

LLC AIRCRAFT RENTAL AGREEMENT

This Aircraft Rental Agreement ("Agreement") is entered into by and between: by the individual _____ (hereinafter referred to as "Customer/Pilot") whose address appears on the Pilot Information Form (attachment A) that is attached hereto and made a part hereof, and _____ (hereinafter alternatively referred to as "Operator"), a New York State limited liability corporation, who maintains an address at 100 Eagle Point Drive, Eddyville, KY 42038. _____ and Customer/ Pilot are parties to this Agreement.

I, _____, print name Customer/Pilot, hereby agree to the following terms and conditions for the use/rental of the _____ aircraft identified as _____ a C172 Skyhawk (hereinafter "Aircraft")

1. RENTAL PERIOD: The rental period shall be in one-tenth (0.10) hour periods as determined by the "Hobbs" meter time, rounded up to the next tenth hour at the beginning and end of each rental period. Operator must be notified of any delays in the return of the Aircraft. Notification must be by verbal, text or email and is not considered notice until acknowledged by Operator.

2. CHECK-OUT: Aircraft may be operated only by the Customer/Pilot named above who has completed flight training and/or a check out with an operator instructor accepted by Operator. The Customer/Pilot must also meet the minimum qualifications for the aircraft flown.

3. MINIMUM RENTAL CHARGES AS FOLLOWS:

Four hours minimum per day will be charged for overnight flights.

Two hours minimum will be charged for reservations over five hours.

These are considered basic minimums; the time may be less with prior arrangement or based on availability.

4. REBOOKING: Aircraft are subject to rebooking if Customer/Pilot is more than thirty (30) minutes late for a scheduled appointment.

5. LATE RETURN: If unable to return the Aircraft on schedule, Customer/Pilot must notify Operator by telephone, text or email and is not considered notice until acknowledged by Operator. At Operator's discretion, additional charges may apply for a late return at a rate of _____.

6. MASTER SWITCH: If the Master Switch is left on in the Aircraft and the battery is depleted, there will be a minimum fee of \$50.00, or cost of replacement of the battery, if needed.

7. PAYMENT CONDITIONS: All rentals are final once the contract is signed thereby reserving the aircraft. Refunds of pre-payments or money placed on account will be considered by operator on a case-by-case basis and may be denied in whole or part once Aircraft is reserved.

8. FLIGHT INSTRUCTION /FLIGHT INSTRUCTORS: Operator provides no flight instruction and does not provide any recommendation regarding flight instructors or the need for a flight instructor. Any flight instructor engaged by Customer/Pilot is contracted for and hired by Customer/Pilot independent of Operator. Any private instructor s hired by Customer/Pilot must be approved by Operator but Operator does not assume responsibility for the competency, actions or lack of action of any flight instructor. Customer /Pilot acknowledges Operator is not responsible for the competency, actions or lack of action of any flight instructor hired by Customer/Pilot nor for the determination of whether Customer/Pilot needs a flight instructor. The engagement or hiring of a flight instructor does not relieve the Customer/Pilot of any of the terms obligations, covenants, duties and responsibilities of this Agreement or of operation of Aircraft.

9. SMOKING: There will be no smoking inside or in the vicinity of any Operator Aircraft.

10. PREFLIGHT: Customer/Pilot shall personally conduct a preflight inspection of the Aircraft as prescribed by the Operator checklist, including checking documents, fuel from all sumps and determining that the fuel and oil on board the Aircraft are sufficient for the planned lesson/flight. If during preflight, Customer/Pilot notices any damage or maintenance issue (for example, but not limited to a flat spot on a tire), Customer/Pilot must report the issue to Operator prior to the flight, and Customer/Pilot shall not proceed with any flight until cleared to proceed by Operator. Customer/Pilot will be responsible for any unreported damage and any consequences including injury to Customer/Pilot and liabilities/injuries of any type to third parties caused by proceeding without Operator approval after Customer/Pilot noticed the damage. Also, prior to any flight, the Customer/Pilot shall brief all passengers on the proper use of seats, seat belts, air vents, lights, emergency exits and emergency procedures, and shall follow all appropriate Federal Aviation Administration (hereinafter referred to as "FAA") rules and regulations.

11. WEATHER: Customer/Pilot shall obtain weather reports, forecasts or weather briefings for the proposed flight prior to commencing the flight. The Aircraft shall be operated only when current and forecast aviation weather indicates that VFR weather conditions exist both locally and in route. IFR operations are permitted only for the Instrument-Rated Customer/Pilot.

12. ACCIDENTS/INCIDENTS: Customer/Pilot agrees to report to Operator any accident, incident, mishap, physical damage or injury to person(s) or to the Aircraft, immediately by electronic or verbal means or if not possible to do so as soon as practicable.

13. CERTIFICATES: Customer/Pilot must hold valid and current FAA pilot and medical certificates and have passed a flight review or equivalent within the last twenty-four (24) months and be current in all respects. Notwithstanding anything to the contrary, Customer/Pilot shall be responsible to determine Customer/Pilot's legal ability to operate rented Aircraft, in terms not limited to appropriate and current medical certificate, pilot's license, flight review and any other legal limitations.

14. SEIZURE OR FORFEITURE OF AIRCRAFT: In the event of seizure, forfeiture or damage to the Aircraft as a result of the Customer/Pilot's actions or lack of action, Customer/Pilot agrees to pay Operator an amount equal to two (2) hours per day rental of the

Aircraft at the rate specified in paragraph one (1.) above for each day the Aircraft is held out of service. The total of such payments are not to exceed the fair market value of the Aircraft. Customer/Pilot also agrees to pay all legal and attorney's fees and all fines, charges and expenses incurred for release and recovery of Aircraft.

15. FUEL FEE CREDITS: Fuel credits will be applied to the Customer/Pilot's account based upon the presentation of proper receipts at the time the Aircraft is returned to the Operator. If the fuel/oil was purchased below the current price of fuel/oil at the Operator's FBO, credit will be issued for the exact amount of the fuel/oil purchase. If fuel/oil is purchased at a price above the current price of fuel/oil at the operator's FBO, costs will be reimbursed at the current cost of fuel/oil at the Operator's FBO. Any charges other than fuel/oil will not be reimbursed unless authorized in this Agreement or unless prior authorization for additional charges was received from the Operator. Reimbursements must be requested at the termination of the flight or the next business day if the flight terminates outside of the Operator's normal business hours, and must be accompanied by a receipt. Reimbursement will be made in the form of a credit against the rental amount. Whenever possible, Customer/Pilot shall fuel the Aircraft at Operator's FBO rather than at other airports.

16. CUSTOMER/PILOT'S PHYSICAL CONDITION: Customer/Pilot shall not operate the Aircraft if Customer/Pilot has used intoxicating beverages, liquor, tranquilizers, sleep-inducing medications or any other medications or substances listed by the FAA that may compromise or affect the Customer/Pilot's judgment or motor skills within twenty-four (24) hours prior to the commencement of a flight. In addition, Customer/Pilot shall not operate the Aircraft if Customer/Pilot suffers from any physical or mental impairment that would affect the safety or well being of Customer/Pilot, passengers, or third parties or the Aircraft.

17. PROHIBITED ACTIVITIES: The Aircraft shall not be used to carry persons or property for hire. The Aircraft shall not be used to carry hazardous or illegal substances. No objects, including people, may enter or exit the Aircraft while the engine is running or while the Aircraft is in flight. Parachuting is prohibited. The Aircraft may not be flown in any race or contest. Aerobatics are prohibited in Operator Aircraft. Except in an emergency, Customer/Pilot will operate the aircraft only at FAA approved (public) airports with hard surface runways.

18. SUBLEASE ASSIGNMENT: Subleasing the Aircraft or assigning this Agreement to any other party or person is strictly prohibited.

19. CONDITION OF AIRCRAFT: Customer/Pilot hereby acknowledges that Operator is not the manufacturer of the Aircraft, not the manufacturer's agent, and that Operator makes no warranty or representation, either express or implied, as to the fitness, workmanship, design condition, or airworthiness of the Aircraft, its fitness for any particular purpose, or the quality or capacity or the materials in the Aircraft.

20. AIRCRAFT CARE: Customer/Pilot agrees to maintain engine oil at proper levels and to return the Aircraft in a clean condition. A \$10.00 cleaning fee will be applied to Customer/Pilot's account for Aircraft returned in an un-clean condition. If, as a result of Customer/Pilot's usage the Aircraft becomes soiled or damaged in any way, it will be Customer/Pilot's responsibility to

pay for the required cleaning and/or repairs. Customer/Pilot agrees to always tie down the Aircraft securely.

21. AIRCRAFT SQUAWKS: Any damage incurred whether minor or substantial shall be reported to Operator immediately. Customer/Pilot shall report any damage or problems with the Aircraft observed during the preflight inspection to Operator prior to the flight, so as not to be held liable for the problem. Customer/Pilot will be responsible for any damage or problem previously occurring in the Aircraft if said damage or problem is not reported to Operator prior to Customer/Pilot's use of the Aircraft. Discrepancies, damage or problems occurring during the flight shall be reported to Operator after each flight or the next business day if the flight terminates outside of the Operator's normal business hours. Squawks should be written on the appropriate forms provided.

22. STUDENT PILOT RULES: If Customer/Pilot is a Student Pilot; Customer/Pilot may only fly under the direct supervision of an Operator's approved, certified flight instructor. Student Pilots must file a FAA Flight Plan for each leg of cross-country flights. "Round Robin" flight plans are not permitted. Although Operator may require a certified flight instructor, per paragraph eight (8.) above, engagement of the certified flight instructor is independent of Operator who assumes no responsibility or liability of any kind relating to such flight instructor.

23. FLIGHT INSTRUCTOR RULES: All personnel who wish to flight instruct in Operator's aircraft must be approved by operator. Flight Instructors and Customer/Pilot acknowledge that Operator Flight Instructors are not employees of Operator.

24. FLIGHT CONDITIONS:

NIGHT FLIGHT: Unless Customer/Pilot completes a night check-out with an approved Operator Flight Instructor, Customer/Pilot may schedule for daylight flights only. The exception to this policy is if Customer/Pilot is instrument-rated or if Customer/Pilot has logged a minimum of 10 hours of night flight and is night current. Customer/Pilots of Operator who have been given night instruction as part of their training and now hold a Private Pilot's License may also schedule aircraft for night flight.

MOUNTAIN FLIGHT: Mountain flight is prohibited unless Customer/Pilot has completed a mountain check-out with an Operator approved Flight Instructor, or has had this signed by an Operator approved Flight Instructor.

IFR FLIGHT: There shall be no flights in IMC (Instrument Flight Conditions) without a current instrument rating.

AEROBATICS: Aerobatics are prohibited in Aircraft.

25. DAMAGE TO AIRCRAFT: At the termination of the rental period, Customer/Pilot shall return the Aircraft to Operator in the same condition as when received, except for reasonable wear and tear. Customer/Pilot shall be liable to Operator for any and all loss or damage, including but not limited to: broken static wicks, flat-spotted tires, spilled food and beverages in the cabin, damage to landing gear or firewall due to excessively hard landing, damage to the wings, elevator or rudder tips, or any other damaged sustained by the Aircraft. If an insurance claim is made regarding the Aircraft due to damage caused by Customer/Pilot's actions or lack

of action, Customer/Pilot will be responsible for the full amount of any insurance deductible and any amount of damage not covered by said insurance. The filing of an insurance claim does not relieve Customer/Pilot of liability for any loss or damage.

26. STOWING THE AIRCRAFT: At the termination of the rental period, the Customer/ Pilot shall properly stow the Aircraft, including installing the control wheel lock, throttle lock, installing any covers on the Aircraft and securely tying the Aircraft down. If practical, Customer/Pilot shall refuel the Aircraft.

27. EMERGENCY REPAIRS: Emergency Repairs shall be defined as repairs to the Aircraft that due to statute regulations, mechanical failure, or damage, should be made to the Aircraft before further flight. Should the Aircraft require Emergency Repairs, Customer/Pilot shall comply with the following procedures: (a) Contact Operator for instructions; (b) If no contact can be made and repair can be affected for One Hundred Dollars (\$100.00) or less, Customer/Pilot may authorize and make payment for the repairs, for which Customer/Pilot shall be reimbursed by Operator. Under no circumstances, shall the Aircraft be flown by Customer/Pilot if to do so would be unsafe, would violate any governmental statute or regulation or would compromise the safety of Customer/Pilot, his/her passengers, third parties or the Aircraft. Repairs over One Hundred Dollars (\$100.00) shall not be made or undertaken without approval of Operator.

28. DEFAULT: If Customer/Pilot defaults in the performance of any of his/her obligations under this Agreement, Operator shall, at its option and without further notice, have the right to terminate the Agreement and repossess the Aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detained and Customer/Pilot expressly waives the service of any notice. Exercise by Operator of either or both of the rights specified above shall not prejudice Operator's right's to pursue any other remedy in law or equity. Furthermore, Operator may refuse the rental of any Aircraft at any time, without explanation.

29. GOVERNING LAW AND FORUM: This Agreement shall be construed in accordance with the laws of the State of Kentucky. Any and all actions for enforcement of this contract or relating to this contract or regarding use of the Aircraft must be brought in a Court of competent jurisdiction within the State of Kentucky.

30. GOVERNING REGULATIONS: Customer/Pilot shall observe all Federal and State regulations governing the use and operation of Aircraft, including currency and proficiency requirements set forth in FAR 61.57.

31. INTEGRATION/SUCCESSORS BOUND: This Agreement constitutes the entire Agreement between Customer/Pilot and Operator and supersedes all prior independent Agreements between Customer/Pilot and Operator related to the renting of Aircraft. Any change or modification hereof must be in writing signed by both Customer/Pilot and Operator. This Agreement shall be binding and upon the heirs, legal representatives, successors of the parties hereto except this Agreement is fully assignable by Operator in which event the successor company or entity shall be fully bound relieving Operator and its heirs of responsibility hereto.

32. VIOLATION OR NONPERFORMANCE: Customer/Pilot agrees to release, indemnify Operator, its officers and employees, its successors and assigns and their officers and employees from any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees and expenses incidental thereto, which may be suffered by, or charged to Operator caused by any violation or non-performance by Customer/Pilot of any covenant, duty or condition of this Agreement or by an act or failure to act by Customer/Pilot.

33. RENTAL FEE: Customer/Pilot shall pay Operator a rental fee for Customer/Pilot's use of the Aircraft of _____. Such rental fees shall be due and payable immediately at the end of the rental period. A credit card must be on file with the Operator. In the event of non-payment within fifteen (15) days, interest will accumulate at a rate of 1.5% per month until the balance is paid in full. Furthermore, all applicable debit charges involved with a returned check will be added to the balance for collection, as well as reasonable collection fees (minimum collection fee is \$200.00), including attorney's fee.

34. EXTENSION OF AGREEMENT: This Agreement shall be continuing and shall control each use of Aircraft by Customer/Pilot, unless modified or terminated by both Customer/Pilot and Operator in writing.

35. RELEASE OF LIABILITY AND INDEMNITY: Customer/Pilot hereby releases Operator, its officers and employees, its successors and assigns and their officers and employees from and indemnifies, Operator, its officers and employees, its successors and assigns for any and all liability, whether in contract or tort (including strict liability and negligence), and for any loss, damage, death, or injury of any nature whatsoever caused by Customer/Pilot's use or misuse of the Aircraft and sustained by Customer/Pilot, its employees, agents, invites or third parties. The parties hereby agree that under no circumstances shall Operator, its officers and employees, its successors and assigns and their officers and employees be liable for indirect, consequential, special or exemplary damages, whether in contract or tort including strict liability and negligence, such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of Aircraft under this Agreement.

Customer/Pilot agrees to defend Operator, its officers and employees, its successors and assigns and their officers and employees and the Aircraft from all claims whatsoever, whether in contract or tort (including strict liability and negligence) by third parties and to indemnify and hold harmless Operator, its officers and employees, its successors and assigns and their officers and employees for all, injuries, including death, losses and damages of any kind occurring to third parties, their representatives, heirs or assigns occurring because of Customer/Pilot's use, operation or rental of the Aircraft.

36. CANCELLATION FEES: If Customer/Pilot cancels Aircraft, inside of twenty-four (24) hours prior to the appointment, Customer/Pilot will be charge 25 percent of the Aircraft time reserved, up to a maximum of \$175.00 of Aircraft time. In the event of a No-Show without previous notice, there will be a charge of one (1) hour of flight time for bookings of up to six (6) hours and three (3) hours of flight time for bookings of more than six (6) hours up to twenty-four (24) hours. Aircraft scheduled for the rental period to take place before and/or after normal

business hours will be subject to a minimum cancellation fee of seventy-five dollars (\$75.00), exclusive of weather-related cancellations.

37. CERTIFICATION: Customer/Pilot certifies he has read this Agreement and the information contained in this Agreement is correct. Customer/Pilot agrees to the terms and conditions set forth herein. Some of the information in this agreement has been provided by Customer/Pilot. Customer/Pilot understands that Operator is relying on this information to rent Aircraft to Customer/Pilot. The provision of incorrect or false information by Customer/Pilot is a material breach of this Agreement.

38. CURRENCY: Customer/Pilot must have flown the Operators Aircraft or same type aircraft within the preceding 90 days to maintain flight proficiency. An annual check ride with the Operator is required.

39. RECORDS: It is Customer/Pilot's responsibility to keep his/her insurance records updated with the current information on their address, phone number, driver's license number, credit, card, FAA medical class and date, and flight review date. Customer/Pilot must produce these documents prior to the signing of this Agreement and prior to each operation of Aircraft.

40. PRIVACY AGREEMENT: Operator follows strict security standards and procedures to help prevent unauthorized access to personal information, aircraft and airports. Only properly authorized employees of Operator may access information Operator collects from or about Customer/Pilot to conduct business. Instructors of Operator who have access to customer or consumer information may use it only for legitimate business purposes. Additionally, Operator safeguards Customer/Pilot information in accordance with data security regulations, including personal information received via the Internet. Operator may disclose information we collect about Customer/Pilot to government, regulatory and legal authorities in response to a subpoena, to prevent acts of terrorism, to comply with an inquiry by a government agency.

41. ASSUMPTION OF RISK AND LOSS: Customer/Pilot understands there is a risk of injury in aircraft operations, and from participation in aviation activities. While FAA Regulations, _____ rules, and personal care and discipline may reduce the risk, the risk still exists and is accepted and assumed by Customer/Pilot; therefore Pilot knowingly and freely assumes all such risks, both known and unknown, and however arising. Pilot assumes liability for all medical costs, attorneys' fees and any and all other expenses and damages resulting from injury to Pilot and, if signing as a Parent or Legal Guardian, to the Pilot signing this Agreement.

42. SEVERABILITY: If any part of this Agreement unenforceable or is declared or held unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement will continue to be valid and enforceable.

Date: _____

Customer/Pilot Signature: _____

_____ print name

Address: _____

City/State/ZIP: _____

Parent/Guardian Signature: (If Customer/Pilot is under the age of 18). By signing below Parent/Guardian is made a party to this Agreement. The Parent/Guardian is bound severally to all terms obligations, covenants, duties and responsibilities of this Agreement. Where this agreement specifies an obligation, duty, covenant or responsibility of the Customer/ Pilot it is also severally an obligation, duty, covenant or responsibility of Parent/Guardian including but not limited to the duties and covenant to hold harmless, indemnity and defend. Parent/Guardian is also separately responsible for and chargeable to ensure the minor pilot abides by all terms obligations, covenants, duties, responsibilities and requirements or Agreement.

_____ print name

(Part of _____, Inc. Aircraft Rental Agreement)

Name _____ Address _____

City _____ State _____ Zip _____

Home phone _____ Business phone _____

Occupation _____ Employer _____

Citizen U. S. Other _____ Email _____

Medical certificate class _____ Date of issue _____

Pilot certificate # _____ Date of issue _____

Flight Review
expiration date _____ Total time PIC _____

Renter's (or Non-Owner) insurance coverage: Yes No

Agent: _____ Company: _____

Check all applicable: STU REC PRI COM Instrument

CFI SEL MEL ATP GLI