

Sauk Valley Aviation, INC.



AIRCRAFT RENTAL AGREEMENT

This Aircraft Rental Agreement is entered into by the individual whose printed name is _____ ("Pilot"), and whose address appears on the Pilot Information Form included herein, with Sauk Valley Aviation, Inc. an Illinois corporation, Whiteside County Airport, 10950 Hoover Road Rock Falls, IL 61081. Each of Sauk Valley Aviation, INC and Pilot are parties to this Agreement.

RECITALS:

A. Sauk Valley Aviation, INC operates an aviation fixed base operation at , Whiteside County Airport, 10950 Hoover Road Rock Falls, IL 61071 and in conjunction there with rents aircraft to pilots certificated by the Federal Aviation Administration ("FAA"). A rental includes rentals to student pilots in solo flight. (Any aircraft rented to Pilot by Sauk Valley Aviation, INC is hereinafter called the "Aircraft"). B. Pilot intends to rent Aircraft from Sauk Valley Aviation, INC from time to time.

C. Pilot is therefore willing and wishes to enter into this Agreement setting forth the terms and conditions which shall govern all Aircraft rental transactions which may take place between Sauk Valley Aviation, INC and Pilot.

TERMS AND CONDITIONS:

Therefore Pilot, intending to be legally bound, hereby promises and agrees with regard to rental of any Aircraft as follows:

1. Inspection. Pilot agrees that he will inspect the Aircraft prior to its use. If the Aircraft is not in good overall condition or has apparent defects, Pilot will immediately notify Sauk Valley Aviation, INC and will not operate the Aircraft or continue the rental transaction. Pilot further acknowledges and agrees that any Aircraft will be returned, together with all documents and accessories, in the same condition as when rented and at or before the ending time of the scheduled rental.
2. Charges. Pilot shall pay for Sauk Valley Aviation, INC rental at the hourly rates for the Aircraft as posted by Sauk Valley Aviation, INC from time to time:
 - (1) for the elapsed time on the Aircraft "Hobbs" meter measuring time of operation, however, rental time shall be at least one-half of the scheduled time up to a minimum rental of two hours for each week day, and four hours for each Saturday, Sunday or holiday;
 - (2) all expenses incurred in conjunction with returning the Aircraft if for any reason left by Pilot at a location other than, Whiteside County Airport: and
 - (3) upon demand, the amount of all loss or damage occurring while the Aircraft is rented to Pilot.

3. Operations. Pilot shall strictly follow these operating rules and procedures, that is, Pilot shall:

- (1) not allow any other person to operate the Aircraft.
- (2) comply with all FAA regulations and other applicable laws;
- (3) not carry persons or property for hire;
- (4) fly only when the reported weather is VFR, and in conditions as approved by Sauk Valley Aviation, INC (instrument rated pilots approved by Sauk Valley Aviation, INC for flight in instrument conditions may operate IFR);
- (5) be on an FAA flight plan on flights to destinations more than 50 NM from Whiteside County Airport;
- (6) land only at established, public airports, with hard surface of at least 3,000 feet;
- (7) not perform any aerobatics, buzzing or other unsafe operations;
- (8) not land the Aircraft in a crosswind greater than the Aircraft's maximum demonstrated crosswind component;
- (9) not give flight instruction;
- (10) not operate the Aircraft in formation flight;
- (11) notify Sauk Valley Aviation, INC by the most expeditious means if the Aircraft will not be returned on schedule; (12) abide by Sauk Valley Aviation, INC Customer and Airport User Handbook, a copy of which has been read by Pilot;
- (13) advise Sauk Valley Aviation, INC of proposed cross-country flights and airports to be utilized.

Exceptions to these operating rules and procedures will be made only with the **written** approval of an Officer of Sauk Valley Aviation, INC

4. Security. Pilot shall carefully look after the Aircraft and its accessories. When parked the Aircraft shall be properly secured with tie downs, or in a hangar, and locked with Pilot retaining possession of the keys to the Aircraft at all times during the rental.

5. Indemnity, Waiver, and Release. Pilot agrees to indemnify and hold harmless Sauk Valley Aviation, INC against all loss or damage occurring to or Sauk Valley Aviation, INC third parties as a result of operation of the Aircraft by Pilot. Pilot understands there is a risk of injury in aircraft operations, and from participation in aviation activities. While FAA Regulations, rule Sauk Valley Aviation, INC s, and personal care and discipline may reduce the risk, the risk still exists and is accepted and assumed by 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.

6. Insurance. Sauk Valley Aviation, INC provides limited coverage liability insurance (up to \$100,000) and aircraft physical damage (hull) insurance (up to \$75,000) for the benefit of Pilot. Pilot is responsible for deductibles as follow \$500.00 Not in motion and \$2500.00 In motion Pilot hereby acknowledges receipt of the "Notice Regarding Insurance Coverage" included herein.

7. Term.

- (1) The term of any rental transaction shall commence as of the time scheduled by Pilot for the rental and shall continue until such time as the Aircraft is returned to, and secured at, Whiteside County Airport.

(2) This Agreement shall be effective as of the date set forth in the last paragraph hereof and shall continue in effect for a term of one (1) year. Thereafter it shall automatically be renewed from year to year for renewal terms of one (1) year each unless and until terminated by one party giving the other thirty (30) days prior notice of termination.

8. Arbitration. As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this

Agreement, Pilot or Sauk Valley Aviation, INC may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each consents to any disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The prevailing party may be awarded costs including reasonable attorney fees, and all other costs of the arbitration proceeding. In situations where a party asserts any claim, position or defense, which is not substantially justified by the law or facts, the arbitrator shall award to the opposing party that party's reasonable attorney fees incurred as a result of that party's defending any such claim, position or defense.

9 Notices. All notices from one party to the other shall be in writing and may be effectively given by postage prepaid U.S. mail to the other party's last known address.

10. Integration. This Agreement sets forth the entire understanding of the parties regarding the subject matter. Any modification, change or amendment shall be in writing signed by an officer of Sauk Valley Aviation, INC

NOTICE REGARDING INSURANCE COVERAGE:

As a renter of aircraft from Sauk Valley Aviation, Inc., you are hereby notified that:

- (1) Sauk Valley Aviation, Inc carries insurance which covers aircraft renters meeting Sauk Valley Aviation, Inc experience requirements for a maximum of \$100,000 in third-party bodily injury and property damage liability claims.**
- (2) Hull insurance in favor of aircraft renters is NOT maintained.**

PILOT INFORMATION

NAME & ADDRESS: _____

City _____ State _____ Zip _____

Email _____

Home phone _____ Cell phone _____

Citizen U.S. or Other _____

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

Company _____ Agent _____

List all current pilot certifications held _____

IN WITNESS WHEREOF, as of the _____ day of _____, 20____, this four page Agreement, including the Recitals, the Terms and Conditions, the Notice Regarding Insurance Coverage, and the Pilot Information Form, is signed by Pilot on behalf of himself or herself, and his or her spouse (if any), intending to be legally bound, in Whiteside County, Illinois. Upon Pilot signing this Agreement Sauk Valley Aviation, INC may investigate the creditworthiness and reputation of Pilot and, if approved, will thereafter acknowledge Pilot's signature by signing below. Flight Instructor rental authorizations below the signature lines are solely for Sauk Valley Aviation, INC administrative convenience. By signing this Agreement Pilot also acknowledges receiving the foregoing Notice regarding Insurance Coverage on Page 2 and represents that the information provided in the Pilot Information form on Page 3 is accurate and complete.

Received and acknowledge by:
SAUK VALLEY AVIATION, INC

By: _____
Authorizes Signer

Pilot's Signature

If Pilot is less than 18 years of age this

Agreement must be signed below by a parent or legal guardian who, by signing, agrees and acknowledges this document in its entirety as applicable to Pilot and to him or her, and his or her spouse (if any).

Pilot's date of birth: _____

Signature of Parent or legal Guardian



RENTAL AUTHORIZATIONS:

<u>AIRCRAFT</u>	<u>FLIGHT INSTRUCTOR'S SIGNATURE</u>	<u>DATE</u>	<u>CONDITIONS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

