

# Orlando Gateway Sport Pilot Flight Training Center LLC

## Rental Agreement

(Must be completed prior to flight in company aircraft)

This rental agreement shall govern the relationship between Orlando Gateway Sport Pilot Flight Training Center LLC, hereafter referred to as Company, and, hereinafter referred to as Renter, for all rental transactions between Company and Renter. This agreement replaces any previous agreement. Rental aircraft and training services are paid for on a pay-as-you-go basis~ no credit will be extended to students or Renters. Payment is expected upon receipt of services, although payment in advance may be held on account with training and rental services charged against the account until the credit balance has been used.

Rental rates are as posted. Rental time is based on the Hobbs meter time rounded up to the next 1/10th hour. Where a hobbs meter and a tachometer are used the rental time shall be the higher of the two. Renter will give at least 24 hour's notice when canceling or changing scheduled flights for any reason other than unsafe weather conditions or preflight discovered aircraft mechanical problems. In this event and at its option, Company reserves the right to charge the Renter one (1) hour of flight time and one (1) hour of instructor time, if applicable. Renter agrees to schedule aircraft when their plans are definite and for the amount of time they intend to use the aircraft. Renter will be considered a no-show if aircraft is not dispatched to them within one half hour of the scheduled time, and no attempt to contact Company has been made. At that time the aircraft will be made available to other customers. Further, student pilots are required to contact their Instructor personally when canceling.

1. The following training prohibitions exist for Company aircraft: spins and Aerobatic maneuvers in airplanes.
2. Renter agrees to use Company aircraft for their business and personal purposes and is in no way authorized to act as an agent of the Company. **Renter will not conduct flights for the purpose of giving flight instruction or any other commercial purpose.**
3. Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated. Further, the Renter must possess a current FAA issued medical certificate appropriate for the type of operation to be conducted or a State Drivers License to operate as a Sport Pilot. Renter must have the appropriate pilots certificates, medical certificates, and photo identification on their person during flight.
4. Renter will provide background information to the Company of: (i) Any incident or accident, major or minor, they have ever been involved in whether or not Company aircraft was involved; (ii) Any action taken by Federal, State or Local authorities against their certificates.
5. Renter agrees to engage in, and pay for, Flight checks and aircraft checkouts by the appropriate Company Flight instructor for every aircraft the Renter intends to rent from the Company. Renter further agrees to flight checks for any of these conditions / situations:
6. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in an un-airworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.
7. Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including: preflight inspection, pre-engine startup, engine start up, taxi, takeoff~ cruise, landing, post landings, engine shutdown, and post-flight check or any other check required by the aircraft POH.

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8. Renter will ensure that the aircraft is operated with: (i) Proper quantity and type of engine oil; (ii) Proper octane of fuel; and (iii) Adequate fuel is loaded for the intended flight.

9. Renter is responsible for the proper operation of all equipment in the aircraft including, but not limited to: communication and navigation radios, GPS, autopilot, etc.

10. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (Specifically 91.103 and all other applicable regulations) for all flights.

11. Renter will never interfere with the operation of the Hobbs or tachometer of an aircraft. This includes: disconnection of wiring, pulling of fuses or circuit breakers, setting of flight controls into unsafe positions.

12. Renter agrees to adhere to the aircraft dispatch policies in use by the Company. Renters are strongly encouraged to file an FAA flight plan for all cross-country flights and to attach a copy of the flight plan and navigational log (or copy of sectional) to the aircraft dispatch sheet.

A. Solo students must file a Solo Flight Checklist with their Instructor for every solo flight.

B. Solo students will not operate airplanes when the crosswind component exceeds 7 knots.

13. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:

(C): Cleaning of any mess caused by liquids or solids dropped, spilled, excreted or vomited within the interior of the aircraft.

(D): Renter will be charged \$65.00 for a dead battery due to master/battery switch being left on. A \$25.00 charge for failing to attend to all items pertaining to items C-F, and \$75.00 for failing to attend to item (C).

(E): A \$125 fee for a lost aircraft key. An aircraft key is considered lost when not in possession of the Company for more than 48 hours, and "loss of revenue" charges not to exceed \$250 can be levied.

(F): Renter agrees to always return the aircraft in a ready-to fly condition when checked in at Company.

15. Renter is responsible for all landing, tie-down, and departure fees or taxes at airports other than the home airport.

16. Renter agrees to return the aircraft at the agreed time and place as recorded on the schedule. Renter will inform Company as soon as practicable if the aircraft is to be kept longer than originally planned, and obtain verification from an administrator of the Company of acceptable return time.

17. Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems. Company is not responsible for incidental costs that may be incurred by the Renter or passengers in the event that the aircraft cannot be returned to the home airport in any case.

Incidental costs not covered include but are not limited to: all telephone calls, rental cars, hotel rooms, airline tickets, and meals.

Furthermore, the Company shall not be responsible for any airport charges incurred for non-maintenance related delays.

18. For reasons other than those resulting from conditions described in the above item. Renter shall remain responsible for the aircraft and will pay all costs incurred to return the aircraft to Company. At its option, Company reserves the right to charge the Renter for "loss-of-use" and any estimated revenues that would have been earned from flights and instruction that were scheduled or were anticipated to be scheduled had the aircraft been returned as required.

- Starting, taxiing, or flying an aircraft while under the influence of alcohol or drug(s) is strictly prohibited.

- Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR); (ii) in violation of State, or Local law; (iii) in violation of any Letter of Agreement executed by Company with the home or local airports.

- Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices, or Company operating procedures.

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- Operating at airports with unpaved runways and/or taxiways.
- Operating at airports where intended runways have usable lengths of less than 2,500 feet.

20. Renter agrees to operate the aircraft from the Pilot in Command (PIC) seat as the sole manipulator of the controls. Right seat PIC flying for CFI's or CFI students only. (CFI: Certified Flight Instructor)

21. Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.

22. In the event of accident or incident involving Company aircraft, Renter will act according to the tenets of NTSB Part 830; particularly:

- Operator of an aircraft is responsible to secure the scene of the accident or incident and to every extent possible preserve and prevent any further damage to passengers or aircraft.
- Notifying and cooperating with the proper Federal, State and Local authorities.
- Reporting the situation to Company as soon as possible using the emergency communication protocol included with the aircraft documents.

23. Renter agrees to assume responsibility for any loss or damage to or involving Company aircraft caused in whole or in part by Renters negligence, violation of Federal Aviation Regulations (Title 14 CFR) , improper procedures, and acts or failure to act in regards to the proper inspection and operation of Company aircraft. Renter agrees to pay for any claims or losses not covered by Company or Renter insurance policies.

24. Renters are strongly encouraged to obtain renters insurance. If Renter does not, or cannot, obtain rental insurance they will be responsible to pay \$3,500.00 for any damage including that caused to tires and landing gear due to excessive braking. Further, Renter may be held responsible for aircraft " loss of use" charges.

Company will reimburse Renter for aircraft fuel and engine oil purchased at airports other than the home airport at the prevailing rate paid for these items at the home airport. Renter must present original receipts in order to receive credit.

Renter indemnities and holds harmless Company against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action, or judgment which may arise by reason or in connection with Renter's operation of Company aircraft under this agreement.

*(Initial) I have read, and understand, and agree to all of the terms and Conditions in pages 1-4 of this agreement.*

1. Personal Information:

Name \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 Email \_\_\_\_\_  
 Spouse or Domestic Partner's Name \_\_\_\_\_  
 Employer's Name \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 State Driver's License # Photo Copy \_\_\_\_\_  
 Date of Birth \_\_\_\_\_

2. Flight Experience (Hours unless otherwise stated):

Total Time P-I-C..... \_\_\_\_\_  
 Total Time P-I-C Last 90 Days..... \_\_\_\_\_

Breakdown:

Make/Model / Day Hours Night Hours \_\_\_\_\_  
 Make/Model / Day Hours Night Hours \_\_\_\_\_  
 Make/Model / Day Hours Night Hours \_\_\_\_\_  
 Make/Model / Day Hours Night Hours \_\_\_\_\_

Number of Takeoffs and Landings:.... \_\_\_\_\_

Day Night \_\_\_\_\_

Initial \_\_\_\_\_

Had, or been involved in, any aircraft accidents? Yes\_\_ No \_\_\_\_  
Had any violations of Federal Air Regulations? Yes\_\_ No\_\_  
(If yes, please explain on separate page and attach to this form)

3. Airman Information:

Airman Certificate Number Photo Copy \_\_\_\_\_

Ratings and Limitations: \_\_\_\_\_

Medical Certificate Number If Applicable : \_\_\_\_\_

Limitations \_\_\_\_\_

Class : \_\_\_\_\_

Date of Expiration \_\_\_\_\_

Last Flight Review: \_\_\_\_\_

Date of Expiration \_\_\_\_\_

6. Renter Hereby Represents and Warrants That:

A. I am a certificated pilot under the laws of the United States of America and am rated and qualified for the flight in the Aircraft I desire to rent.

B. I have a valid and current medical certificate for normal pilot privileges or valid State Driver's License for the purpose of Sport Pilot privileges. I have passed a Flight Review within the last 24 calendar months.

C. I warrant that the information contained on this data card is correct.

D. I understand that the Operator is relying on this information to rent the Aircraft only to me.

E. I understand that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an' accident.

RENTER SIGNATURE: \_\_\_\_\_

Renter Name (Print): \_\_\_\_\_

DATE: \_\_\_\_\_

Witness. \_\_\_\_\_

**Orlando Gateway Sport Pilot Flight Training Center LLC**

**Credit Card Authorization**

I hereby authorize Orlando Gateway Sport Pilot Flight Training Center LLC to charge my credit card for any and all charges incurred for aircraft rental, instruction, equipment rental, or purchase of supplies. I am responsible for all charges. In the event my credit card is declined, I agree to pay all fees required to collect outstanding charges within 30 days of notification that card was declined.

Customer Signature: \_\_\_\_\_

Customer Name as appears on CC (Print) \_\_\_\_\_

Type of Card: MasterCard or Visa

Credit Card # \_\_\_\_\_

Exp. Date: \_\_\_\_\_

CVS Code: \_\_\_\_\_

Complete the information below as it appears for this credit card.

Billing address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_