



TRAMMELL AVIATION GROUP

Formerly Tulsa Aviation Group

Aircraft Rental Agreement & Liability Release

Fleetwide Rental, Training, Discovery Flight & Release Terms

This Aircraft Rental Agreement and Liability Release (the "Agreement") is entered into by and between Tulsa Aviation Group, LLC, doing business as Trammell Aviation Group ("Operator"), and the undersigned individual ("Participant"). When Participant rents or operates an aircraft from Operator, Participant is also referred to in this Agreement as "Renter." Rental-specific provisions apply only when applicable. The assumption-of-risk, release, acknowledgment, and other generally applicable provisions apply to renters, students, discovery-flight participants, passengers, and other persons receiving flight-related services from Operator. Participant may participate in one or more of these capacities during the term of this Agreement, and a change in Participant's status or activity - including progression from discovery flight to student to renter - does not, by itself, require execution of a new Agreement. In consideration of rental access, flight instruction, discovery-flight participation, use of Operator facilities or equipment, or other flight-related services, as applicable, Participant agrees to the terms below. For purposes of this Agreement, a "Discovery Flight" means introductory flight instruction conducted by an authorized Trammell Aviation Group Certified Flight Instructor for educational purposes. At the instructor's discretion, a discovery-flight participant may be permitted limited manipulation of the flight controls as part of that introductory instruction.

1. Term; Renewal; Termination

This Agreement becomes effective at 12:01 a.m. local time on the Agreement Effective Date entered in the Participant / Agreement Information section on the final page and continues for one (1) year unless earlier terminated. This Agreement will automatically renew for successive one (1) year terms unless either party gives written notice of termination. Operator may suspend or terminate rental privileges at any time for safety, insurance, qualification, payment, operational, or policy reasons.

Termination or expiration of this Agreement does not release Renter from any obligations arising from rentals, flights, incidents, charges, or damage occurring before termination.

2. Rental Eligibility and Pilot Qualifications

Renter represents and warrants that Renter will act as pilot in command only when legally qualified to do so under applicable Federal Aviation Regulations and Operator policies, and only after completing any checkout, recurrent checkout, or other training required by Operator for the specific Aircraft.

- Renter must hold a valid and current pilot certificate with all ratings, endorsements, and privileges required for the intended operation.
- Renter must have a current FAA flight review, if required for the intended operation.
- Renter must satisfy all applicable medical qualification requirements for the intended operation, whether by FAA medical certificate, BasicMed, or other legally permitted basis acceptable to Operator. Operator may impose requirements that are more restrictive than FAA minimums.
- Renter must comply with Operator checkout, currency, and recency requirements for each make/model and for any VFR, night, IFR, cross-country, grass-strip, or other specialized operation.
- The person named on this Agreement shall be the pilot in command unless Operator provides prior written approval otherwise.

3. Acceptance of Aircraft; Preflight; Discrepancies

Before each flight, Renter shall personally conduct a thorough preflight inspection of the Aircraft, review aircraft records and status information made available by Operator, and determine that the Aircraft is acceptable for the intended flight. Renter acknowledges only that Renter accepted the Aircraft for flight after a normal preflight inspection and with no unreported discrepancies known to Renter at departure.

Renter shall immediately notify Operator of any discrepancy, inoperative item, abnormality, damage, suspected damage, propeller strike, hard landing, exceedance, or maintenance concern. Renter shall not authorize repairs, tamper with, or attempt to repair the Aircraft except as specifically directed by Operator.

4. Payment Obligations

Renter agrees to pay Operator, upon demand or pursuant to Operator's normal billing procedures, all amounts arising from or related to the rental, possession, or operation of the Aircraft, including but not limited to:

- Time and service charges computed by Hobbs meter, tach time, or other method designated by Operator at the then-current posted rates;
- Daily minimums, overnight minimums, cancellation fees, no-show fees, late return charges, cleaning charges, and schedule disruption charges imposed under Operator policies;
- Parking, tie-down, hangar, landing, ramp, security, de-icing, handling, and similar third-party charges;
- Fines, penalties, citations, assessments, tolls, fees, or regulatory charges arising from the flight or Renter's use of the Aircraft;
- Ferry, repositioning, pilot, travel, lodging, recovery, inspection, and administrative expenses reasonably incurred by Operator due to Renter's acts, omissions, delays, or unauthorized operations;
- Collection costs and reasonable attorney fees to the extent permitted by law.

5. Damage; Loss; Indemnity

Renter is responsible for loss of or damage to the Aircraft, its components, parts, equipment, documents, and accessories occurring during the rental period to the extent caused by Renter's operation, misuse, negligence, violation of this Agreement, violation of law, or failure to timely report an occurrence or discrepancy. This includes, where applicable, the cost of inspection, repair, replacement, ferry or recovery, and loss of use to the extent permitted by law.

Renter agrees to indemnify, defend, and hold harmless Operator, its owners, members, managers, employees, instructors, agents, and affiliated parties from and against claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney fees, arising out of or related to Renter's use, possession, or operation of the Aircraft, except to the extent finally determined to have been caused solely by the gross negligence or willful misconduct of Operator.

5A. Participant Safety Responsibilities

All participants, including renters, students, discovery-flight participants, and passengers, shall follow all reasonable instructions of the pilot in command, assigned flight instructor, and Operator personnel; use seat belts and shoulder harnesses as directed; remain clear of propellers and other hazardous aircraft areas; secure loose articles; and refrain from touching aircraft controls, switches, doors, or equipment unless instructed or authorized. Participant shall disclose any condition, medication, impairment, or other circumstance that could reasonably affect safe participation and shall not participate while impaired by alcohol, drugs, intoxicants, or a condition that would make participation unsafe.

6. Required Reports and Immediate Actions After an Occurrence

Renter shall report any accident, incident, hard landing, propeller strike, bird strike, lightning strike, off-airport operation, runway excursion, suspected damage, mechanical abnormality, or law-enforcement or regulatory inquiry to Operator as soon as practicable, and in all cases before any further flight. If the Aircraft may have been damaged or its airworthiness may be affected, Renter shall secure the Aircraft, discontinue operation, and await Operator instructions.

Renter shall cooperate fully with Operator, insurers, law enforcement, the FAA, and the NTSB, as applicable, and shall preserve receipts, photos, witness information, and other relevant evidence.

7. Prohibited Uses

Unless expressly approved in writing by Operator in advance, the Aircraft shall not be used or operated:

- For any illegal purpose or in violation of any local, state, or federal law, regulation, or airport rule;
- By any person other than the approved Renter acting within the scope of Operator's approval;
- For any flight for which Renter is not properly certificated, rated, endorsed, current, qualified, or approved by Operator;
- To carry passengers or property for compensation or hire;
- Outside the continental United States;
- In any race, speed test, aerobatic flight, intentional spin, or prohibited maneuver;
- On unapproved runways, surfaces, or airports; paved runways under 2,300 feet are prohibited unless specifically approved by Operator for the particular Aircraft and conditions, and grass runways require prior approval;
- For flight instruction, recurrent training, IPCs, flight reviews, or similar training except with a Trammell Aviation Group Certified Flight Instructor approved by Operator;
- For IFR operations unless Renter is instrument rated, current, the Aircraft is approved and equipped for the operation, and Operator has specifically approved the flight;
- By any person under the influence of alcohol, drugs, intoxicants, sedating medication, or any condition that would make flight unsafe. Renter shall not operate the Aircraft within 12 hours after consuming intoxicating substances, and must at all times comply with all applicable FAA alcohol and drug rules.

8. En Route Operations; Overnight Rentals; Fuel; Maintenance Away From Base

Overnight and full-day rentals are subject to prior approval and are subject to Operator's posted minimum-use requirements, which are currently a three (3) hour minimum per day unless Operator states otherwise in writing. Operator may place a credit card or other payment method in the Aircraft for fuel and ordinary FBO charges. Use of that card is limited to Aircraft-related fuel and FBO charges authorized by Operator. Even though the rental is a wet lease, if fuel is purchased away from home base at a price higher than the current market price per gallon at Claremore Regional Airport (KGCN), Renter is responsible for the difference in cost. Renter is also responsible for any ramp, handling, parking, overnight, security, call-out, or other FBO charges incurred during Renter's use of the Aircraft, unless Operator agrees otherwise in writing. If Renter personally pays for fuel or approved FBO charges, any reimbursement shall be limited consistent with this paragraph and requires a receipt showing date, vendor, fuel type, quantity purchased, and Aircraft tail number if available. Operator may deny reimbursement for the wrong fuel grade, unsupported charges, premium service charges not reasonably necessary, or purchases inconsistent with Aircraft or Operator policy.

All fueling and maintenance must be performed by properly licensed and qualified facilities and personnel. In the event of a breakdown or maintenance issue away from home base, Renter must immediately notify Operator and shall not authorize any repair, inspection, disassembly, or tow without Operator approval, except where immediate action is reasonably necessary to protect persons or prevent additional damage.

9. Return of Aircraft; Abandonment; Late Return

Renter shall return the Aircraft, logbooks/items required by Operator, keys, and dispatch materials at the agreed time, weather and safety permitting, in the condition required by Operator policies, ordinary wear excepted. Renter shall promptly notify Operator of expected delays.

If the Aircraft is left away from home base without Operator approval, or if Operator must recover or reposition the Aircraft because of Renter's actions or omissions, Renter shall pay the reasonable costs of recovery, including pilot expenses and flight time at Operator's applicable rates.

10. Insurance Notice

Operator maintains aircraft insurance and hereby gives notice that a qualified renter may be an insured or additional insured under one or more policies maintained by Operator, subject at all times to the exact terms, conditions, approvals, exclusions, deductibles, and limits of those policies. Nothing in this Agreement expands, alters, or guarantees coverage beyond the actual policy language.

Operator's currently stated liability limit for the Aircraft is \$1,000,000 each occurrence, limited to \$100,000 per passenger, subject to policy terms and conditions. If a claim is made arising from Renter's rental period, Renter agrees to pay the applicable deductible and any uninsured amount for which Renter is responsible under this Agreement or applicable law.

Renter is strongly encouraged to obtain a separate non-owned aircraft renter's insurance policy.

Participant acknowledges that Operator makes no representation or guarantee that Participant is an insured or additional insured under any Operator insurance policy. Any coverage available to Participant is determined solely by the terms, conditions, approvals, exclusions, deductibles, and limits of the applicable policy and is not a substitute for Participant's own renter, health, life, disability, or other insurance, as applicable.

11. Operator Policies Incorporated

Operator's then-current rental, scheduling, dispatch, checkout, weather minimum, aircraft limitation, cleaning, and payment policies are incorporated into this Agreement by reference and may be updated from time to time. Renter agrees to comply with those policies as a condition of rental.

12. Miscellaneous

- **Modification.** This Agreement may be modified only by a written instrument signed by Operator and Participant.
- **Severability.** If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force to the fullest extent permitted by law.
- **Waiver.** Failure of Operator to enforce any provision on one occasion shall not constitute a waiver of future enforcement.
- **Entire Agreement.** This Agreement, together with incorporated Operator policies and any aircraft-specific checkout or approval records, constitutes the entire agreement between the parties regarding the rental, training, discovery-flight, participation, and liability-release matters addressed herein.
- **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Oklahoma. Any dispute arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in Oklahoma, unless applicable law requires otherwise.
- **Electronic Signatures.** Signatures transmitted electronically or executed by approved electronic signature service shall be treated as originals to the extent permitted by law.

MINOR PARTICIPANT / PARENT-GUARDIAN ADDENDUM

Complete this Addendum when the Participant is under 18 years of age. The parent or legal guardian confirms authority to consent to the minor's participation in flight instruction, a discovery flight, aircraft-related ground activities, or other services covered by this Agreement.

Minor Participant Name	
Date of Birth	
Parent / Legal Guardian Name	
Relationship / Phone	

PARENT/GUARDIAN CONSENT AND ASSUMPTION OF RISK. I authorize the minor identified above to participate in the applicable Trammell Aviation Group activity. I understand the aviation-related risks described in this Agreement and knowingly assume those risks on my own behalf in connection with the minor's participation.

PARENT/GUARDIAN RELEASE OF OWN CLAIMS. To the fullest extent permitted by Oklahoma law, I release and waive my own claims, including derivative or consequential claims I may personally possess arising from the minor's participation, to the same extent described in Section 13. This paragraph does not purport to waive or release an independent claim belonging solely to the minor to the extent such a waiver is not enforceable under applicable law.

EMERGENCY MEDICAL AUTHORIZATION. If I cannot be reached promptly in an emergency, I authorize Operator and its personnel to obtain or arrange reasonable emergency medical evaluation, transportation, and treatment for the minor. I understand that I remain responsible for costs not otherwise covered by insurance.

Parent / Guardian Signature	
Printed Name	
Date	

13. Assumption of Risk; Release and Waiver of Liability

Participant understands and acknowledges that aviation and aircraft-related activities involve inherent and other risks that can result in serious bodily injury, death, property damage, or other loss. These risks include, without limitation, aircraft operation, boarding and deplaning, takeoff and landing, turbulence, weather, mechanical or equipment malfunction, runway or airport hazards, collision, emergency or off-airport operations, and the acts or omissions of pilots, instructors, passengers, maintenance personnel, air traffic control, airport personnel, or other third parties.

Participant knowingly and voluntarily assumes all risks associated with aircraft rental, flight instruction, discovery flights, familiarization flights, passenger flights, aircraft operation, ground activities, and use of Operator facilities or equipment, whether those risks are known or unknown, foreseeable or unforeseeable, except to the extent assumption of a particular risk is prohibited by law.

TO THE FULLEST EXTENT PERMITTED BY OKLAHOMA LAW, PARTICIPANT, FOR PARTICIPANT AND PARTICIPANT’S HEIRS, ESTATE, PERSONAL REPRESENTATIVES, AND ASSIGNS, RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Tulsa Aviation Group, LLC d/b/a Trammell Aviation Group, together with its owners, members, managers, employees, certified flight instructors, agents, contractors, affiliated entities, insurers, aircraft owners and lessors, and each of their respective representatives (collectively, the “Released Parties”), for claims for personal injury, death, property damage, or other loss arising from the ordinary negligence of a Released Party or from the inherent risks of the activities covered by this Agreement.

This release does not apply to gross negligence, willful or wanton misconduct, fraud, intentional injury, or any liability that cannot lawfully be released or waived. Participant understands that this Section is intended to be as broad and inclusive as permitted by Oklahoma law and that Participant may decline to participate before signing this Agreement.

I have read and understand Section 13 - Assumption of Risk; Release and Waiver of Liability. Initials: _____

Participant / Agreement Information

Participant Name

Pilot Certificate No. (if available)

Aircraft (if applicable / known)

Agreement Effective Date

Agreement Scope

(Administrative reference only; this Agreement remains fleetwide.)

Covers present and future participation as a discovery-flight participant, student, renter, passenger, or other approved participant during the term of this Agreement. No new signature is required solely because Participant changes participation status.

14. Acknowledgment

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ THIS AGREEMENT, INCLUDING THE ASSUMPTION OF RISK AND LIABILITY RELEASE, UNDERSTANDS IT, HAS HAD THE OPPORTUNITY TO ASK QUESTIONS OR SEEK INDEPENDENT LEGAL ADVICE, AND AGREES TO BE BOUND BY ITS TERMS. PARTICIPANT UNDERSTANDS THAT RENTAL-SPECIFIC TERMS APPLY ONLY WHEN PARTICIPANT RENTS OR OPERATES AN AIRCRAFT, AND THAT THIS AGREEMENT CONTINUES TO APPLY IF PARTICIPANT’S ROLE OR ACTIVITY CHANGES DURING THE TERM, INCLUDING PROGRESSION FROM DISCOVERY FLIGHT TO STUDENT TO RENTER, WITHOUT REQUIRING A NEW SIGNATURE SOLELY BECAUSE OF THAT CHANGE.

Participant Signature	
Printed Name	
Date	