



Aircraft Rental Agreement/Indemnification Agreement/Certification

- 1) **General Rental Agreement**
- a) Renter is to return the aircraft at the agreed time, weather permitting. In the event of a delay, Renter will phone or wire Flights Inc. immediately of any such delay.
 - b) Renter hereby expressly, acknowledges and binds himself, his heirs and assigns for all liabilities to pay Flights Inc. the following:
 - i) Service and time charge computed at the applicable rate as specified in Renter's applicable rate schedule for the period of this rental.
 - ii) A sum equal to the cost of all damages to the aircraft, or loss of equipment of said aircraft during the rental period as well as any damages to other persons or property, OR the deductible amount set forth in the current revision of Flights Inc. Rules and Policies, whichever is the least, caused **by failure to comply with the rules and regulations of the FAA, the terms of this agreement or by the negligence of the Renter.**
 - c) Renter also agrees to comply with the following requirements:
 - i) To observe all rules and regulations of the Federal Aviation Administration (FAA) and Flights Inc.
 - ii) The Pilot-in-Command assumes all responsibility for operation of the aircraft, compliance with this agreement and shall not permit anyone else to fly the aircraft. Pilot-in-Command will only fly the aircraft from the left seat unless authorized by Flights Inc. to fly the aircraft from the right seat.
 - iii) To exhibit license, medical certificate and log book. If required by Flights Inc. management, to be checked out in the type plane rented. All checkouts shall be at Renter's expense.
 - iv) To inspect and make a good preflight check of the aircraft before start and take-off as prescribed by the manufacturer and the Pilot Operating Handbook. No take-off unless the aircraft is in airworthy condition for this flight.
 - v) All flights shall be made under VFR conditions unless the Renter is instrument rated and meets all other requirements of the FAA and has Flights Inc. management approval, to include an IFR checkout.
 - vi) To fly only in contact weather and agrees not to fly in instrument conditions or VFR on top without written approval of Flights Inc.
 - vii) If IFR or VFR cross country, a copy of flight plans shall be filed with Flights Inc.
 - viii) No Renter is allowed to fly outside the U.S. Continental limits without permission in writing from the President of Flights Inc.
 - ix) All accidents must be reported to Flights Inc. immediately or as soon as possible. The Renter shall not in any way manner aid or abet any claimant, but shall cooperate fully with the insurance company in all matters connected with the investigation and defense of any claim or suit.
 - x) Renter agrees to pay a minimum charge for cross country rentals of two (2) hours per day.
 - xi) Flights Inc. reserves the right to cancel this rental agreement and take possession of the aircraft at any time and any place when in its judgment there is deemed to be sufficient cause for such actions and the Renter agrees to bear all expenses incurred in flying the aircraft back to the Flights Inc. ramp. Renter further agrees that in case he must abandon the airplane at some distant point because of weather or other cause, he shall pay the aforementioned expenses incurred in returning the aircraft back to Flights Inc. If the aircraft is abandoned as mentioned above, the renter agrees to notify Flights Inc. immediately or as soon as possible after the abandonment.
 - xii) Renter shall pay all fines, penalties, forfeitures, court costs and other expenses for parking, landing fees or other legal violations assessed against Flights Inc., the aircraft, or Renter with respect to the use of the aircraft while on rental to Renter.
 - xiii) Flights Inc. shall not be liable for loss or damage to any property left, stored or transported in or upon aircraft either before or after the return thereof to Flights Inc. whether or not said loss or damage was caused by or related to the negligence of Flights Inc., its agents or employees. Renter assumes all risks of such loss or damage and waives all claims against Flights Inc., its agents and employees by reason thereof and Renter agrees to hold Flights Inc., its agents and employees harmless from and to defend and indemnify Flights Inc., its agents and employees against all claims based upon or arising out of such loss or damage.
 - xiv) Renter agrees to pay all of Flights Inc. costs and agrees to pay all other reasonable attorney's fees incurred by Flights Inc. arising out of, or in any way connected with the enforcement of the terms or conditions of this agreement.
 - xv) A person who wishes to act as Pilot In Command of Flights Inc. aircraft must be a current member in good standing and have received an aircraft checkout appropriate to the aircraft which he/she wishes to operate.
 - xvi) All checkouts must be accomplished by an appropriately rated flight instructor who has been authorized by Flights Inc. to conduct flight evaluations.
 - xvii) No person may act as a flight instructor without proper authorization from Flights Inc.
- 2) **Waiver of Liability and Hold Harmless Agreement**
- a) I acknowledge that any Aircraft Rental/Flight Operations provided by Flights Inc. involves the possibility of physical injury or death and/or damage to property.
 - b) In consideration of participating in Flights Inc. Aircraft Rental/Flight Operations, I hereby state the following:
 - i) I WAIVE, RELEASE AND DISCHARGE Flights Inc., and any of its officers, employees, representatives, or agents from any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses which may arise by reason of my participation in Aircraft Rental/Flight Operations. To the extent possible by law, I hereby waive, release and discharge all parties notwithstanding their own negligent acts or omissions or the negligent acts or omissions of others.
 - ii) I agree that I will not bring any action or claim against any of the parties hereby released for any reason associated with flight operations or any activity related to Aircraft Rental/Flight Operations or within aircraft or airport facilities.
 - iii) I INDEMNIFY AND HOLD HARMLESS the parties hereby released from any and all claims made or liabilities assessed against them as a result of my participation in Aircraft Rental/Flight Operations.
 - c) I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THE POSSIBLE HAZARDS IN THE USE OF AIRCRAFT AND I AM FULLY AND VOLUNTARILY WAIVING ALL LIABILITY THAT MAY ARISE BY REASON OF THIS PARTICIPATION AFTER FULL CONSIDERATION OF THE RIGHTS I AM WAIVING. THIS WAIVER IS IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN AIRCRAFT RENTAL/FLIGHT OPERATIONS WITH FLIGHTS INC.. **-OR-**
 - d) I HEREBY AFFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF APPLICANT. I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THE POSSIBLE HAZARDS IN THE USE OF AIRCRAFT AND I AM FULLY AND VOLUNTARILY WAIVING ALL LIABILITY THAT MAY ARISE BY REASON OF THIS PARTICIPATION AFTER FULL CONSIDERATION OF THE RIGHTS I AM WAIVING. THIS WAIVER IS IN CONSIDERATION OF MY SON/DAUGHTER BEING ALLOWED TO PARTICIPATE IN AIRCRAFT RENTAL/FLIGHT OPERATIONS WITH FLIGHTS INC.

By signing below as the applicant or parent/guardian of applicant you agree that: 1) you have read and understand the above rental agreement and indemnification agreement; 2) the information you have provided on this form is accurate and true; 3) there are no reasons that you should not be granted aircraft rental privileges due to any enforcement action; 4) being granted aircraft rental privileges will not violate any law, covenant, or order stipulating otherwise.

| | |
|--------------------------------------|--------------|
| Printed name of Applicant: | Date: |
| Signature of Applicant: | Date: |
| Signature of Parent/Guardian: | Date: |

| | | | |
|------------|---------|--------|--|
| Instructor | Student | Renter | |
|------------|---------|--------|--|

Club Membership - check one box

| | |
|---|--------------------------|
| Membership Rates: \$35 per month (this buys you the lowest rate on the aircraft | <input type="checkbox"/> |
| Non- Members: Add \$12 surchrge per hour to member rate | <input type="checkbox"/> |