

# US Flight Co Flight School

## Aircraft Rental Agreement

This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made on this date of \_\_\_\_\_ by and between US Flight Co ("US Flight Co") whose address is 6213 SW 28th St. Des Moines, IA 50321 and ("Pilot/Member/Renter/Instructor") \_\_\_\_\_ whose address is: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street) (City) (State) (Zip)

### WITNESS THAT:

This Agreement provides information to all pilots renting aircraft from US Flight Co and governs the rental of aircraft and provision of other services by US Flight Co to Pilot.

In consideration of the mutual covenants contained herein and other valuable consideration, parties hereto agree as follows:

### 1. Payment

**1.1 Account:** Pilot will have an account with US Flight Co. All amounts owed to US Flight Co are due at time services are rendered. Pilot agrees to keep on file with US Flight Co a valid credit card. Pilot agrees to allow US Flight Co to charge card on file for the total amount due at the time of service. US Flight Co accepts cash, checks, Visa, Discover, and Mastercard as payment for services rendered. All past due accounts will incur a finance charge in the amount of 1.5% (18 percent per annum). All checks returned for "insufficient funds" will incur a service charge in the amount of \$ 50.00 per check.

**1.2 Unpaid Rental/Other Balances:** The Renter authorizes US Flight Co to charge unpaid rental, and other balances to the current credit card on file with US Flight Co.

**1.3 No Show Fees:** The Renter must provide 12 hours' notice of cancellation of a rental aircraft and/or flight lesson. The Renter may be charged a no-show fee of \$55.00 for an aircraft rental and/or a \$ 45.00 fee for instruction time for failure to comply with this provision. Reserved aircraft will be released for rental after 15 minutes from the beginning of the scheduled reservation. US Flight Co will use its best effort to accommodate extraordinary or emergency circumstances.

**1.4 Past Due Account:** Member's account must be current to maintain flying privileges with US Flight Co. When a pilot has a negative balance, their account is considered due. 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.

**1.5 Refunds:** All refunds (including deposits) are subject to a 12% refund fee.

### 2. Insurance

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2.1 Aircraft Damage: The Pilot/Renter agrees to pay for any damage to the aircraft as a result of Pilot/Renter's negligence. It is the Pilot/Renter's sole responsibility to ensure proper treatment and operation of the aircraft and/or equipment during the rental period which includes damage sustained during pre-flight or post flight inspections and includes damage sustained while ground handling the aircraft and moving aircraft into and out of any hangar which is being rented to the Pilot/Renter.

2.2 Liability: Pilot/Renter's liability for damages to the aircraft and third parties is not limited. The Pilot/Renter is fully responsible for all costs associated with repairing or replacing the aircraft due to damage occurring during the rental period, including but not limited to incidents caused by:

- a. Willful misconduct or gross negligence.
- b. Violation of Federal Aviation Regulations (FARs).
- c. Use of US Flight Co aircraft in an illegal activity.
- d. Conducting flight training to any pilot (flight training may only be provided by US Flight Co Authorized CFIs).
- e. Receiving flight training except from an authorized CFI of US Flight Co.
- f. Material breach of the terms of this agreement.
- g. Using a US Flight Co aircraft for commercial operations.

In such cases, US Flight Co's insurance company may subrogate against the Pilot/Renter to recover costs, and the Pilot/Renter remains liable for any amounts exceeding insurance coverage.

2.3 Liability Coverage: The Pilot/Renter is provided a limited amount of liability insurance coverage (Student/Renter Pilot Liability Coverage – policy endorsement available upon request) which only applies when renting US Flight Co aircraft and does not provide any coverage to Pilot/Renter's for damage to the Aircraft itself. Renter is responsible for payment of US Flight Co's insurance deductible if Renter causes damage to aircraft while the aircraft is in their possession. **Pilot/Renter is strongly advised to investigate and purchase an Aircraft Renters Insurance Policy currently available from any reputable aviation insurance broker.**

2.4 Other Liability: As well as being responsible for damage to the rented aircraft, the Pilot/Renter may be responsible for additional third party liability to passenger, persons outside the aircraft, property damage (other than the aircraft), including but not limited to loss of use of the aircraft and attorney fees arising in connection with the use of a US Flight Co aircraft. A copy of US Flight Co's "Student/Renter Pilots Liability" endorsement is available to show upon request that will show what the current liability limits are.

2.5 Aircraft Checkout: Pilots/Renters are required to complete an aircraft check out with a US Flight Co instructor and be in compliance with section 4.13 of this agreement. In addition, Pilot/Renter will be

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required to have a checkout endorsement for each US Flight Co aircraft flown solo. This checkout must be endorsed by a US Flight Co CFI (Sign-off completed in Flight Circle).

**2.6 Renters Insurance:** **US Flight Co recommends that each Pilot/Renter acquire a Non-Owned Aircraft Liability and Physical Damage insurance policy.** This policy will provide the Pilot/Renter with aircraft physical damage liability and liability coverage in addition to the coverage provided by US Flight Co's insurance. It is the Pilot/Renter's responsibility to secure such insurance, pay any premiums on the policy and deductibles on such insurance for any claims, and to maintain active insurance for any rental periods with US Flight Co. Pilot/Renter agrees that US Flight Co shall have no responsibility to further advise Pilot/Renter or to monitor Pilot/Renter's decision to obtain renter's insurance. This is not a requirement to fly US Flight Co aircraft but is highly recommended.

**2.7 Specific Damages to Aircraft:** The Pilot/Renter is expressly responsible for all costs associated with specific damages to the aircraft, including but not limited to propeller strikes, engine damage from improper operation, landing gear failures, and airframe damage from ground or flight operations. This responsibility applies regardless of whether the damage results from negligence, pilot error, or unforeseen circumstances during the rental period, unless the damage is solely attributable to a pre-existing mechanical failure documented and reported to US Flight Co prior to flight per section 4.2.

### 3. Hold Harmless

**3.1 Hold Harmless:** The Pilot/Renter hereby agrees to indemnify and hold US Flight Co harmless against any liabilities, claims, or damages which result from/or are in connection with Pilot/Renter's rental of an aircraft pursuant to this agreement, and the Pilot/Renter agrees to be responsible for the payment of any damages caused to Pilot/Renter, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment as set forth in section 2.1 while in the Pilot/Renter's possession and use.

### 4. Flight Procedures/Handling of Aircraft

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

**4.2 Handling of Aircraft:** With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all Federal Aviation Regulations (FARs), the aircraft manufacturer's guidelines, and any other source regulating pre-flight procedures. Any damage, un-airworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to US Flight Co 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 US Flight Co immediately and prior to leaving US Flight Co premises. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to US Flight Co, will result in termination of flying privileges with US Flight Co and collection action being taken against the Pilot for the cost of repairs. The

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Pilot/Renter acknowledges that failure to report pre-existing damage does not absolve them of responsibility for damages discovered post-flight, such as prop strikes, unless proven to predate their rental period.

4.3 Aircraft Flight Time: The Pilot is responsible for checking the current HOBBS/TACH time, **to the highest tenth visible**, on the aircraft dispatch. HOBBS/TACH difference found prior to starting the aircraft must be immediately reported to US Flight Co staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft check-in (Flight circle), **to the highest tenth visible**, the ending HOBBS/TACH time after shutting down the aircraft.

4.4 Master/Avionics Switches: It is the Pilot's responsibility to leave the aircraft with the master and avionics master 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 a fee of 100.00 dollars.

4.5 Securing of Aircraft: It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by US Flight Co (Chains, tie-down ropes, gust locks, throttle locks, etc.) or when not parked on the US Flight Co ramp insuring that the aircraft is adequately secured by reasonable means. The Pilot may be charged a tie-down fee of 50.00 dollars for failure to comply with this rule. In addition, the Pilot is responsible for any damage to the aircraft resulting from not properly securing the aircraft.

4.6 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 \$50.00 for failure to comply with this rule.

4.7 Food/Drinks/Smoking in Aircraft: Food, drinks and/or smoking in the aircraft is strictly PROHIBITED, excepting bottled water. The Pilot may be charged a cleaning fee of \$50.00 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.

4.8 Flight Plan: US Flight Co recommends that prior to any flight beyond 50 nautical miles the Pilot should file a flight plan with FSS. Student Pilots should be instructed to file a flight plan for any flight beyond 50 nautical miles.

4.9 Weight & Balance: US Flight Co recommends that prior to all flights, the Pilot should calculate the weight & balance of the aircraft. Weight and Balance calculations must be made for any flight with three or more persons on board, or any flight where more than 100lbs of baggage is being carried.

4.10 Fees at Other Airports: The Pilot is responsible for paying all landing, tie-down, and/or any other fees (with the exception of fuel, and signature handling fees) incurred enroute or at the Pilot's flight destination at the time they are incurred.

4.11 Unpaved Airport Landings: US Flight Co aircraft are NOT ALLOWED to conduct any "unpaved airport landings". "Unpaved airport landings" include, but are not limited to: grass, turf, unpaved, gravel, and/or any other unstable surface.

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4.12 Flight Currency with US Flight Co: It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, US Flight Co may require a flight in each Class of aircraft not flown in the past 60 days. The Pilot may also be required to have a flight currency checkout with a US Flight Co Certified Flight Instructor at any point at our discretion.

4.13 Pilots License & Medical Certificate: US Flight Co requires the Pilot to maintain a copy of Pilot's current Pilot license and Medical Certificate on file with US Flight Co. US Flight Co also requires a copy of the Pilots valid diver'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. All records previously mentioned are to be uploaded by the renter to the renters flight circle account.

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

4.15 Extended Rental: The Pilot understands that all extended aircraft rentals (more than 6 hours reserved) incur a minimum of 3 hours charge per day after the first overnight stay.

### 4.16 Operations:

- a. The pilot will only rent aircraft make and model in which Pilot has received a checkout and for which the Pilot's records at US Flight Co indicate such checkout. Pilots are encouraged to inspect their US Flight Co records periodically.
- b. The Pilot will not conduct commercial operations including flight training or flight instruction in a US Flight Co aircraft.
- c. Pilot may only use aircraft for Pilot's personal use, flight training with a US Flight Co approved instructor, or incidental business purposes.
- d. The Pilot acting as PIC will fly from the left seat ONLY, unless that Pilot has a US Flight Co "Right Seat PIC Checkout" and is approved by US Flight Co, or is an authorized Safety Pilot.
- e. The Pilot will not allow anyone else to fly the aircraft unless that pilot is also a current US Flight Co member. Including "Safety Pilots" used for instrument currency.
- f. 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 in the sign off.

4.17 Flight Instruction: Only US Flight Co flight instructors are authorized to provide flight instruction in US Flight Co aircraft. This restriction applies equally to renters giving or receiving instruction in a US Flight Co aircraft.

4.18 Flight Instruction Time: Determination of instruction time given is at the sole discretion of the US Flight Co instructor. Instruction time begins at the scheduled time for the flight lesson unless prior arrangements have been made with the instructor.

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4.19 Aircraft Rental/Keys: US Flight Co 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 12 hours' notice of cancellation of a scheduled rental time. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact US Flight Co rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is returned to the aircraft before leaving the premises. The Pilot may be charged a lost key fee of \$50.00 for failure to comply with this rule.

4.20 Aircraft Malfunctions: If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or un-airworthy for continued flight the Pilot will contact US Flight Co for instructions on having repairs made or if the aircraft can be abandoned. No aircraft will be abandoned without the authorization of the manager, lead flight instructor, or the owners of US Flight Co. If US Flight Co cannot be contacted and the repair is minor the Pilot may authorize repairs up to \$100.00. The pilot will pay for any such repair and be reimbursed when the paid repair invoice is presented when the aircraft is returned to its home base airport.

The following responsibilities for the aircraft and return transportation will apply:

- a. For off-station flights within 50 nautical miles and maintenance related issues, it will be the responsibility of US Flight Co to provide an aircraft and pilot to return the renter Pilot and/or instructor to the home base airport. US Flight Co will be responsible for the return of the aircraft.
- b. For any off-station rental flight with maintenance related issues, not covered by paragraph (a) above, the pilot is responsible for the arrangement of reasonable transportation for any individuals on board the aircraft returning to the home base airport. US Flight Co is responsible for the return of the aircraft to the aircraft's home base and reimbursement for Pilot's transportation.
- c. US Flight Co will not be responsible for incidental travel or other expenses incurred by the Pilot for liable related issues. The Pilot will be responsible for charges incurred prior to the malfunction.

4.21 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 aircraft's home base, it is the Pilot's responsibility to remain with the aircraft until it is safe to return. US Flight Co is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's request, US Flight Co will assume responsibility for the return of the aircraft. If this occurs, the Pilot will be liable for the cost of aircraft and pilot time incurred by US Flight Co in returning the aircraft to the aircraft's home base, in addition to the rental charges for the aircraft. Pilots are responsible for hobbs time incurred in the event that a flight is terminated due to weather conditions prior to takeoff.

4.22 Fuel Purchases: US Flight Co offers aircraft at "Wet rates" (fuel included in hourly rate). If renter desires more fuel prior to flight from home base airport simply call Signature Flight Services for fueling. If the renter purchases fuel at a remote airport, the renter shall provide US Flight Co with receipt of fuel purchase for reimbursement.

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### 5. Authorized US Flight Co Flight Instructors

5.1 Authorized Instructors: Instructors are authorized to instruct in US Flight Co Aircraft when they are added to Flight Circle as a Certified Flight Instructor. If CFI is not added to Flight Circle as an instructor then they are not authorized to flight instruct in US Flight Co aircraft.

5.2 Hold Harmless: The Flight Instructor hereby agrees to indemnify and hold US Flight Co harmless against any liabilities, claims, or damages which result from/or are in connection with the use of US Flight Co's aircraft for rental or flight instruction.

### 6. Maintenance

6.1 Maintenance: Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to US Flight Co staff. All squawks must be immediately reported and noted in US Flight Co scheduling software. Any maintenance related action required away from home base requires prior authorization from US Flight Co management.

### 7. Emergencies

7.1 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 US Flight Co 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, and US Flight Co, in accordance with NTSB requirements.

### 8. Governing Law

8.1 Governing Law: This agreement shall be construed and enforced under the laws of the state of Iowa.

### 9. Entire Agreement

9.1 Entire Agreement: This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein and constitutes the entire agreement of the parties.

### 10. Amendment

10.1 Amendment: This Agreement may be modified by written notice of US Flight Co to Pilot at Pilot's address provided herein. Such changes shall become effective as set forth in the notice or 15 days after mailing, whichever is later. Pilot may elect to terminate this agreement in writing if Pilot does not accept changed terms.

### 11. Certification

11.1 Certification: Pilot certifies that all information supplied to US Flight Co is true and correct.

### 12. General Release

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12.1 General Release: The undersigned customer, student, renter, or pilot understands the inherent risk involved in aviation activities and freely chooses to incur said risk. In that regard, the undersigned hereby voluntarily releases US Flight Co its members, officers, employees, directors, and agents from any and all claims, demands, rights and causes of action whatever kind and nature, arising from, and by reason of, any and all known, unforeseen, personal injuries that have been or that may have been sustained by said undersigned as a consequence of renting aircraft and/or facilities from US Flight Co or its agents.

Pilot/Member/Renter:

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Renter/Pilots Initials: \_\_\_\_\_