

**ACES HIGH AVIATION
AIRCRAFT RENTAL AGREEMENT**

This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made this _____ day of _____, 20____ by and between Aces High Aviation (referred to herein as "AHA") whose address is 3333 E Spring Street Suite 100, Long Beach Ca and

("Pilot") _____ whose address is

(City) (State) (Zip Code)

WITNESS THAT:

This Agreement provides information to all pilots renting aircraft from AHA and governs the rental of aircraft and provision of other services by AHA to Pilot. In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

I. Payment. Payment is due when services are rendered. AHA accepts cash, checks, Visa, MasterCard, American Express, and Discover as payment for services rendered. All outstanding balances will be charged to the credit card on file. All checks returned for "Insufficient Funds" will incur a service charge in the amount of \$35.00 per check in addition to the cost of services rendered. AHA cannot accept payment for flight instruction services.

a) Unpaid Rental/No Show Fees/Other Balances. The Pilot authorizes AHA to charge unpaid rental, no show fees, and other balances to the credit card listed in this agreement.

b) Past Due Account. Pilot's account must be paid current to maintain flying privileges with AHA. An account past due 90 days or more will result in collection action being taken. The Pilot is responsible for attorney fees, court fees, and all other costs arising from any collection action.

c) No show fees. Pilots may be assessed a \$25 no show fee if a scheduled flight isn't canceled prior to the scheduled flight time. If the Pilot is unable to access the schedule the Pilot should call AHA to cancel a flight.

II. Insurance. Current information regarding our insurance may be obtained through any Staff member of AHA.

a) Aircraft. In order to meet our insurance obligations, certain types of aircraft will require special check out procedures. Please check with approved AHA Flight Instructors/Staff for these requirements.

b) Damage. The Pilot agrees to pay for any damage to the aircraft as a result of Pilot's use of the aircraft. It is the Pilot's sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment, which is being rented to the pilot. Please ask AHA Staff for details regarding additional insurance coverage availability.

(STRONGLY RECOMMENDED)

c) Deductible. AHA's insurance policy carries a \$1000.00 deductible for moving accidents, and \$250.00 for non movement accidents that the Pilot will be obligated to pay in the event of damage to an aircraft. The Pilot may be responsible for any liability to other persons, and any costs, damages, losses, including loss of use and attorney fees arising in connection with use of an aircraft.

III. Hold Harmless. The Pilot hereby agrees to indemnify and hold AHA harmless against any liabilities, claims or damages which result from/or are in connection with Pilot's rental of an aircraft pursuant to this agreement; and the Pilot also agrees to be responsible for the payment of any damages caused to Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot's possession and use.

IV. Flight Procedures/Handling of Aircraft

a) Federal Aviation Regulations (FARs). It is the Pilot's sole responsibility to comply with all Federal Aviation Regulations at all times.

b) Handling of Aircraft. With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures. Any damage, unairworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to AHA immediately **PRIOR TO FLIGHT**. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. With respect to post-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating post-flight procedures. Any damage found, must be reported to AHA immediately and prior to leaving AHA's premises. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to AHA will result in termination of flying privileges with AHA and collection action being taken against the pilot for the cost of repairs.

c) Aircraft Flight Time. The Pilot is responsible for checking the current HOBBS/TACH time, **to the highest tenth**, on the aircraft dispatch. HOBBS/TACH differences found prior to starting the aircraft must be immediately reported to AHA Staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, **to the highest tenth**, the ending HOBBS/TACH time after shutting down the aircraft. **d) Master/Avionics Switches.** It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. If it becomes necessary to recharge or jump start an aircraft because of failure to comply with this rule, the pilot may be charged for the costs involved with charging or replacing the battery.

e) Securing of Aircraft. It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by AHA (tie-down ropes, gust locks, throttle locks, etc.). The Pilot may be charged a tie-down fee of \$10.00 for failure to comply with this rule. When securing the aircraft away from Long Beach it is the pilot's responsibility to ensure that adequate tie downs are available and secured.

- f) Cleanliness.** It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged a cleaning fee of \$25.00 for failure to comply with this rule.
- g) Food/Drinks/Smoking in Aircraft.** Food, drinks and/or smoking in the aircraft are strictly PROHIBITED. The Pilot may be charged a cleaning fee of \$45.00 for failure to comply with this rule. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.
- h) Flight Plan.** AHA recommends that prior to any flight beyond 50 nautical miles; the Pilot should file a flight plan with FSS. (AHA provides various flight planning forms)
- i) Weight & Balance.** AHA recommends that prior to all flights the Pilot should calculate the weight & balance of the aircraft.
- j) Fees at Other Airports.** The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred enroute or at the Pilot's flight destination at the time they are incurred. If not settled at that time, the Pilot will be charged a processing fee \$25.00 for failure to comply with this rule.
- k) Unpaved Airport Landings.** Other than with prior permission, or while training with an AHA Certified Flight Instructor, the Pilot is **NOT ALLOWED** to conduct any "unpaved airport landings". "Unpaved Airport Landings" include, but are not limited to: grass, turf, dirt, gravel and/or any other unstable surface.
- l) Flight Currency with AHA.** It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, **AHA requires flight in an AHA aircraft within the preceding 90 days.** Once a Pilot's AHA currency expires, the Pilot may be required to have a flight currency checkout with an AHA Certified Flight Instructor.
- m) Pilot Certificate & Medical Certificate.** AHA requires the Pilot to maintain a copy of Pilot's current Pilot certificate and Medical Certificate on file with AHA. AHA also requires a copy of the Pilot's valid driver's license for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or Valid Passport ONLY) be **PROVIDED PRIOR TO ANY TRAINING** which might result in a Certificate and/or additional rating.
- n) Night Flights.** It is the Pilot's sole responsibility to comply with all FARs concerning night currency.
- o) Overnight Rental.** The Pilot understands that all aircraft require a minimum of 3 hours charge per day for overnight rental.
- p) Long Cross Country Flights.** Any flight exceeding a 300nm distance from Long Beach needs approval from an AHA approved Instructor.
- q) All Operations.** The Pilot will only rent aircraft in which Pilot has received a checkout and for which the Pilot's records with AHA indicate such checkout. Pilots are encouraged to inspect their AHA records periodically. The Pilot will not conduct commercial operations including flight training in an AHA aircraft unless with an AHA approved instructor. Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY, unless approved to fly right seat by an AHA Certified Flight Instructor. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is strictly **PROHIBITED**. Student Pilots in the solo phase of instruction must have a current sign off from their instructor and observe all weather and wind limitations as dictated by their instructor. Student pilots will make all landings to a **FULL STOP**, touch & go landings are strictly **PROHIBITED**.
- q) Flight Instruction.** **ONLY AHA Flight Instructors** are authorized to provide flight instruction in AHA aircraft.
- r) AHA Flight Instructors work on a freelance basis and are not employees of AHA.** This means that any scheduling, billing or other issues regarding instructors should be handled directly with the instructor. If mediation is necessary please contact the owners of AHA.
- s) Aircraft Rental/Keys.** AHA reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for Pilot's scheduled time. The Pilot must provide 24 hours notice of cancellation of a scheduled rental time, with the exception of weather or sickness. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact AHA rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is returned with the aircraft dispatch before leaving the premises. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.
- t) Aircraft Malfunctions.** If during the course of a rental flight the aircraft suffers a malfunction, making it unsafe or unairworthy for either continued flight or the planned operation (night, IFR, etc.). The pilot should contact the owners or an AHA approved instructor for guidance. The pilot is not to allow any maintenance work to be performed on the aircraft without prior approval. AHA will not be responsible for incidental travel or other expenses incurred by the Pilot resulting in maintenance delays. The Pilot will be responsible for charges incurred prior to the malfunction.
- u) Adverse Weather.** It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the Long Beach (KLGB) airport, it is the Pilots responsibility to remain with the aircraft until it is safe to return. AHA is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, AHA will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by AHA in returning the aircraft to the Long Beach, Ca (KLGB) airport, in addition to the rental Charges for the aircraft under no condition should a pilot fly an aircraft in questionable weather in order to return an aircraft. Safety must always be top priority.
- v) Off-site Fuel Purchases.** AHA aircraft rent "wet". Fuel will be provided by Signature Flight Support. Phone numbers are located on the front cover of the dispatch books. Each aircraft is on account with both providers. Fuel is on request only. Each aircraft should have a "fuel hawk" located in it. It is the pilot's responsibility to confirm an adequate amount of fuel prior to departure. Specific fuel requests should be directed to pilots who have prior schedules. If fuel is purchased while away from Long Beach AHA will reimburse fuel purchases to the lowest retail rate posted at the LGB airport if a valid receipt is produced at the time of payment. AHA asks that pilots are conscientious about their fuel purchases to help keep fuel costs to a minimum.
- x) Catalina Flights.** Before any AHA pilots are allowed to fly to Catalina (KAVX) the pilot must have approval from an AHA approved instructor.

y) International Flights. International flights can be arranged but only with express permission from AHA. Please check with the owners for details.

x) Unpaid Balances Any renter who maintains a balance after 7 days will have their scheduling privileges suspended and will then be required to keep a \$1000 deposit on account to regain scheduling privileges.

V. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to AHA Staff. All squawks must be immediately reported and noted on the aircraft squawk sheet located in the aircraft dispatch books. Any maintenance related action required away from home base requires prior authorization from AHA management. Telephone numbers are located on the front cover of the aircraft binders.

VI. Emergencies. Pilot agrees to report all accidents, both major and minor immediately along with any names and addresses of witnesses and involved parties. Pilot will not allow the aircraft to be moved unless expressly authorized to do so by AHA or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities, the NTSB if required, and AHA.

VII. Governing Law. This agreement shall be construed and enforced under the laws of the State of California.

VIII. Entire Agreement. This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitute the entire agreement of the parties.

IX. Amendment. This Agreement may be amended by AHA as required.

X. Certification. Pilot certifies that all information supplied to AHA is true and correct.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

ACES HIGH AVIATION.

By: _____
(AHA Representative)

(AHA Representative Signature)

Pilot/renter: _____
(Printed Name)

(Pilot/renter Signature)

This signed agreement must be accompanied by a completed Pilot Information Sheet and an Aircraft Checkout Quiz if required.