

JetSun Aviation Centre Aircraft Rental Agreement

JetSun Aviation Centre is pleased to have you as a rental customer. We will try to do all we can to make your rental experience with us a pleasure. JetSun Aviation Centre feels the following conditions are beneficial to both parties to insure a great relationship.

RENTAL AGREEMENT:

- 1. The pilot in command agrees to return the aircraft in the same physical and mechanical condition as when it was checked out, excepting normal wear and tear. It is the PIC's responsibility to point out any physical or mechanical discrepancies prior to departure. In the extent the aircraft is not returned to Sioux City, the renter will be responsible for the cost incurred for its return.**
- 2. The renter agrees the aircraft will not be used or operated for any illegal purposes, in any race-speed test- or contest, or by any person other than the Renter who signed the agreement.**
- 3. The renter will always secure the aircraft properly when it is not in flight. Securing the airplane includes proper shut down procedures as well as securing the aircraft. The renter will be responsible for any damages resulting from failure to properly secure the aircraft.**
- 4. Payment is due on return of the airplane unless prior arrangements were made. Liability for payment in full will rest fully upon the individual who signed this rental agreement regardless of private arrangements made with passengers to share costs.**
- 5. The renter is ultimately liable for any damage that occurs to the airplane. The renter will be afforded no subrogation right due to any insurance recoveries if the damage was a result of a violation of a FAR, negligence, neglect, or disregard for the safety of the airplane or for the property of other. The renter will be required to complete credit card information that can be used to collect revenue for rental of damage that occurs to the airplane. It is recommended that the renter obtain a renter's insurance policy.**
- 6. While the airplane is checked out to the renter, they are ultimately responsible for the safe return of the aircraft.**
- 7. Renter will observe all state and federal regulations. Renter will make a proper pre-flight inspection prior to all take offs and not depart unless the aircraft is in apparent good airworthy condition.**
- 8. Renter will return the aircraft at the agreed time, or call JetSun if the weather does not permit return on schedule. Late return may result in additional charges to cover minimums and missed flight.**
- 9. Renter agrees not to tamper with, molest, or attempt to repair any part of the aircraft, to its accessories, but will telephone JetSun Aviation Centre on the toll free phone number (1-888-758-6563) for instructions upon encountering mechanical malfunctions.**
- 10. JetSun will reimburse renter for any repair bill that is mechanical in nature, unless repairs are due to renter's negligence.**

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11. In the event of a breakdown, Renter agrees to remain with the aircraft until satisfactory repairs are completed and aircraft is returned to Sioux City. In the event the aircraft can't be repaired in a reasonable time and you must leave the aircraft, the following will apply;

JetSun will retrieve the aircraft – Free to Renter unless repairs are due to Renter's negligence.

Renter will be billed for hobbs time flown prior to breakdown unless repairs are due to Renter's negligence.

Renter will be responsible for any expenses incurred for alternate transportation home, hotel rooms, meals or airlines fares, etc.

If aircraft is abandoned without JetSun consultation the renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.

12. If renter purchases fuel or oil away from JetSun – Renter will be reimbursed if a receipt is provided showing gallon amounts, date and place of purchase. Items such as tiedown, hangar fees, landing fees, cleaning and other fees are the responsibility of the renter.
13. Renter must confirm that the flight time sheet and Hobbs meter in the airplane agree prior to engine start. Any discrepancy must be clarified before flight to avoid financial responsibility for "extra" Hobbs time.
14. Smoking is not permitted in any JetSun rented aircraft
15. Renters agree to inform JetSun as soon as possible following any accident or incident, major or minor. This includes a hard landing.
16. Renter will not attempt to start the aircraft in temps below freezing without a preheat unless aircraft was stored in a heated hangar. Any maintenance or battery jumps, etc. incurred as a result of in proper preheat will be the renter's responsibility.
17. JetSun Aviation aircraft may not be used to give flight instruction to anyone except those approved by JetSun Aviation Centre
18. Minimum Guaranteed Flight Time – When a renter retains control of an aircraft for any consecutive 24 hour period he/she shall be subject to a 2 hour minimum charge for that day.
19. This lease will remain in effect for 1 year from date signed.

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Renter, by affixing his/her signature hereon, does agree to follow the following flight operations safety rules, emergency maintenance procedures and insurance provision.

Flight Operations Safety Rules

- * **Pilot Certificate** – Renter must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The **Renter** will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.
- * **Currency** – Renter must possess evidence of a current biennial review (BFR), medical certificate and aircraft checkout by a pilot designated by JetSun Aviation Centre..
- * **Preflight** – Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use manufacturers recommended pre-takeoff, cruise and pre-landing checklist.
- * **Weather** – Renter shall plan to operator the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (ceiling of at least 3,000 feet and visibility 5 miles or greater) unless **Renter** is instrument rated.
- * **Take-off and Landing Area** – No take-off or landing shall be made on any area other than the runways of an airport designated, constructed, maintained and used as a public use airport. **Renter** will comply with JetSun Aviation Centre (3 Take-Off and Landings within the last 30 days student – 90 days private pilot or better, local, state and federal regulations.
- * **Physical Conditions** – Renter shall not operate the aircraft for a period of 12 hours after using intoxicating substances such as liquor, tranquilizers and sleeping aids.
- * **Medical Certificate** – Renter shall maintain at least a third class medical certificate.
- * **Student Pilot Renter** – Renter must provide Passport-Birth Certificate or Drivers License. Must have approved CFI for flight or must be approved and pass flight check with a sign off by approved CFI.

Notice of Insurance Coverage

As a **Renter** of an aircraft, JetSun Aviation Centre hereby provides notice that:

1. **You are insured under a policy or policies of insurance provided by JetSun Aviation Centre and providing liability insurance coverage to Renter of the aircraft in the following amount:**

\$ 100,000.00 each occurrence.

Renter Initial

2. **Aircraft physical Damage Insurance in Favor of the Renter Pilot in NOT Maintained. Renter expressly acknowledges that he/she is not an “insured” for any damage to the aircraft under any insurance contract or policy in the name of or for the benefit of JetSun Aviation Centre and the Renter is responsible for any damage to the aircraft that occurs during the rental period**

Renter Initial

Renters are encouraged to consider purchasing an “Aircraft Renters Insurance Policy” from an independent insurance company to protect themselves in situations where they may be found to be responsible for damages.

I HAVE READ AND UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Print Name: _____
Renter

Signed: _____ Date: _____
Renter

Signed: _____ Date: _____
JetSun Aviation Centre