



AIRCRAFT RENTAL AGREEMENT

I, _____, (hereinafter referred to as "Lessee") hereby agree to the following terms and conditions for the use/rental of Inspire Aviation LLC, (hereinafter referred to as "Lessor") 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. Lessor must be notified of any delays in the return of the Aircraft.

2. **CHECK-OUT:** Aircraft May be operated only by the Lessee who has completed a check out with the Lessor or and Lessor approved certificated Flight Instructor. The completion of this Check-Out will be entered into the Lessor records. Renter must possess all FAA requirements for the aircraft being flown.

3. **INSURANCE:** Renter/ Non-Owned Insurance Policy is required. The minimum is \$50,000 aircraft damage liability. **Lessor does not accept policies written by Avemco or their subsidiaries.**

4. RESERVATION MINIMUMS:

- For weekday overnight excursions, a minimum of two (2) flight hours per 24 hour period will be charged.
- For weekends and holidays, a three (3) flight hours per 24 hour period will be charged.
- For daily rentals greater than two (2) hours, a minimum of 40% of the reservation time will be charged.

5. **REBOOKING:** Aircraft and/or Instructors are subject to rebooking fee if the Lessee is more than thirty (30) minutes late for a scheduled reservation and has not contacted the Lessor. (Refer to section 33 fee amount)

6. **LATE RETURN:** If unable to return the Aircraft at scheduled time, Lessee must notify Lessor and/or next pilot. If there is no notification made and the renter is habitually late the late fees will be as follows:

- Greater than 30 minutes late a \$50.00 charge will apply.
- Greater than 1 hour late a \$140.00 charge will apply.

7. **MASTER SWITCH:** If the Master Switch is left on in the Aircraft and the battery is depleted, there will be a fee of \$50.00 recharge fee. If the battery is unrecoverable/unchargeable the total cost of replacement will be billed.

8. **PAYMENT CONDITIONS:** All sales are final. This includes but is not limited to Block Credits, Account Prepayments and Fuel.

9. **Flight Logging Requirement For Block-Time/Credits Users:** Block time users must log each flight within 24 hours of completion. Failure to log the flight within this period will result in an additional fee. A fee of \$5.00 per day will accrue.

10. **SMOKING:** There will be no smoking inside the Lessor facility or in the vicinity of any Lessor Aircraft. (VAPE, SMOKELESS TOBACCO, ILLEGAL SUBSTANCE, LIQUOR Etc.)

11. **Monthly Due:** Each Lessee is required to pay \$10.00 in monthly dues. Dues are only applicable if the Lessee flies during that month, if Lessee does not fly within the month - the charge will not be applicable. These dues are for (aircraft improvement/ facility upkeep).

12. **Runway Usage Restrictions:** Aircraft rented under this agreement are strictly prohibited from landing on any off airport unimproved runways (unpaved runways).

13. **Geographical Restrictions:** All aircraft shall not be operated beyond the 48 contiguous states of the United States or within 1 nautical mile of the Southern border without prior permission from INSPIRE AVIATION.

14. **PREFLIGHT:** Lessee shall personally conduct a preflight inspection of the Aircraft and note the condition of the aircraft on the dispatch form while dispatching reservation on FSP.

The Lessee should report the issue to the Lessor prior to the flight, so as not to be held liable. Lessee will adhere to all FAA rules and regulations regarding pre-flight of the aircraft.

15. **WEATHER:** Lessee shall obtain weather reports, forecasts or weather briefings for the proposed flight prior to commencing the flight.

16. **ACCIDENTS/INCIDENTS:** Lessee agrees to report to Lessor any accident, incident, or physical damage to the Aircraft as soon as practicable.

17. **SEIZURE, FORFEITURE OR DAMAGE OF AIRCRAFT:** In the event of seizure, forfeiture or damage to the Aircraft as a result of the Lessee negligence, Lessee agrees to pay Lessor an amount equal to the average use of the aircraft rental per day for each day the Aircraft is held out of service. Lessee also agrees to pay all legal and attorney's fees and all expenses incurred in the recovery of said Aircraft.

At the end of the rental period, Lessee shall return the Aircraft to Lessor in the same condition as when received. Lessee shall be liable to Lessor 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 damages sustained by the Aircraft.

18. **FUEL FEE CREDITS:** Fuel credits will be applied to the Lessee account based upon the presentation of proper receipts at the time the Aircraft is returned to the Lessor. 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 Lessor. Reimbursements must be requested at the termination of the flight or the next business day if the flight terminates outside of the Lessor'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. Inspire Aviation LLC will reimburse pilots for fuel purchases at a rate up to, but not exceeding, the current KDWH Gill Aviation full-service fuel truck price. Fuel may be purchased at any location, but reimbursement will be capped at the prevailing KDWH fuel truck rate.

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

20. **Damage Reporting:** Lessee must report any damage, whether minor or substantial, immediately to the Lessor via the "Squawk" tab for the aircraft on FSP. Any damage or issues observed during the preflight inspection should be reported to the Lessor before the flight to avoid liability. If any unreported damage or issues are found in the Aircraft prior to flight, the Lessee will assume responsibility for these. Any discrepancies, damage, or problems occurring during the flight must be reported to the Lessor after the flight, or on the next business day if outside normal business hours. Reports can be submitted via the provided forms or through the Lessor's online scheduling system.

21. **AIRCRAFT CARE/ STOWING THE AIRCRAFT:** The Lessee agrees to maintain all aircraft fluids, air pressure, and other standards as outlined in the POH and by the Lessor. The aircraft must be returned clean. A \$50 cleaning fee may be charged if the aircraft is returned with issues such as bug-covered leading edges or windshield, excessive oil on the cowling, or trash in the cockpit (e.g., water bottles, food, pens). The Lessee is responsible for the cost of cleaning or repairs if the aircraft is soiled or damaged during their use.

The Lessee must always securely tie down or hangar the aircraft. At the end of the rental period, the aircraft must be wiped down, properly stowed, any covers installed, and securely tied down if left outside the hangar.

22. **STUDENT PILOT RULES:** If Lessee is a Student Pilot(NON-CERTIFICATED PRIVATE PILOT); Lessee may only fly under the direct supervision of a Lessor approved, certificated flight instructor.

23. **Certificated Flight Instructor Rules:** All individuals wishing to provide flight instruction at the Lessor's facility must obtain approval from the Chief Flight Instructor. The Lessee acknowledges that Certificated Flight Instructors are independent contractors and not employees of the Lessor.

24. **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, Lessee shall comply with the following procedures:

(a) Contact Lessor for instructions. See phone tree on FSP for contact information.

(b) If no contact can be made and repair can be affected for One Hundred Dollars (\$100.00) or less, Lessee may authorize and make payment for the repairs, for which Lessee shall be reimbursed by Lessor. Under no circumstances, shall the Aircraft be flown by Lessee if to do so would violate any FAA rule or regulation or compromise the safety of Lessee, his/her passengers, or the Aircraft.

(c) **If damages or repairs caused by customer negligence occur causing the Lessor to commute to location, Lessee will be responsible for all travel and expenses incurred to repair.**

25. **DEFAULT:** If Lessee defaults in the performance of any of his/her obligations under this Agreement, Lessor 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 guilt of trespass, breach of peace or forcible entry and detained and Lessee expressly waives the service of any notice. Exercise by the Lessor of either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy in law or equity. Furthermore, the Lessor may refuse the rental of any Aircraft at any time, without explanation.

26. **GOVERNING LAW:** This Agreement shall be construed in accordance with FAA Rules and Regulations and by the laws of the State of Texas.

27. **CURRENCY REGULATIONS:** Lessee shall at all times comply with all applicable FAA Rules and Regulations related to currency requirements for the operation and use of the Aircraft. Prior to operation, Lessee must complete a checkout with a Certificated Flight Instructor (CFI) approved by the Lessor and must have flown within the preceding 90 days. To meet currency requirements outside the Lessor's Aircraft, Lessee must have flown a similar make and model aircraft within the preceding 90-day period, subject to the discretion of the Chief CFI. If the 90-day period has lapsed without operation, Lessee shall be required to complete an additional checkout with a CFI approved by the Lessor before resuming operation of the Aircraft. This 90-day proficiency requirement applies specifically to trainer aircraft. *For advanced aircraft categories, alternative proficiency and currency standards may be established as provided in separate operational guidelines.*

28. **INTEGRATION/SUCCESSORS BOUND:** This Agreement constitutes the entire Agreement between Lessee and Lessor, and as of its effective date supersedes all prior independent Agreements between Lessee and Lessor related to the renting of Aircraft. Any change or modification hereof must be in writing signed by both Lessee and Lessor. Lessor reserves the right and ability to terminate Lessee membership status and association with Lessor for any and all reasons. This Agreement shall be binding and shall insure to the benefits of heir, legal representatives, successors and assigns of the parties hereto.

29. **INDEMNITY-FORCE MAJEURE:** Lessee agrees to release, indemnify and hold Lessor, its officers and representatives harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorney's fees and expenses incidental thereto, which may be suffered by, or charged to Lessor by reason of any loss or damage to any property, or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Lessee of any covenant of condition of the Agreement or by an act or failure to act of Lessee.

30. **LATE PAYMENT FEE:** Lessee shall pay Lessor a rental fee for Lessee use of the Aircraft according to the published rate structure. Such rental fees shall be due and payable immediately at the end of the rental period. In the event of non-payment within twenty four (24) hours, interest will accumulate at a rate of 5% per day of past due balance until the balance and accrued interest is paid in full. If balance and accrued interest is not paid after thirty (30) days, the account will be sent to collections. Furthermore, all applicable debit charges involved with a returned check will be added to the balance for collection, as well as all collection fees (minimum collection fee is \$200.00), including attorney's fee.

31. **EXTENSION OF AGREEMENT:** This Agreement shall be continuing and shall control each use of Aircraft by Lessee, unless modified or terminated by both Lessee and Lessor in writing.

32. **DISCLAIMER OF LIABILITY:** Lessor hereby disclaims and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage, death, or injury of any nature whatsoever sustained by Lessee, its employees, agents or invites during the term of this Agreement. The parties hereby agree that under no circumstances shall Lessor 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.

33. **CANCELLATION AND NO SHOW POLICY:** If Lessee cancels or no-shows an Aircraft Rental Reservation within 24 hours of reservation without the approval of the Lessor, Chief Flight Instructor or Certificated Flight Instructor - Lessee may be subject to applicable fees.

- For reservations less than 4 hours - a flat fee of **\$150.00** will be billed.
- For reservations greater than 4 hours - 40% of the total reservation time at aircraft rental rate will be billed.
- All cancellation fees will be the responsibility of the named Lessee on FSP reservation.

34. **RECORDS:** It is Lessee responsibility to keep his/her insurance records updated with the current information on their address, phone number, driver's license number, credit card, pilot certificates, FAA medical class and date, and flight review date. Lessee must produce and upload these documents to FSP prior to the signing of this Agreement.

35. **PRIVACY AGREEMENT:** Lessor follows strict security standards and procedures to help prevent unauthorized access to personal information, aircraft and airports. Only properly authorized representatives of Lessor may access information Lessor collects from or about Lessee to conduct business. Instructors of Lessor who have access to customer or consumer information may use it only for legitimate business purposes. Additionally, Lessor safeguards Lessee information in accordance with data security regulations, including personal information received via the Internet. Lessor may disclose information we collect about Lessee 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.

36. **PAYMENTS:** All payments must be made within 24 hours of reservation otherwise Lessee is subject to interest accrual. Payment options are as followed:

- **ACH:** (Preferred method) No processing fees.
- **Cash, Zelle, and Check Payments:** No processing fee will be applied when paying with ACH, Cash, Zelle, or Check.
- **Credit Card Payments:** A processing fee of 3% + \$0.30 will be applied to all card transactions.

Lessee/Pilot Signature
(Signed in person post Checkout Flight)

Lessee Parent/Guardian Signature (If Under 18)

Lessee/Pilot Print Name

Lessee Parent/Guardian Print Name

Lessor/Owner Signature
(Signed in person post Checkout Flight)

Date

Inspire Aviation LLC
Rev3.1 (11/24)

- Please review the entire Rental Agreement.
- Checking off each box acknowledges each term.
- Enter First/Last name and date where applicable.
- Save PDF once completed.
- Upload completed PDF to Flight Schedule Pro under "Aircraft Rental Agreement" in Documents.
- Upon successful checkout flight, Agreement will be signed in ink by Lessor and Lessee and updated by Lessor in FSP.