

**ACES HIGH AVIATION
AIRCRAFT RENTAL AGREEMENT**

This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made on _____, _____, 20_____
between Aces High Aviation LLC (referred to herein as "AHA"), whose address is 3501 N Lakewood Blvd, Long
Beach CA 90808 and "the Pilot" _____.

("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, Discover, and Apple Pay 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 returned check in addition to the cost of services rendered.

a) Unpaid Rental/Cancellation Fees/Other Balances. The Pilot authorizes AHA to charge unpaid rental fees, unpaid flight instruction fees, cancellation fees, and any other fees or balances to the credit card listed in this agreement. AHA at its sole discretion has the ability to waive any fees under exceptional circumstances.

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 collections action being taken. The Pilot is responsible for attorney fees, court fees, and all other costs arising from any collections action.

c) Cancellation fees. Pilot will be charged a \$50.00 cancellation fee if a scheduled flight is not canceled at least 24 hours prior to the scheduled flight time. If the Pilot is unable to access the schedule, the Pilot is to call AHA to cancel a flight. This still applies if a flight is moved to another day outside of the original 24-hour period prior to the booking. The only exception to this is sickness or weather related cancellations.

II. Insurance. Current information regarding our insurance may be obtained from AHA Management.

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

b) Damage. The Pilot agrees to pay for any damage to the aircraft as a result of the 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 Management for details regarding additional insurance coverage availability (Renter's Insurance), which is mandatory for student pilots, but is strongly recommended for renters.

The Pilot will have their flight privileges with AHA suspended pending investigation into any damages and understands at the completion of the investigation, flight privileges may be reinstated or terminated at AHA discretion the Pilot will require an additional checkout(s).

c) Deductible/Fees. AHA's insurance policy carries a \$2,500.00 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 will 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 the 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 the 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**.

The Pilot agrees not to accept the aircraft until the 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 the Pilot's use of the aircraft, and not reported to AHA will result in termination of flying privileges with AHA and collections 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 Management for adjustment. You can report these using photographic evidence emailed to admin@aceshighaviation.com before flight including both HOBBS and TACH time. Unreported differences are the Pilot's financial 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 will be charged for the costs involved with charging, diminished life 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/straps, gust locks, chocks, throttle locks, etc.). The Pilot will be charged a tie-down fee of \$25.00 for failure to comply with this rule. When securing the aircraft away from AHA, it is the Pilot's responsibility to ensure that adequate tie-downs are available and secured. In the event of extreme weather (Hail, Tornado, Storms etc.) it is the responsibility of the Pilot to do everything in their power to protect the aircraft e.g. attempt to hangar the aircraft or cover it to prevent damage.

f) Cleanliness. It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot will be charged a cleaning fee of \$25.00 for failure to comply with this rule.

g) Food/Drinks/Smoking in Aircraft. Food, drinks (other than water) and/or smoking in the aircraft are strictly PROHIBITED.

The Pilot will be charged a cleaning fee of \$50.00 for failure to comply with this rule. Smoking on the ramp, on AHA property 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 a Flight Service Station.

i) Weight & Balance. AHA recommends that prior to all flights, the Pilot should calculate the weight and 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 of \$50.00 in addition to the original fee for failure to comply with this rule.

k) Unpaved Airport Landings. Other than with prior permission from AHA management, 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 will be required to have a flight currency check-out with an AHA Certified Flight Instructor.

m) Current Pilot Documentation. AHA requires the Pilot to keep valid copies of the following on file at AHA: Pilot Certificate, Medical Certificate, Driver license, AOA badge, and Passport.

The TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or Valid Passport) to be **PROVIDED PRIOR TO ANY TRAINING**, which might result in a Certificate or Rating.

m)i. AOA Badge. (Airport operations badge referred to within as AOA) may only be issued to the Pilot if the majority of the Pilot's flying is done in an AHA aircraft. AHA reserves the right to revoke the AOA badge at its discretion at any time. Upon expiration of the AOA badge, the Pilot must return the badge before expiration to the Long Beach Badging Office. Failure to do so will result in the Pilot being responsible for any and all fees or fines issued by the Long Beach Badging Office that will occur from this.

m)ii. Fees. The Pilot will be held responsible for any and all fees arising from the use/ownership of an AOA badge including, but not limited to, leaving the ramp or any access door or gate unsecured, accessing the ramp or airport property without displaying your valid AOA badge, allowing someone not within your party to access a door or gate you are using, letting a member of your party stray away from you, or accessing any part of the airport that you are restricted from entering. Entering the AOA Area without a valid AOA badge. Any and all fines proportioned to either the Pilot or AHA as a result of the Pilot's actions will be solely the responsibility of the Pilot.

m)iii. AHA charges \$50 for AOA badge includes service fee.

n) Night Flights. It is the Pilot's sole responsibility to comply with all FARs concerning night currency.

o) Extended Rental. The Pilot understands that all aircraft require a minimum of 3 hours charge per 24 hour period. Hours not met will be charged at the regular rental rate for the aircraft. Unless a prior written agreement with AHA management affects this.

p) Long Cross Country Flights. Any flight exceeding a 300 nm distance from Long Beach needs approval from AHA Management prior to departure.

q) All Operations. The Pilot will only rent aircraft in which the Pilot has received a check-out and for which the Pilot's records with AHA indicate such check-out. Pilots are encouraged to inspect their AHA records periodically. The Pilot will not conduct commercial operations in AHA aircraft. The Pilot will not give flight training in an AHA aircraft unless authorized by AHA Management. The Pilot may only use aircraft for the Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY, unless approved to fly right seat by AHA Management. 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 solo endorsement 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**. Prior to soloing AHA aircraft, a pre-solo stage check must be successfully completed with a flight instructor as assigned by AHA Management. AHA reserves the right to refuse service to anyone.

r) Flight Instruction. Only Certified Flight Instructors that are AUTHORIZED by AHA may provide flight instruction in AHA aircraft. Any Pilot giving unauthorized instruction will have their flight privileges revoked and receive a \$200.00 fine.

s) AHA Authorized Freelance Flight Instructors. Scheduling, billing, or other issues regarding instructors will be handled directly with the instructor.

AHA Flight Instructors. Scheduling, billing, or other issues regarding instructors will be handled directly with the instructor or AHA management if necessary.

If mediation is necessary, please contact AHA Management.

s)i. AHA Authorized Freelance Flight Instructors and AHA Flight Instructors will charge from the start of the scheduled lesson time regardless of whether it is ground or flight instruction.

s)ii. AHA Flight Instructors will charge a no-show amount of \$60.00 for any cancellations of less than 24 hours or failure to show.

s)iii. AHA Authorized Freelance Flight Instructors will charge a no-show amount at a minimum of 1 hour of their time up to the maximum amount of scheduled time for any cancellations less than 24 hours or failure to show for instructor time are completely at their discretion.

t) Aircraft Rental/Keys. AHA reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for the Pilot's scheduled time.

t)i. The Pilot agrees to return the aircraft at or before the scheduled time. Late returns, which impact AHA rental operations or flight instruction, will result in \$25.00 fee per affected flight.

t)ii. The Pilot agrees to return the key to dispatch at or before the scheduled time. Late returns, which impact AHA rental operations or flight instruction, will result in \$25.00 fee per affected flight.

t)iii. The Pilot will be charged a lost key fee of \$25.00 for failure to comply with this rule.

t)iiii. Damages caused by the Pilot that prevents the succeeding flights of that day being completed will incur a fee of \$25.00 per flight affected, in addition to any other fees, fines, or damages caused to the aircraft.

u) Aircraft Malfunctions. If during the course of a rental flight the aircraft suffers a malfunction, making it unsafe or unairworthy for either the continued flight or the planned operation (night, IFR, etc.), the Pilot should contact AHA Management 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. It is the Pilot's responsibility to remain with the aircraft until it is safe to return to the Long Beach, CA (KLGB) Airport. At the Pilot's discretion, AHA will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for all aircraft and pilot time incurred by AHA in returning the aircraft to the Long Beach, CA (KLGB) Airport; this will include charges for taxi services and/or the rental charges for another aircraft and pilot to fly out and return both aircraft.

v) 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, CA (KLGB) Airport, it is the Pilot's responsibility to remain with the aircraft until it is safe to return to the Long Beach, CA (KLGB) Airport. AHA is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, it is the Pilot's responsibility to remain with the aircraft until it is safe to return. At the Pilot's discretion, AHA will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for all aircraft and pilot time incurred by AHA in returning the aircraft to the Long Beach, CA (KLGB) Airport; this will include the rental charges for another aircraft and pilot to fly out and return both aircraft.

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. Under no condition should the Pilot fly an aircraft in questionable weather in order to return an aircraft. Safety must always be top priority. AHA will attempt assist the Pilot as best they can in these circumstances.

w) Off-site Fuel Purchases. AHA aircraft rent "wet". Phone numbers are located on the front cover of the dispatch books. Fuel is on request only. 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, CA, AHA will reimburse fuel purchases up to the rate paid at the current fuel supplier at AHA, only if a valid receipt is produced at the time of payment.

x) Catalina Flights. Before the Pilot is allowed to fly to Catalina, CA (KAVX), the Pilot must have completed a Catalina checkout with an AHA Flight Instructor.

y) Big Bear. Before the Pilot is allowed to fly to Big Bear, CA (KL35), the Pilot must have completed a Big Bear checkout with an AHA Flight Instructor.

z) Unpaid Balances. Any Pilot who maintains a balance after 7 days will have their scheduling privileges suspended until the balance is paid. Final decisions on reinstatement are at AHA Management's discretion.

z)i. International Flights. International flights can be arranged, but only with express permission from AHA.

V. Maintenance. Any maintenance-related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to AHA Management. 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. The Pilot agrees to report all accidents, both major and minor, immediately along with any names and addresses of witnesses and involved parties. The Pilot will not allow the aircraft to be moved unless expressly authorized to do so by AHA or local authorities. The 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.

