



AIRCRAFT RENTAL AGREEMENT

I, _____, (hereinafter referred to as "Customer/Pilot") hereby agree to the following terms and conditions for the use/rental of Inspire Aviation LLC, (hereinafter referred to as "Operator") 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.
2. **CHECK-OUT:** Aircraft May be operated only by the Customer/Pilot who has completed a check out with the Operator or an Operator approved Certified Flight Instructor. The completion of this Check-Out will be entered into the Operator records. The Customer/Pilot must also meet the minimum qualifications for the aircraft flown.
3. **INSURANCE:** Renter's insurance is required. The minimum is \$40,000 aircraft damage liability.
4. **DAILY MINIMUMS:** For overnight excursions, a minimum of two (2) flight hours per 24 hour period on weekdays and three (3) flight hours on weekend days and holidays per 24 hour period will be charged.
5. **REBOOKING:** Aircraft and/or Instructors are subject to rebooking if Customer/Pilot is more than thirty (30) minutes late for a scheduled appointment and has not contacted the Operator.
6. **LATE RETURN:** If unable to return the Aircraft on schedule, Customer/Pilot must notify Operator by telephone. Additional charges may apply for a late return.
7. **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.
8. **PAYMENT CONDITIONS:** All sales are final. Refunds of pre-payments or money placed on account will be handled on a case-by-case basis.
9. **SMOKING:** There will be no smoking inside the Operator facility or in the vicinity of any Operator Aircraft.
10. **PREFLIGHT:** Customer/Pilot shall personally conduct a preflight inspection of the Aircraft as



viation LLC checklist, including checking documents, fuel from all sumps and

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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 a flat spot on a tire), Customer/Pilot should report the issue to the Operator prior to the flight, so as not to be held liable. Also, 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.

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 as soon as practicable.

13. **CERTIFICATES:** Customer/Pilot must hold valid and current FAA pilot and medical certificates and have passed a biennial 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, biennial 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 negligence, Customer/Pilot agrees to pay Operator and amount equal to two (2) hours per day rental of the Aircraft at the current hourly rate 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 expenses incurred in the recovery of said 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. 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. Inspire Aviation LLC will reimburse pilots for fuel priced less than or equal to the current KDWH Gill Aviation full service fuel truck price (<https://www.airnav.com/airport/KDWH>). You are free to purchase fuel anywhere, but you will only be reimbursed up to the current KDWH fuel truck price.

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 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 wellbeing of the passengers or the Aircraft.

17. **PROHIBITED ACTIVITIES:** The Aircraft shall not be used to carry persons or property for hire. a. The Aircraft shall not be used to carry hazardous or illegal substances. b. No objects, including people, may enter or exit the Aircraft while the engine is running or while the Aircraft is in flight. c. Parachuting is prohibited. d. The Aircraft may not be flown in any race or contest unless prior permission is obtained



itics are prohibited in Operator Aircraft unless prior permission is obtained by

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The Operator. f. Formation flight is prohibited in Operator Aircraft unless prior permission is obtained by The Operator.

18. SUBLEASE ASSIGNMENT: Subleasing the Aircraft or assigning this Agreement to any other party or person is 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 merchantability 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 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 in Flight Circle Website under Squawk Tab. 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 or can be reported on Operator's On-Line Scheduling System.

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.

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

24. 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 damages sustained by the Aircraft. If an insurance claim is made on the aircraft due to damage caused by Customer/Pilot's negligence, Customer/Pilot will be responsible for the full amount of the deductible



25. **STOWING THE AIRCRAFT:** At the termination of the rental period, the Customer/ Pilot shall properly wipe down and stow the Aircraft, installing any covers on the Aircraft and securely tying the Aircraft down if left outside of the hangar.

26. **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 violate any governmental statute or regulation or compromise the safety of Customer/Pilot, his/her passengers, or the Aircraft.

27. **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 anytime, without explanation.

28. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Texas.

29. **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 and 60-day currency with Operator.

30. **INTEGRATION/SUCCESSORS BOUND:** This Agreement constitutes the entire Agreement between Customer/Pilot and Operator, and as of its effective date 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 shall inure to the benefits of heir, legal representatives, successors and assigns of the parties hereto.

31. **INDEMNITY-FORCE MAJEURE:** Customer/Pilot agrees to release, indemnify and hold Operator, its officers and employees 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 Operator 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 Customer/Pilot of any covenant of condition of the Agreement or by an act or failure to act of Customer/Pilot.

32. **RENTAL FEE:** Customer/Pilot shall pay Operator a rental fee for Customer/Pilot's use of the Aircraft according to the published rate structure. Such rental fees shall be due and payable immediately at the



Multi-day cross country flights require prepayment for total trip hours. In the

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event of non-payment within fifteen (15) days, interest will accumulate at a rate of 2.5% 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.

33. 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.

34. DISCLAIMER OF LIABILITY: Operator hereby disclaims and Customer/Pilot hereby releases Operator 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 Customer/Pilot, its employees, agents or invites during the term of this Agreement. The parties hereby agree that under no circumstances shall Operator 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.

35. CANCELLATION FEES: If Customer/Pilot cancels Aircraft, Flight Instructors or lessons inside of twenty-four (24) hours prior to the appointment, Customer/Pilot is subject to being billed for 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), with exclusion for weather or health-related cancellations.

36. CERTIFICATION: Customer/Pilot certifies that the above information is correct. Customer/Pilot understands that the Operator is relying on this information to rent Aircraft to Customer/Pilot. Customer/ Pilot agrees to the terms and conditions set forth therein.

37. CURRENCY: Customer/Pilot must have flown the Operators Aircraft within the preceding 60 days to maintain flight proficiency. [6 https://inspireaviation.godaddysites.com](https://inspireaviation.godaddysites.com)

38. 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, pilot certificates, FAA medical class and date, and flight review date. Customer/Pilot must produce these documents prior to the signing of this Agreement.

39. 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



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Date: _____

Customer/Pilot Signature: _____

_____ (print name)

Address: _____

City/State/ZIP: _____

Parent/Guardian Signature: (If Customer/Pilot is under the age of 18)

_____ (print name)