

Rental Policies and Terms

This Agreement sets forward the policies and terms that must be agreed to in order to rent and operate Aircraft from Elizabethtown Flying Service. Elizabethtown Flying service reserves the right to modify these policies at any time without prior notice.

1. Rental Fees, Prepayment Policy.

Renter shall pay for the use of Aircraft and any applicable training in accordance with current stated prices and policies. Aircraft Rental Fees are due at the conclusion of each Rental Period, unless payment is received in advance in which case such payment will be held by Elizabethtown Flying Service as a credit balance and applied to rental and training services until that credit balance has been exhausted. Aircraft Rental Fees are based upon the Hobbs meter time and rounded up to the nearest 1/10th hour. A Renter who keeps an Aircraft for a Rental Period of six (6) or more hours is subject to a minimum Rental Fee of two (2) hours. Minimum Rental Fee may be waived at the discretion of Elizabethtown Flying Service in the event of Aircraft delayed due to inclement weather at Departure Point, en route or at Elizabethtown (EKX).

2. Reimbursement (Fuel & Oil)

In consideration of Rental Fees charged under this Agreement, Elizabethtown Flying Service agrees to reimburse the Renter for a portion of the cost of fuel, or oil added to the Aircraft by the Renter during a given Rental Period provided that an original receipt evidencing such fuel charges are provided to Elizabethtown Flying Service at the conclusion of the Rental Period. Elizabethtown Flying Service **will not** reimburse the Renter for any landing fees, ramp fees, or tie-down fees at other airports. Reimbursement for unnecessary fuel purchases made to avoid fees at other airports **will be denied**.

3. Rental Period and Scheduling.

A Rental Period for the Aircraft is defined as that time period during which the Renter has taken authorized release of the keys of the Aircraft from Elizabethtown Flying Service and concludes with the Renter properly securing the Aircraft and with return of the keys of the Aircraft to Elizabethtown Flying Service prior to leaving the premises. The Renter agrees that he/she is responsible for payment of a lost key fee of \$25.00. The Renter acknowledges that Elizabethtown Flying Service has no obligation to hold an Aircraft reservation for more than thirty (30) minutes after the start time of a Rental Period. Renter also agrees to return the aircraft at the scheduled time as to not affect Elizabethtown Flying Service rental operations or flight instruction. Rental Periods are scheduled on a first come, first served basis. Elizabethtown Flying Service reserves the right to cancel or modify reservations as necessary. Elizabethtown Flying Service will make a reasonable effort to contact any Renter who may be affected by this policy ahead of time.

4. Form Of Payment.

Payment is due when services are rendered. Elizabethtown Flying Service accepts cash, checks, and major credit cards for services rendered. All checks returned for "Insufficient Funds" will incur a service charge, in addition to the cost of services rendered.

5. After Hours and Overnight Rental.

Except for training flights with a Certified Flight Instructor (CFI) authorized by Elizabethtown Flying Service, the Aircraft are only permitted to be utilized for an overnight or afterhours Rental Period with prior approval from Elizabethtown Flying Service management on a case by case basis. The Renter agrees to a three (3) hour per day minimum Rental Fee not including the first day of the Rental Period.

6. Laws And Regulations.

The Renter agrees to comply with all state, federal, and local laws, regulations and ordinances, including all Federal Aviation Regulations (FARs).

Pilot Requirements

7. Certification and Flight Currency.

The Renter is solely responsible for maintaining all current certificates and ratings for Aircraft to be flown and for carrying all documentation in compliance with Federal Aviation Regulations (FARs). It is the Renter Pilot's sole responsibility to comply with all FARs concerning currency. With the exception of flight training with a Certified Flight Instructor authorized by Elizabethtown Flying Service, Renter must possess evidence of current Biennial Flight Review (BFR) and FAA Medical Certificate.

8. Compliance with Checklists.

The Renter shall operate the aircraft in accordance with a Elizabethtown Flying Service approved checklist or the Aircraft manufacturer's checklist.

9. Pilot In Command (PIC).

With the exception of flight training with a Certified Flight Instructor authorized by Elizabethtown Flying Service, the Renter shall be PIC and at no time relinquish control of the aircraft.

10. Flight Checkout.

Prior to receiving permission to rent an Elizabethtown Flying Service Aircraft through this Agreement, the Renter must undergo a flight checkout in the Aircraft with a Certified Flight Instructor authorized by Elizabethtown Flying Service.

Renter further agrees to undergo a flight checkout if more than **60 days** have elapsed since the Renter's last flight as pilot-in-command of the same make and model as the Aircraft.

11. Records For Flight Training.

The Transportation Security Administration (TSA) requires proof of United States citizenship with a current U.S. Passport or Birth Certificate with Drivers License. Any citizen of another country must meet approval by the TSA Alien Student Training Program prior to any flight training.

12. Fitness Of Flight.

The Renter will not operate the Aircraft if, within twelve (12) hours of any flight, the Renter has: (a) consumed intoxicating liquor; (b) sedatives or any substance not approved by the FAA that could otherwise impair Renter's ability to safely conduct flight operations; or, (c) a physical condition that otherwise causes impairment in any way that could affect Renter's faculties in any way contrary to safety. The Renter further agrees that during the Rental Period, he/she meets the fitness-for-flight criteria set forth in the then-current Chapter 8, Section 1, of the FAA Aeronautical Information Manual, as amended from time to time.

Aircraft Operations

13. Pre-Flight Action.

It is the Renter's sole responsibility to comply with all FAR's, the aircraft manufacturer's guidelines, and Elizabethtown Flying Service's guidelines regarding pre-flight procedures and inspection. Any damage, un-airworthy conditions, or missing documents discovered during pre-flight of the aircraft must be reported to Elizabethtown Flying Service prior to the flight. The Renter agrees not to accept the Aircraft until he or she is satisfied with the Aircraft airworthiness, and the functioning of its equipment and accessories. If the Renter begins a flight in an aircraft that is known to **not** be in an airworthy condition, he/she assumes all liability and responsibility for any damage or injury that may result from such an action.

14. Post-Flight Action.

It is the Renter's responsibility to return the Aircraft in the same manner it was received including the master and avionics switches turned off after each flight. Aircraft must be returned to their hangar or secured in a tie-down unless an employee of Elizabethtown Flying Service directs otherwise. Further, it is Renter's responsibility to return the Aircraft interior in a clean condition after each flight. The Renter agrees to pay a \$75.00 inconvenience fee for (a) failure to turn the Aircraft's Master Switch off upon securing the Aircraft and (b) failure to clean any mess caused by liquids or solids dropped, spilled, excreted or vomited within the interior of the Aircraft. If the aircraft is abandoned or weathered in away from the home base airport, Renter will be charged pilot's expenses plus flight time at dual rates to return the aircraft to home base. Any damage found post-flight must be reported prior to leaving Elizabethtown Flying Service premises. Any damage caused by the Renter and not reported will result in termination of flying privileges and action being taken against the Renter for the cost of repairs.

15. Prohibited Activities.

Renter warrants and agrees that the Aircraft will not be used for any illegal or forbidden activity including:

- Commercial operations, including carrying passengers or property for hire;
- Carrying pets without advance written approval by Elizabethtown Flying Service;
- Smoking or allowing smoking, in or near the Aircraft or on the Ramp; smoking on the Ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet;
- Consuming food or beverages, other than water, in the Aircraft;
- Intentional flight into Instrument Meteorological Conditions (IMC);
- Any race, speed test, or contest of any description;
- Spins, aerobatics, or formation flying;
- Positioning aircraft so that prop blast is directed at persons, hangars, or other aircraft;
- Taxiing at excessive speed;
- Operating beyond the limitations of the Aircraft as described in the Aircraft flight manual, placards, safety notices, and Elizabethtown Flying Service's written procedures;
- Operating the Aircraft outside the continental United States of America;
- Operating at unlit airports during night operations;
- Operating Aircraft on any runway that is not a paved, hard surface runway in good condition;
- Operating at any airport that is unsuitable or not operated for public use;
- Operating the aircraft in any other manner that may cause a hazard to persons or property.

16. Accidents.

In the event of an accident or incident involving the Aircraft, the Renter agrees to act in accordance to all NTSB Part 830 regulations including: a) Seeking to secure the scene of the incident and prevent any further damage to passengers or aircraft, b) notifying and cooperating with the proper authorities, and c) reporting the event to Elizabethtown Flying Service as soon as possible.

Insurance / Legal

17. Insurance.

Elizabethtown Flying Service maintains Liability and Physical Damage insurance coverage for its Aircraft, which includes the Renter undersigned below. The Renter acknowledges that he or she will be responsible for the deductible or for any loss above the policy limits in the event of damages while this Agreement is in force.

18. Hold Harmless.

The Renter agrees to indemnify and hold Elizabethtown Flying Service harmless against any and all liabilities, claims and damages of any description, which result from or arise in connection with the Renter's use of the Aircraft.

19. The Aircraft.

Renter acknowledges and agrees that, unless otherwise set forth in writing by Elizabethtown Flying Service, the Aircraft is the property of Elizabethtown Flying Service. Renter agrees not to sublicense the Aircraft or sell, assign, or otherwise transfer this Agreement or any rights granted under this Agreement.