

Freedom Flyers Aircraft Rental Agreement

This agreement is entered into this _____ day of _____, 20____ between Freedom Flyers Aviation LLC, ("Lessor") hereinafter referred to as "FFA" and "Renter".

Renter agrees to the following Terms and Conditions:

Renter is to return the aircraft at the agreed time, weather permitting. In the event of a delay, Renter will phone or wire FFA immediately of any such delay. Renter hereby expressly acknowledges and binds himself, his heirs and assigns for all liabilities renter incurs with lessor, including:

1. Service and time charge computed at the applicable rates as specified in FFA's current published rate schedule in effect for the period of the rental.
2. 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 caused in whole or in part by failure to comply with the rules and regulations of the FAA, the terms of this agreement or by the negligence of the renter.

Renter also agrees to comply with the following requirements:

1. To observe all rules and regulations of the Federal Aviation Administration (FAA) and all state air regulations.
2. To inspect and make a good preflight check of the aircraft before take-off as prescribed by the manufacturer and the FAA and not to take off unless the aircraft is in airworthy condition for the flight. Renter will further agree to ensure that each flight is properly planned with regard to the latest publication, charts, and NOTAMS and a complete analysis of present and forecast weather will be made and that the flight will not depart unless the forecast weather is satisfactory for that flight and for the return flight.
3. Except in an emergency, FFA aircraft shall not be operated on unpaved runways, runways less than 2000 feet in length, airports designated as closed, abandoned, restricted, uncertain, military or private or from areas not designated as airports.
4. All flights shall be made under VFR conditions unless the Renter is instrument rated and current, and meets all other requirements of the FAA. FFA must have approved the Renter for IFR flight.
5. To fly only in daylight conditions unless FFA has approved the Renter for night flight. Renter must be current for night flight in accordance with FAA regulations. For night flights beyond 10 miles from Sundance Airport, Renter must be IFR rated and current, and must be on an IFR flight plan unless special permission is obtained from the Chief Flight Instructor of FFA.
6. To exhibit license, medical certification and logbook whenever request by FFA. All checkouts shall be at Renters expense.
7. All IFR or VFR cross-country flights shall file a flight plan with Flight Service. A copy will be left with FFA flight operations.

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8. VFR renter pilots are restricted to flights within a 200 nautical mile limit unless special permission is received from FFA management. All renter pilots with less than 200 total hours as a pilot must have all XC flight plans approved by an FFA instructor.
9. When not accompanied by an FFA instructor, the Renter will at all times be the Pilot-in-Command, will assume full responsibility for safe operation of the aircraft and for compliance with this agreement, will always fly the aircraft from the left seat, will not permit anyone else to fly the aircraft, and will not give or receive flight instruction in the aircraft.
10. All accidents must be report to FFA as soon as possible. The Renter shall cooperate fully with the insurance company in all matters connected with the investigations and defense of any claim or suit.
11. Renter agrees to pay the minimum charge for cross-country rental as set forth in this paragraph. Total charges will be for total flying time or for the minimum hours per day times elapsed days, whichever is greater. Elapsed days start at the scheduled start time of rental status at FFA and stop upon arrival at Sundance Airport. In any case where a renter reserves an aircraft for an entire day (8 consecutive hours or more), Renter agrees to pay the minimum charge unless the reservations is canceled at least 24 hours in advance. Minimum charge shall be for two hours for the first half day, or portion thereof, and thereafter fro one hour for each half-day or portion thereof. Half days start at 12 o'clock midnight and at 12 o'clock noon.
12. No Renter is allowed to fly outside the U.S. continental limits without permission in writing by the management of FFA and by the owner of the aircraft to be used.
13. Renter agrees to review the weight and balance limits of the aircraft being flown and will not fly the rented airplane unless it has been determined to be within those limits.
14. Renter agrees to ensure that the aircraft and its controls will be locked and the aircraft secured to the ground while not in use.
15. FFA reserves the right to cancel this rental agreement and take possession the aircraft at any time and any place when in its judgment there is deemed to be sufficient cause and such actions and the Renter agrees to bear all expenses in cured in flying the aircraft back to the Sundance Airport. Renter further agrees that in case he must abandoned the aircraft at some distant point because of the weather, or other cause, he shall pay the aforementioned expense incurred in returning the said aircraft back to Sundance Airport. If the airplane is abandoned, as mentioned above, the Renter agrees to notify FFA immediately.
16. Renter shall pay all parking fees, landing fees, fines, penalties, forfeitures, court costs and other expenses assessed against FFA, the aircraft, or Renter, with respect to the use of the aircraft.
17. Renter acknowledges that repeated late cancellations, defined as cancellations less than 24 hours before scheduled dispatch, will cause the Renter to be assessed a charge of one hour of aircraft time per incident.
18. In the event the services of an attorney are required to collect any account hereunder, the Renter agrees to pay all of FFA's costs and agrees to pay all other reasonable attorneys fees

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incurred by FFA arising out of, or in any way connected with, the enforcement of the terms or conditions of this agreement.

19. Renter acknowledges, accepts and will be responsible to pay the deductible under FFA's Aircraft Liability and Hull insurance in the event of damage to the aircraft. While FFA's policy extends limited coverage to the Renter, FFA encourages the Renter to have Non-ownership aircraft liability coverage. Renter agrees that he is the responsible party for the aircraft and insurance deductible when he is the sole manipulator of the controls even though an FFA pilot or flight instructor might be aboard the aircraft.
20. FFA 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 FFA, whether or not said loss or damage was caused by or related to the negligence of FFA, its agents and employees. Renter assumes all risks of such loss or damage and waives all claims against FFA, its agents and employees by reason thereof and Renter agrees to hold FFA, its agents and employees harmless from and to defend and indemnify FFA, its agents and employees against all claims based upon or arising out of such loss or damage.
21. Renter agrees to indemnify and hold harmless FFA, its agents, servants, employees, successors and assigns from any and all claims, demands, suits, costs, and expenses, including attorney's fees that may arise in whole or in part by reason of any act or omission of the Renter related directly or indirectly to the rental or use of the aircraft.
22. All charges are subject to final audit of light hours flown.
23. I have read and understand the above listed conditions of rental and have received a copy of this Rental Agreement.

Renter Pilot _____ Date _____

Freedom Flyers Board Member _____

Parent/Guardian _____
(Required if pilot under 18 years of age)