

Remedy Aviation - Rental Agreement

THIS AGREEMENT is entered into between Remedy Aviation (RA) with its principal place of business located at Sigurd Anderson Airport (1D7), located at 14424 SD Hwy 25, Webster, South Dakota 57274, and _____, the Renter and/or Student. RA, hereby known as the "Operator" will lease to the "Renter" or "Student" upon the terms and conditions herein the designated Aircraft referred to as the "Aircraft" and/or provide dual and supervised flight instruction through FAA Certificated Flight Instructors.

WHEREAS, RA is engaged in the business of providing services involving aircraft rental and instruction;

WHEREAS, Renter or Student desires to rent RA's aircraft for the purpose of attaining their pilot certification, additional ratings, additional certificates, or for leisure.

NOW THEREFORE, RA and Renter or Student agree as follows:

1. **Ownership.** Renter or Student acknowledges and agrees that the Aircraft is the property of the Operator.
2. **Airworthiness.** Renter or Student acknowledges that he/she will inspect the Aircraft and will find it to be in good mechanical condition prior to start-up and after shutdown. If a renter or student discovers damage to any part of the aircraft during preflight he/she must immediately notify RA prior to flight to ensure proper documentation. Renter or Student acknowledges that he/she will review the Aircraft logbooks and Aircraft squawks or discrepancies prior to each flight. Any repairs away from 1D7 requires approval from RA Management: Micah Small (605-228-7464) or Carla Hardy (605-216-5665). Renter or Student agrees not to tamper, alter, or attempt to repair any parts of the Aircraft or its accessories unless specifically authorized by Remedy Aviation. **Renter or Student acknowledges that he/she must conduct a post-flight inspection and must immediately report any damage to RA.**
3. **Billing Time.** Renter or Student acknowledges that all charges for use of an aircraft will be based on operation time accrued as measured by the aircrafts Hobbs time in the Piper Cherokee 140. Hourly rental rates are "wet" and posted on RA's Website. If on a long cross- country and the aircraft needs to be refueled, you will be reimbursed for fuel at the current discounted price RA pays for fuel at 1D7. Please provide a copy of the fuel receipt. **Aircraft is to be fueled with 100LL only.** It is the Pilot/Renter or Student Pilot's responsibility to ensure the correct aviation grade fuel is used in the aircraft.

4. **Rental Period.** Renter or Student agrees to return the Aircraft at the scheduled time, weather permitting. At the discretion of the Operator, the Renter may be charged for any time for a late return at the following rate: For each hour or partial hour at the operator's discretion, the normal hourly rate of rental. With prior approval from RA, the Renter may keep the aircraft overnight. However, said rental period cannot interfere or conflict with RA normal operations. A member of RA will instruct the Renter as to what time the aircraft must be back. Failure to return the aircraft at said time could result in the Renter being charged a late fee and/or loss of revenue fee as deemed appropriate, including instructor time loss of revenue. If the Renter receives approval to keep the aircraft overnight, it is required to keep the aircraft in a hanger, at the Renter's expense.
5. **Personal Liability for Damages.** The Renter or Student acknowledges personal liability to pay the Operator on demand for any loss or damage to the Aircraft, parts, equipment, and loss of use as a result of damage caused, during his or her rental period. Also, the amount of parking, tie down or hangar charges incurred at other locations until the Aircraft is returned to the Operator.
6. **Securing Aircraft.** Renter or Student agrees to properly secure the Aircraft after flight, when not in use. Additionally, the Renter or Student agrees that he or she will be responsible for any hangar fee, tie-down fee, facility fee, ramp charge, and/or any other fees associated with landing and securing an aircraft during the rental period. Renter or Student is responsible for conducting a post-flight inspection.
7. **Aircraft Condition.** Renter or Student agrees to leave the interior of the Aircraft in the condition the Renter or Student found it, and to remove any trash or personal effects. Further, the aircraft shall be secured back into RA's hangar with the main wheel chocked and secure the hangar.
8. **No Smoking Policy.** Renter or Student acknowledges that smoking is prohibited inside the Aircraft, the RA hangar or in its immediate vicinity. If this policy is violated, the Renter or Student shall be personally liable to the costs associated with cleaning the aircraft and/or hangar.
9. **Aircraft Abandonment.** Renter or Student agree that if the Aircraft is abandoned away from 1D7 airport, the Renter or Student will be charged pilot expenses plus flight time at dual instructor rates

to go to and return the Aircraft to 1D7, including being charged for any loss of aircraft rental revenue, if it is deemed that the Renter or Student was negligent in operation of the RA aircraft.

10. **Reporting.** Renter or Student agrees to report all accidents or incidents to the nearest FAA FSDO, NTSB, and the Operator immediately and as required by regulations.
11. **Instructor Billing.** Renter or Student acknowledges that Instructors bill on the basis of the time scheduled. Instructional time begins at the pre-appointed start time and ends at the completion of the post lesson debriefing.
12. **No Show Policy.** In order to keep the Aircraft and Instructor as available as possible any Renter or Student that schedules either the Aircraft and/or Flight Instructor, and fails to show at Remedy Aviation by **15 minutes** past the start time of their reservation, may be assessed the following charges:
 - a. **Aircraft** - One-half of the full rental rate for the period of time that the Aircraft was reserved, but in no case being charged more than three hours.
 - b. **Instructor** - Full instructor rate for the period of time that the instructor was reserved.
13. **Authorized Instructors.** Renters and Students understand that RA instructors are the **ONLY** individuals authorized to instruct in RA aircraft. Giving or receiving flight instruction by or from any flight instructor not specifically authorized by RA is **PROHIBITED**. Further, the Renter or Student acknowledges that those found to be in violation of this policy may be subject to termination of rental and/or instructional privileges.
14. **Payment Policy.** Renter or Students acknowledges and agrees to the following payment policy: Payment for Aircraft rental and/or instruction is due at time of sales. In the event that a balance goes unpaid in excess of 30 days, then a service charge of 1.5% (18%APR) will be applied. In addition, the renter will not have access to the Aircraft or instruction until the full unpaid balance is paid in-full. You will be restricted from making reservations, and any current reservations are subject to cancellation, until such time as the account is brought current. The service charge for returned checks is \$50.00. If renting outside of normal business hours, all invoices are payable within three (3) business days upon

receipt. After three (3) business days, your credit card and/or debit card on file, will be charged.

15. **Credit/Debit Card Policy.** Renter or Student acknowledges that the Operator requires that all renters and students have a valid credit or debit card on file. The credit card information will be stored securely. Any balance not paid within **three (3) calendar days** will be charged to your credit card which is kept securely on file with Remedy Aviation. If you pay cash or check, which means you have money on account with us, you still need to have a credit card or debit card on file. However, balances will first be paid using funds on account. **Without a valid credit and/or debit card on file with Remedy Aviation, you will be prohibited from making reservations, receiving instruction, and being dispatched an aircraft. Please be sure to keep current credit and debit card information on file in your profile.**

16. **Documentation.** Renter and Student are **required** to provide and update the following documents:
 - a. Pilot Certificate (Renters and Students)
 - b. Current FAA Medical Certificate or BasicMed (Renters and Students)
 - c. Photo identification (Renters and Students)
 - d. Proof of Citizenship (Students only)
 - i. Valid unexpired passport, or
 - ii. Certified copy of birth certificate
 - e. TSA authorization (if required)
 - f. Valid Credit or Debit Card (on file)

17. **Prohibited Usage.** Renter or Student agrees that the Aircraft **shall not** be used or operated:
 - a. For any illegal purpose(s).
 - b. In any contest, speed test or race.
 - c. By any person other than the Renter who signed the agreement.
 - d. Outside the limits of the Continental United States.
 - e. To carry passengers or property for monetary compensation or hire.
 - f. Perform aerobatic flight and or intentional spins.
 - g. The combined weight of passengers and baggage shall not exceed 500 pounds.**
 - h. For flight instruction received from an instructor not affiliated with RA.

18. **Attorney Fees and Costs.** Renter or Student agrees to pay Operator for all costs, attorney fees, expenses, charges, or any other monies the Operator shall pay or incur in the event any action is undertaken or instituted by the operator to recover possession of the Aircraft or to enforce any provision, term, covenant, or condition contained in this Aircraft Rental Agreement.

19. **General Acknowledgement.** Renter or Student, by signing this agreement, does agree to adhere to all provisions contained in this Aircraft Rental Agreement.
20. **Debit/Credit Card Policy Acknowledgement.** Renter or Student attests that they have read and understand the Credit and Debit Card Policy, set forth in this agreement, of Remedy Aviation. Further, they authorize Remedy Aviation, to charge the credit card and/or debit card on file for any unpaid balances in excess of three (3) business days; for any damage to a rental aircraft while dispatched to me; and any cost associated with recovering an abandoned aircraft dispatched to me.
21. **Insurance.** Remedy Aviation **STRONGLY SUGGESTS** that all Pilot Renters and Students possess Non-Owned Aircraft Rental Insurance with a **minimum \$5,000 of non-owned liability damage protection** for day VFR rental privileges and **\$30,000 of non-owned liability damage protection for night rental privileges if the Pilot/Renter fails to meet the minimum night hour requirement.** Student Pilots will only conduct night flights with an authorized instructor at Remedy Aviation and the night insurance requirement does not apply. **Renter or Student Pilot must provide proof of insurance to Remedy Aviation. Failure to provide proof, may result in immediate suspension of rental privileges and interruption of flight instruction.**
22. **Aircraft Damage.** The Pilot/Renter or Student Pilot agrees to pay for any damage (including loss of use) to the aircraft as a result of Pilot/Renter's or Student Pilot's negligence. It is the Pilot/Renter's sole responsibility to ensure proper treatment and operation of the aircraft and/or equipment during the rental period which includes damage sustained during pre-flight or post flight inspections, including damage sustained while ground handling the aircraft, moving aircraft into and out of any hangar which is being rented to the Pilot/Renter or Student Pilot, and during all phases of flight, including practicing maneuvers.
23. **Personal Liability.** Pilot/Renter's and Student Pilot's liability is not limited and our insurance company may subrogate under the following conditions:
- a. Pilot/Renter's willful misconduct or gross negligence.
 - b. Violating the Federal Aviation Regulations (FAR's).

- c. Use of Remedy Aviation's aircraft in an illegal activity.
- d. The Pilot/Renter or Student Pilot conducting flight training to another pilot, or receiving flight training from anyone who is not an authorized CFI at Remedy Aviation. Only authorized instructors at Remedy Aviation, can provide flight training in Operator's aircraft.
- e. If the Pilot/Renter or Student Pilot materially breaches the terms of this agreement.
- f. Using a Remedy Aviation aircraft for commercial operations.

The Pilot/Renter or Student Pilot is provided a limited amount of liability insurance coverage, **\$100,000** (Pilot/Renter or Student Pilot Liability Coverage - policy endorsement available upon request), which only applies when renting Sky Chief Aviation aircraft and **DOES NOT** provide any coverage to Pilot/Renter or Student Pilot for damage to the Aircraft itself. Renter is responsible for payment of Remedy Aviation's insurance deductible, **immediately**, if the Pilot/Renter or Student Pilot causes damage to the aircraft while the aircraft is in their possession. Additionally, you will be responsible for aircraft loss of use while being repaired. The Remedy Aviation deductibles are:

- a. If the rented Aircraft sustains damage while "not-in-motion" as defined by the insurance company, then the Renter will be liable for the **\$2,500.00** deductible amount.
- b. If the rented Aircraft sustains damage while "in-motion" as defined by the insurance company, then the Renter will be liable for the **\$2,500.00** deductible amount. "In motion" means while the aircraft is under its own power or the momentum generated therefrom or while it's in flight

In the event that it does not cover the full deductible, the Renter and/or Student shall be personally responsible for any difference and payment shall be made within **seven (7) days** of receipt of invoice for demand of payment for the deductible difference and for any loss of use of the aircraft which results from the damages sustained while in your care and possession.

The Aircraft is insured for its current stated value. In the event of an accident caused by a proven mechanical malfunction, Remedy Aviation will assume responsibility for the deductible. Should an accident or incident occur as a result of Pilot/Renter or Student Pilot **negligence**, then the Pilot/Renter or Student Pilot is responsible for any and all damages that occur during the rental period.

24. **Loss of Use.** The Pilot/Renter or Student Pilot at the discretion of Remedy Aviation, shall be responsible for paying for the aircrafts loss of use during the grounded period while the damaged aircraft is being repaired. The loss of use shall be calculated at the aircrafts current rental rate for six (6) hours of flight time per day, each day the aircraft remains out of series, as a result aircraft damage sustained while the aircraft was in the Pilot/Renter or Student Pilot's care and possession.

25. **Flight Operations and Safety Rules.** Renter and Student Agrees to abide by the Flight Operations and Safety Rules as outlined below:

- A. **Currency** - Renter must hold a valid and current Pilot's Certificate with appropriate ratings. The Renter named on the Rental Agreement must be Pilot in Command and will be responsible for the Aircraft at all times. Renter must possess evidence of a current flight review, medical certificate, and Aircraft checkout by Micah Small "Co-Owner/Chief Flight Instructor" or Carla Hardy, "Co-Owner.

- B. **ADS-B.** For any aircraft that is rented that has ADS-B Out equipment, the Renter and/or Student understands that the unit **MUST** be turned **ON** for **ALL** flights, regardless of the airspace you will be flying and/or training in. If the unit is not operable, please make the necessary squawks and notify Micah or Carla immediately.

- C. **Weather.** Renter must plan to operate the Aircraft only when the present and forecasted weather indicates VFR conditions local and en-route (ceilings of at least 2,500 feet and visibility of 5 miles or greater) **unless renter is Instrument rated and current for IFR. Special VFR will be permitted only to avoid a more hazardous situation and is approved by Remedy Aviation.** Cross-country flight will not be permitted beyond 250 nautical miles from point of origin unless Renter is Instrument Rated and current for IFR, unless prior arrangements have been made with a Racial Lakes' Aviation Instructor. You are to exercise sound aeronautical decision-making (ADM) skills and plan appropriately when making the go/no-go decision.

- D. **Alcohol or Drugs.** Renter may not operate the Aircraft for a period of at least **24 hours** after consumption of any alcoholic beverage, while under the influence of alcohol, while under the influence or while using any drug or

substance that affects the person's faculties in any way contrary to safety. The Renter will comply with all local, state and federal regulations.

- E. **Pre-Flight and Post-Flight.** Pilot/Renter or Student Pilot will **personally conduct** a **pre-flight** and **post-flight** inspection of the Aircraft before all flights as prescribed by the Manufacturer. You agree to comply with the Manufacturer's recommended checklists and comply with any instructions provided by RA or any authorized RA mechanic. All damage and issues **MUST** be reported to Micah Small or Carla Hardy, immediately.
- F. **Take Off and Landing Area.** No takeoff and landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport except in the case of an emergency. **NOTE: No takeoffs and landings are allowed at any airport with a runway having a total landing area of 2,500 feet or less, and/or grass, turn, dirt, (Soft-Field) Airports unless the Renter has been checked out to do so by a Remedy Aviation authorized CFI.**
- G. **Night Flights.** Student pilots are prohibited from conducting solo night flights. Pilots/Renters who wish to rent the aircraft during night hours (as defined by FAR), must have at least **10 hours of solo night experience** or hold a current instrument rating. If it is determined that the Renter fails to meet the experience requirement, the Renter must conduct at least a 1.5-hour dual cross-country flight with an authorized Remedy Aviation CFI, and possess a minimum of **\$30,000** in non-owned liability damage insurance in order to be authorized to rent the aircraft at night. Remedy Aviation reserves the right to inspect a Pilot/Renter's logbook to determine night experience and reserves the right to refuse rental of the aircraft at night to any renter.
- H. **Student Pilot Solo Requirement & Limitations.** Student pilots acknowledge the following solo flight requirements and limitations and must adhere to any other limitations that your instructor places:
- i. All solo flights must be under the **direct** supervision of a RA instructor only.
 - ii. Proper endorsement signed by Remedy Aviation instructor.

- iii. Logbook, medical, student pilot certificate, and photo identification required to be with student at all times.
- iv. Navigation log and weather briefing must be completed and reviewed by instructor.
- v. Absolutely no flights in or through Class B airspace.
- vi. Absolutely no night solo flights.
- vii. Absolutely no passengers allowed per FAR.
- viii. No touch-and-go's allowed. Must be full stop and taxi back.
- ix. No flights into Cedar Key or any soft or grass field, unless it is an emergency.

I. **Student Pilot Solo Flight Weather Minimum.** Student acknowledges and agrees to abide by the following weather minimums at local airport and for each airport for all cross-country flights:

- i. Ceiling of at least 4000' MSL OR 2000' AGL, whichever is greater.
- ii. Minimum visibility of 7 sm.
- iii. Surface winds less than 10 knots, including gusts.

J. **Maneuvers' Prohibited During Solo Flights.** Student pilot acknowledges that the following maneuvers that are prohibited during solo flights:

- i. Touch-n-go
- ii. Simulated Emergency Approach and Landing
- iii. Simulated Instrument Flight (Private Pilots working on instrument rating may have an appropriately rated safety pilot onboard for simulated instrument flight)
- iv. Intentional spins
- v. Emergency Descents
- vi. Power-Off 180° Accuracy Landings (unless specifically authorized in writing by the instructor)
- vii. Steep Spirals (unless specifically authorized in writing by the instructor)

26. **Student Pilot Solo Limitations Policy.** Student acknowledges and agrees to abide by the Student Pilot Solo Limitations Policy.
27. **Cancellation Policy.** Any reservation that is cancelled at least 24 hours prior to start time will not be so charged. Cancellations within 12 hours of the start time may be charged the above fees (Aircraft and Instructor rates). **Right of Refusal and Termination.** RA has the right at any time to refuse aircraft rental and flight instruction to our clients. Clients demonstrating dangerous decision-making skills, display signs of anger management problems, are disrespectful to RA staff, refuse to follow company policies, FAA guidelines, FAR, or are involved in an accident or incident, may be asked to take their business elsewhere. It is not our intention to refuse service, however, safety and well-being of our staff, clients, and aircraft is top priority.
28. **Duration of Agreement.** This Agreement remains in full force and effect for a period of one calendar year from the date of execution of the Agreement. Upon expiration, the Renter must execute a new Agreement.
29. **Enforcement.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Florida. Any legal action or proceeding with respect to this Agreement or the transaction contemplated herein shall be brought in the Courts of the State of Florida sitting in Levy County, Florida, and by execution and delivery of this Agreement, Sky Chief Aviation, and Pilot/Renter or Student Pilot's consent to the exclusive Jurisdiction of said Court and irrevocably waive any objection, including any objection to venue or based on the grounds of forum non convenes.
30. **Severability.** In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended

I HEREBY CERTIFY that the information provided on this Aircraft

Rental Agreement and Student Agreement, is true and correct. Further, I agree to the terms provided in the Remedy Aviation "Aviation Rental Agreement" and the "Flight Operations and Safety Rules," Student Pilot Rules, Credit Card Policy, and Insurance Information. If I violate any of the rules/requirements in this Rental Agreement or any CFR's (except in an emergency), I forfeit my privileges to rent Aircraft and maybe subject to litigation and/or being reported to the FAA. I also authorize Remedy Aviation, to charge my credit card and/or debit for any unpaid balances in excess of three (3) business days, and for any damage to a rental aircraft while dispatched to me.

SIGNED:

Pilot Renter or Student or Legal Guardian (If under 18)

Signature: _____ Date: _____

Printed Name: _____

Remedy Aviation Representative/Witness

Signature: _____ Date: _____

Printed Name: _____ Title: _____