall be reported by Operator immediately to Owner, followed by written report from Operator within forty-eight (48) hours, and Operator shall file all necessary reports with the FAA, NTSB and insurance company.

4. PILOTS: Operator shall not operate the aircraft or permit it to be operated by any person or pilot in violation of Federal Aviation Regulations as now in force or subsequently amended, or of any present or future law, rule, order, ordinance, or regulation of the United States of America, or any city, state, territory, or governmental subdivision thereof, or in violation of any terms or conditions imposed by any insurance carrier of the aircraft or by this Agreement.

5. PRIORITY OF USE: It is the intention of the parties that Operator and Owners will use the aircraft during the life of this agreement. It is agreed that Operator and Owner will schedule all use of the aircraft on the "TeamUP Calendar" at the following link: (_____), and that the general rule of "first come, first serve" will be followed.

6. AIRCRAFT BASE: During the term of this Agreement shall be in effect, the permanent base of the aircraft shall be Flyboy Aviation at Brooksville-Tampa Bay Regional Airport (KBKV), 2475 American Flyer Way, Brooksville, Florida – Gate number 5. Operator shall insure that the aircraft shall at all times be kept tied down outside of normal business hours and when not in use. Tie-down fee to be paid by Operator. Tie down at KBKV during normal business hours will be provided by Operator at Operator's expense. Tie down or hangar fees at other airports, and all landing fees, ramp fees, and other airport expenses at any airport, including the aircraft's base airport, shall be paid by the party then using the aircraft and incurring such costs and expenses.

7. PAYMENTS: Owner acknowledges that any funds collected by Operator with respect to the use of the aircraft will be submitted to Owner at the agreed rate of \$ _____ per Tachometer Hour. Owner shall be furnished by Operator full documentation of aircraft usage beginning and ending Tachometer time for the aircraft and itemized costs paid by Operator with receipts as appropriate. Operator shall credit to Owner's account the net rent for the use of the aircraft during each month. Operator shall remit a check for any credit balance to the Owner no later than thirty (30) days from the end of the preceding month. The Owner shall remit a check for any debit balance to the Operator no later than thirty (30) days from the end of the preceding month.

8. MAINTENANCE: Operator agrees to act as Operator of Owner for obtaining proper maintenance of the Aircraft. Operator expressly undertakes to assure that:

a.) FAA-required inspection maintenance and repairs are accomplished on schedule by qualified personnel (Operator reserves the right to designate the maintenance facility, subject to requirements of any warranty and FAA regulations, but agrees to consult with Owner regarding any such choice. It is understood that "qualified personnel" means persons authorized by the FAA to perform the particular task and that the parties hereto are entitled to rely on representations by a maintenance facility as to the qualifications of its personnel). Operator will make reasonable efforts to maintain the general appearance of the Aircraft, both inside and out.

b.) Equipment now or subsequently installed in the aircraft, including but not limited to communications and navigation equipment, are kept in good working order.

c.) The FAA-required logbooks and records are accurately maintained and are made available as required.

10. OPERATING EXPENSES: Operator shall only be responsible for providing for all fuel and oil consumed operating this aircraft as well as 50 hour oil changes, 100 hour inspections and other expenses related to the commercial use, being flight training.

11. REGISTRATION FEES AND TAXES: Owner shall pay registration fees, initial sales tax, and any property or excise taxes on the aircraft assessed by any governmental authority, and any income tax assessed by virtue of the rent payments to be made by Operator pursuant to this Agreement. Operator is responsible for collecting and remitting any sales and use tax due on any rentals.

12. INSURANCE: Insurance for the aircraft will be obtained by Operator at the most favorable rate available, consistent with appropriate coverage as agreed to by both parties. Coverage's: _____

13. Each party will agree to Hull Coverage value. Both parties agree that costs, unrecoverable by insurance, resulting from misuse or abuse of the Aircraft by renters are the responsibility of the renters in accordance with the Operator's rental agreement. Renters and/or students will be required to carry "Non-Owned" Aircraft Insurance.

Operator is not obligated to reimburse Owner for such cost except to the extent they are recovered from a renter by Operator.

14. UNAVAILABILITY OF THE AIRCRAFT: Except as may be expressly provided herein, Owner shall not be liable to Operator for any loss of use of the aircraft or interruption of Operator's business if the aircraft fails to function, or if it is out of use for repairs or service, or for any other cause whatsoever.

14.1 In the event that the aircraft shall be lost, seized, confiscated, destroyed, or damaged from any cause whatsoever during the term of this rental with the result that the aircraft is rendered unavailable or unfit for further use by the Operator, this Agreement shall expire and terminate.

14.2. AVAILABILITY OF THE AIRCRAFT: Owner shall have access to the aircraft schedule in order to utilize the aircraft for their own private use if the aircraft is free of commitment at their own expense.

15. OWNERSHIP OF THE AIRCRAFT: The aircraft at all times shall remain and be the sole and exclusive property of the Owner, and Owner may give any lender a chattel mortgage or security interest on the aircraft as security for any debt of Owner. Other than the right to use the aircraft under the conditions of this Agreement, Operator shall have no rights in the aircraft.

16. ASSIGNMENT AND SUB-LEASING: This Agreement shall not be assigned by Operator. Operator will have the right to rent the aircraft to individuals who have met the posted licensing, recurrency, and checkout requirements then in existence at Operator's facility. Operator has exclusive use of the aircraft during the lease, thus the owner will not enter into any other use agreement for the period of this lease.

16.1. DEFAULT: In the event Operator fails to make any rental payments hereunder when due or fails to comply with any of the other terms and conditions of this Agreement, and any such default shall not be remedied forthwith after written notice from Owner. Owner shall have the right, cumulative of all other rights, to declare this Agreement in default, and to terminate the same without further notice. Owner's remedies in case of Operator's default shall be cumulative, and Owner may exercise any and all other lawful remedies it may have by virtue of Operator's breach.

17. NOTICES: Whenever, under the terms of this Agreement, notice is required or desired to be given, it shall be given in writing and signed by or on behalf of the party giving notice, and shall be deemed given when delivered personally or mailed certified first-class mail, postage prepaid, addressed to the party to be notified at the address of its principal office as shown

in this Agreement, or at such other address as either party shall designate by written notice to the other party, or transmitted via facsimile machine.

18. MISCELLANEOUS: All flights of the aircraft necessitated by mechanical failure, breakdown, repair, installation of equipment or testing, will be at the sole expense of the Owner and will be billed to the Owner by the Operator.

19. No delay or forbearance of the Owner in the exercise of any remedy or right under this Agreement will constitute a waiver thereof and the exercise or partial exercise of a remedy or right shall not preclude the further exercise of the same or any other right to remedy.

20. BINDING AGEEMENT: The terms of this Agreement shall be binding upon the parties, their successors, personal representatives, and assigns.

21. SEPARABILITY OF PROVISIONS: Any provisions of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition, without invalidating or affecting the remaining provisions of this Agreement in such localities and without affecting the validity of such provisions within states and localities in which they are not prohibited by law or court decree.

22. ENTIRE AGREEMENT: This Agreement and attached addendum constitutes the entire Agreement between the parties hereto. Operator and Owner acknowledge that no representations, inducements, promises, guarantees, agreements, or undertakings oral or written, express or implied, other than those set forth herein, have been made by Owner or Operator. No amendment or changes in the terms and conditions hereof shall be binding unless reduced to writing and signed by the party to be bound by such change or amendment.

23. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or individually executed this the _____, 2022.

Accepted by: _____
OWNER: _____
Owner Name: _____

_____, 2022
Date

Mark Alan Wilson _____
Operator:
MAW Enterprises, USA, dba. Flyboy Aviation
Mark Alan Wilson

_____, 2022
Date