

Glidepath Aviation

South Valley Regional Airport

801-203-0372

Aircraft Rental Agreement

1. In consideration of rental paid to Glidepath Aviation "Lessor") for the use of Lessor aircraft for certain discrete periods of flight time, Lessee identified below agrees that each flight made on or after the date this is signed, where Lessee is either student receiving flight instruction or acting as pilot in command, Lessee will be bound by the following terms and conditions. Lessee will:

- a. Prior to each flight, make preflight inspections of aircraft, equipment and accessories, and will not depart unless satisfied regarding airworthiness and functional operation of the aircraft in its then-current condition.
- b. Use the aircraft only for the purpose personal or training flights and will in no event use it for transportation of property or persons for compensation or hire.
- c. Not allow other persons to act as pilot in command, except during training flights with Lessor flight instructors where such instructors may be acting as pilot in command.
- d. Comply with all applicable Federal, State, and local air traffic safety statutes, rules, ordinances, and regulations.
- e. Ensure that copies of Lessee's current medical certificate, pilot certificate and ratings, and flight review are on file with Lessor and carried in the aircraft along with a government issued photo ID.
- f. Upon request, submit pilot logbook to Lessor. for confirmation of Lessee's flight currency, qualification, and experience prior to release of the aircraft to Lessee.
- g. Obtain weather forecasts and reports and check for temporary flight restrictions immediately before each flight and Lessee will not fly when weather conditions are below the rated abilities of Lessee or when such conditions are forecast.
- h. Use only those landing fields designated on a current aeronautical chart as airports with hard surface runways, except in an emergency or with preapproval of Lessor.
- i. Be responsible for proper servicing and security of aircraft at destinations other than home base.
- j. Return aircraft at scheduled time, weather permitting.
- k. Ensure the Hobbs/tach card is properly filled out and turned into Lessor (see item 7).
- l. Not have repairs made to any part of the aircraft or its equipment without specific prior authorization from Lessor. Lessee will telephone Lessor collect for repair instructions/authorization in the event of a malfunction of any part of the aircraft or accessories. In the event of required mechanical repairs where the estimated down-time exceeds 24 hours, Lessee has the option of:

1. Returning by other means at Lessee's own expense, in which case expenses incurred in bringing the aircraft home will be borne by Lessor, or

2. Remaining with the aircraft at Lessee's own expense until repairs have been completed enabling completion of flight plan and return of the aircraft to home base by Lessee.

m. Report all accidents, incidents, or instances where the Aircraft suffers damage at once to Lessor and will furnish names and addresses of witnesses and all involved parties and will not move the aircraft unless authorized to do so by Lessor.

n. Not smoke, eat or drink in aircraft.

2. Lessee agrees to pay for all costs involved, including ferry time and/or other aircraft and pilot time when required, in the repair of aircraft damaged during the period while the Lessee has custody and control of the aircraft, including but not limited to as specified in Paragraph 11, below. Lessee agrees to be responsible for all damage to the aircraft because of his or her negligence.

3. Lessee agrees not to directly or indirectly create, incur, assume or allow to exist any liens with respect to the aircraft or any part of the aircraft, or Lessor's title to or interest in the aircraft (except for those liens that result from any act or omission of Lessor or that may be permitted from time to time by prior written consent of Lessor to be attached and discharged in the normal course of the operation, repair, maintenance or storage of the Aircraft) and agrees to pay all charges incurred in connection with the use of aircraft during the term of rental.

4. Lessee agrees that in the event suit is instituted by Lessor to recover possession of the aircraft or to enforce any of the terms, covenants, and conditions, hereof or to collect any sum or sums of money, damages or costs from Lessee under this contract, or any sum or sums of money, for the use or rental of aircraft by Lessee, Lessee agrees to pay all costs and reasonable attorney's fees incurred by Lessor in such suit or fault. NEITHER PARTY WILL BE DEEMED TO HAVE MADE, AND BOTH PARTIES HEREBY DISCLAIM, ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, SPECIFICALLY INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE DESIGN OR CONDITION OR AIRWORTHINESS OF THE AIRCRAFT OR ITS MERCHANTABILITY OR FITNESS FOR A PARTY'S INTENDED USE.

5. Lessee agrees that if aircraft is to be kept longer than originally planned for any reason or the original destination is not reached, Lessee shall notify Lessor immediately at Lessee's own expense.

6. Lessee agrees to pay all tie down/ hangar fees incident to flight away from home base.

7. Lessee agrees to record flight time from engine start to shut down.

8. Lessee agrees to deposit a prepayment of the minimum flight time required in connection with all rentals and have an open credit card on file for extended cross-country flights.

9. Lessee agrees to the following conditions regarding rental reservations and scheduling:

- a. All flying time will be scheduled in advance by placing reservations with Lessor through Lessor's reservation scheduling system. NO FLIGHTS TO MEXICO.
- b. Reservations should be made and held for the minimum desired time required to accomplish the flight, and Lessee should cancel unused time promptly.
- c. Aircraft reservations will be held for thirty minutes after the scheduled start time. If not used or extended, they will be regarded as automatically relinquished and will be available for rescheduling and release to another pilot.
- d. A charge of fifty percent of the posted aircraft rate may be made for aircraft reserved if the flight is not made and the reservation is not cancelled 24 hours in advance. Exceptions are postponement or cancellation due to weather.
- e. Aircraft will not be scheduled, except for instructional purposes, unless Lessor records indicate the Lessee is thoroughly checked out in type and meets the pilot-in-command requirements established by Lessor.

10. Lessee agrees that renter's responsibilities commence at the time of release of custody and control of the aircraft to Lessee and terminate when the aircraft is properly tied down and the key(s) and hobbs/tach card have been returned to the company office. Lessee specifically agrees and acknowledges that Lessee will assume and exercise operational control authority (as defined in 14 C.F.R. §1.1, applicable case law, and FAA letters of interpretation) and responsibility for the conduct of each of Lessee's flights, and that when Lessee is in Operational Control of the Aircraft, each of the following apply:

- a. Lessee is responsible for the safety of the flight operations and for complying with all applicable laws and insurance requirements relating to the possession, operation, and maintenance of the aircraft;
- b. Even though Lessee has delegated the obligation to maintain the aircraft and other similar and related tasks under this agreement, Lessee continues to be directly responsible for performance of these tasks and for compliance with the applicable laws during the conduct of each of its flights;
- c. Lessee may have liability risk in connection with the operation of the aircraft, including possible liability risk for at least the following: (i) enforcement actions for any noncompliance, and (ii) liability if a flight-related occurrence causes any personal injury or property damage; and
- d. In the event an FAA violation occurs during or related to Lessee's conduct of a flight under this agreement and while Lessee is exercising operational control over the aircraft, Lessee will be solely responsible for, and will fully indemnify and hold Lessor harmless from, any fines or costs incurred as a result of such a violation.

11. Lessee agrees to pay the fees and charges to Lessor at the then-current rates established by Lessor for the following:

- a. Aircraft rental;

- b. Instruction;
 - c. Failure to cancel aircraft, simulator, or instruction reservations within the time specified in Lessor's rental policy;
 - d. Lost keys or books;
 - e. Fees for:
 - 1. Master switch left on (applicable shop charges);
 - 2. Dead battery due to avionics use while engine is not operating;
 - 3. Damage incurred due to improperly secured aircraft;
 - 4. Failure to return keys and/or Hobbs card;
 - 5. Insurance deductible - \$250.00 not in motion/ \$2500.00 in motion; and
 - 6. Damaged or lost headset;
12. Notwithstanding anything contained herein to the contrary, Lessor shall in no way be liable for any damage of any kind or nature to personal property of Lessee, Lessee's agents, employees, guests, or otherwise.
13. Lessee agrees that in the event the aircraft must be abandoned away from home base for reasons other than repairs (refer to paragraph 1) Lessee will be totally responsible for charges and fees incurred in returning the aircraft to Lessor at home base.
14. Lessor reserves the right to cancel this agreement at any time with no prior notice to Lessee.
15. Lessor will credit Lessee's account for fuel and oil purchases and authorized repair purchases made while renting aircraft, provided receipts are submitted at the time the Hobbs/tach card and keys are returned to Lessor.
- a. Fuel/Oil credits will be issued at the fuel/oil rate in effect at the South Valley Regional Airport.
16. Lessor requires that all students and rental pilots obtain their own aircraft passenger and third-party liability insurance coverage in an amount of not less than \$30,000.00 and in the form of combined single liability coverage, naming Lessor as additional insured and Lessee as named insured; provided, however, that such designation will cause full liability coverage to be afforded to Lessee for its own operations of the aircraft pursuant to this agreement. Lessor's policy does not allow for loss of revenue or diminution of value due to a loss caused by pilot error and Lessor disclaims any liability for such losses.
17. Lessee agrees that monies placed on account for aircraft rental, simulator rental, or instruction will be flown off. No Cash refunds. Any monies left in account for over 2 years without activity will be considered forfeited.

IN WITNESS HEREOF, the parties have executed this Aircraft Rental Agreement as of the _____ day of _____, 20__.

LESSEE: (print full name)_____

(signature)_____

Lessee address:_____

City_____ State_____ Zip_____