

MASSACHUSETTS

AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 200__ by

and between Atlantic Aviation and Flight Center LLC (AAFC) whose address is 1475 Airport Road, New Bedford Massachusetts 02746 and (“Pilot”) _____ whose address is

(Street)

_____, _____,
(City) (State) (Zip Code)

WITNESS THAT:

This Agreement provides information to all pilots renting aircraft from AAFC and governs the rental of aircraft and provision of other services by AAFC 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. AAFC accepts cash, checks, Visa, MasterCard, American Express, and Discover as payment for services rendered. All past due accounts will incur a finance charge in the amount of 1.80% of the balance due per month (21 percent per annum). 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.

b) Past Due Account. Pilot’s account must be paid current to maintain flying privileges with AAFC. 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) Flight Cancellations: AAFC enforces a 24 hour cancellation policy. Should the customer need to cancel a flight, the customer will contact AAFC dispatch at 774-226-6434 or 508-979-7878 to inform the company of the cancellation. If the customer cancels a flight with less than 24 hours notice, then AAFC reserves the right to bill the client for the full price of the aircraft and instructor for a flight lesson reservation, or the full price of the aircraft for a rental reservation.

d) Rental Fees: Effective March 1st 2009 AAFC aircraft rental and instructional rates are as follows: Aircraft \$117.00 includes fuel and oil. Instruction rates for primary and advanced training are \$45.00. per hour. Instruction in an owner aircraft is \$50.00.per hour. These rates are subject to change based on market fluctuations and company operational costs.

II. Insurance. Current information regarding our insurance may be obtained through the operations manager.

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

b) Damage. The Pilot agrees to pay for any and all 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 AAFC Staff for details regarding additional insurance coverage availability.

III. Hold Harmless. The Pilot hereby agrees to indemnify and hold AAFC 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, un-airworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to AAFC 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 AAFC immediately and prior to leaving AAFC's premises. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to AAFC will result in termination of flying privileges with AAFC 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 AAFC 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 a fee equal to 1 hour of shop labor which is currently \$72.00.

e) Securing of Aircraft. It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by AAFC (tie-down ropes, gust locks, throttle locks, pitot tube cover and cowl plugs etc.).

f) Cleanliness. It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight.

g) Smoking in Aircraft. Smoking in the aircraft is strictly PROHIBITED.

The Pilot will be refused any further flying privileges 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. AAFC recommends that prior to any flight beyond 50 nautical miles, the Pilot should file a flight plan with FSS. Student pilots are REQUIRED to file flight plans prior to any flight of 50 nautical miles or more. (AAFC provides various flight planning forms)

i) Weight & Balance. AAFC recommends that prior to all flights, the Pilot should calculate the weight & balance of the aircraft. Student pilots on solo flights are REQUIRED to perform an aircraft weight and balance (AAFC provides weight and balance forms)

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 in training with a AAFC 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, unpaved, gravel and/or any other unstable surface.

l) Flight Currency with AAFC. It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, AAFC requires flight in each type aircraft within the past 90 days. Once a Pilot's currency expires, the Pilot may be required to have a flight currency checkout with an AAFC Certified Flight Instructor.

m) Pilot License & Medical Certificate. AAFC requires the Pilot to maintain a copy of Pilot's current Pilot License and Medical Certificate on file with AAFC. AAFC 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** that 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) Extended /Overnight Rental. The Pilot understands that all aircraft require a minimum of 4 hours charge per day for overnight or extended rentals.

p) Operations. The Pilot will only rent aircraft in which Pilot has received a checkout and for which the Pilot's records with AAFC indicate such checkout. Pilots are encouraged to inspect their AAFC records periodically. The Pilot will not conduct commercial operations including flight training in an AAFC aircraft. 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 AAFC 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 in the sign off. Student pilots will make all

landings to a **FULL STOP/FULL STOP TAXI BACK**. Touch & Go landings are **PROHIBITED unless an AAFC Certified Flight Instructor endorses the pilots log book to reflect proper training and competency.**

q) Flight Instruction. Unless otherwise approved by AAFC *ONLY AAFC Flight Instructors* are authorized to provide flight instruction in AAFC aircraft. The Pilot must provide 24 hours notice of cancellation of a rental flight and/or flight lesson. The Pilot may be charged a minimum no show fee of one hour of rental and/or instruction time for failure to comply with this rule. AAFC will use its best effort to accommodate extraordinary or emergency circumstances.

r) Flight Instruction Time. Determination of Instruction time given is the sole discretion of the AAFC Instructor. Instruction time begins at the scheduled time for the flight lesson unless prior arrangements have been made with the instructor.

s) Aircraft Rental/Keys. AAFC 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. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact AAFC rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key and checklist 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 un-airworthy for either continued flight or the planned operation (night, IFR, etc.), it will be the responsibility of AAFC to provide an aircraft or other means of transportation, and pilot to return the Pilot and/or passengers to the New Bedford Regional Airport /Taunton Municipal airport. AAFC will not be responsible for incidental travel or other expenses incurred by the Pilot. 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 New Bedford Regional Airport or Taunton Municipal airport, it is the Pilot's responsibility to remain with the aircraft until it is safe to return. AAFC is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, AAFC will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by AAFC in returning the aircraft to the New Bedford Regional Airport / Taunton Municipal Airport in addition to the rental charges for the aircraft.

v) Off-site Fuel Purchases. AAFC aircraft rent "wet". Fuel supplied by AAFC is at AAFC's wholesale purchase price. Therefore, if Pilot requires additional fuel at another airport, AAFC will reimburse the pilot only for the going wholesale rate.

V. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to AAFC Staff. All squawks must be immediately reported and noted on the aircraft squawk sheet located on the aircraft dispatch. Any maintenance related action required away from home base requires prior authorization from AAFC management. Telephone numbers are located in the aircraft binder (508-979-7878) Cell (774-226-6434)

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 AAFC 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 AAFC, in accordance with NTSB requirements.

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

VIII. 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.

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

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

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.
ATLANTIC AVIATION AND FLIGHT CENTER LLC

By: _____
(AAFC Representative)

Pilot:
(Signature and printed name.)

Required Pilot Information (please complete ALL lines)

Telephone No (Work) _____ Telephone No (Home) _____

Pilot Certificate No _____ Date of Birth _____

Medical Date _____ Medical Class _____

Last Flight Review _____ One-Time Checkout _____

Credit Card No _____ Type _____ Expires _____

Emergency Contact _____ Telephone No _____

(Name)

Relationship _____

Copy Received: Pilot Certificate _____ Medical Certificate _____

(Date) (Date)

Driver's License _____ Proof of Citizenship _____

(Date) (Date)