

GREAT BASIN AVIATION FLYING START AERO SEVRICES, LLC

This rental agreement shall govern the relationship between	een Flying Start Aero Services, LLC.
hereafter referred to as Company, and	, hereinafter referred to as
Renter, for all rental transactions between Company and	Renter. This agreement replaces any
previous agreement.	

Stipulations for use of aircraft:

- 1. The following training prohibitions exist for all Company aircraft: spins in airplanes. The only exception is required endorsement for Instructor Certificate. Must be dual received by a Great Basin Aviation Instructor.
- 2. Renter agrees to use Company aircraft for their personal purposes and is in no way authorized to act as an agent of the Company. Renter will not conduct flights for the purpose of giving flight instruction or any other commercial purposes.
- 3. Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated. Further, the Renter must possess a current FAA issued medical certificate appropriate for the type of operation to be conducted. Basic Med is not authorized. Renter must have the appropriate pilot certificates, medical certificates, and photo identification on their person during flight.
- 4. During the time in which Renter possesses and uses the Aircraft, renter shall assume and maintain full operational control over the aircraft.
- 5. Renter will provide background information to the Company of: (i) Any incident or accident, major or minor, they have ever been involved in whether or not Company aircraft was involved; (ii) Any action taken by Federal, State of Local authorities against their certificates.
- 6. Renter agrees to engage in flight checks and aircraft checkout by the appropriate Company flight instructor. Renter further agrees to flight checks for any of these conditions/situations:
 - 1. Renter has not flown a GBA aircraft within the previous 90 days.
 - 2. IFR proficiency flights.
- 7. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in an unairworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.

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- 8. Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including preflight inspection, pre-engine startup, engine startup, taxi, takeoff, cruise, landing, engine shutdown, and post-flight.
- 9. Renter will ensure that the aircraft is operated with (i) proper quantity and type of engine oil (ii) proper octane of fuel; and (iii) adequate fuel is loaded for the intended flight.
- 10. Renter is responsible for the proper operation of all equipment in the aircraft.
- 11. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103) for all flights.
- 12. Renter will never interfere with the operation of the Hobbs or tachometer of an aircraft. This includes disconnection of wiring, pulling of fuses or circuit breakers, setting of flight controls into unsafe positions.
- 13. Renters are strongly encouraged to file an FAA flight plan for all cross-country flights.
- 14. For Renters who are Student pilots:
 - 1. Solo students must receive authorization from a Company flight instructor for every solo flight.
 - 2. Solo students will operate airplanes with-in the crosswind component assigned by Company flight instructor.
- 15. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:
 - 1. Flight control/gust locks in place.
 - 2. Master, avionics, and ignition switches off.
 - 3. Seat belts secured inside the aircraft
 - 4. Chocks in place.
 - 5. Doors completely closed.
- 16. Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems.
- 17. Renter understands that he/she is prohibited from:
 - 1. Hand-propping to start an aircraft.
 - 2. Carrying pets.
 - 3. Smoking, or allowing smoking, in or near an aircraft.
 - 4. Operating an aircraft in violation of terms of this agreement.
 - 5. Starting, taxiing, or flying an aircraft while under the influence of alcohol or drug(s).
 - 6. Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR): (ii) in violation of State, or Local law; (iii) in violation of any Letter of Agreement executed by Company with the home or local airports.
 - 7. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices or Company operating procedures.
 - 8. Operating the aircraft outside the continental United States of America.
 - 9. Operating outside VFR and IFR weather minimums.
 - 10. Operating at unlit airports during night operations.
 - 11. Operating at airports with unpaved runways and /or taxiways.
 - 12. Operating at airports where intended runways have usable length based on parameters of the aircraft POH, adding 20% conservative factor.
 - 13. Operating the aircraft for illegal purposes.

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- 14. Allowing any person other than the Renter who signed the agreement, has been checked out, and has insurance and all documents on file, to be sole manipulator of the aircraft.
- 15. Operating the aircraft any flight for which the Renter is not properly rated or certified.
- 18. Renter agrees to operate the aircraft from the Pilot in Command (PIC) seat as the sole manipulator of the controls. Exception is made for CFI students with a "Right Seat Addendum" on file.
- 19. Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.
- 20. In the event of accident or incident involving company aircraft, Renter will act according to the tenets of NTSB Part 830; particularly:
 - 1. Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
 - 2. Notifying and cooperating with the proper Federal, State, and Local authorities.
 - 3. Reporting the event to Company as soon as possible using the emergency communication protocol included with the aircraft documents.
 - 4. Seeking to gather names and addresses of any witnesses to the event.
 - 5. Preparation and filing of the required appropriate forms.
- 21. Renter agrees to pay for any claims or losses not covered by Company or Renter insurance policies.
- 22. Renters are required obtain renters insurance. Renters may be held responsible for any and all damage to the aircraft that results from Renter's actions or negligence, including but not limited to, damage to tires and landing gear due to excessive braking or hard landings. Further, Renter will held responsible for aircraft loss of use charges at a rate of three (3) hours per day until aircraft is put back into service.
- 23. Renter agrees that if the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.
- 24. Renter acknowledges and agrees that the aircraft is the property of the company and that renter will return the aircraft at the scheduled time, weather permitting.
- 25. Renter expressly acknowledges personal liability to pay Company on demand: (1) Service and time charges computed at the applicable posted rates until said aircraft is returned to Flying Start Aero Services, LLC. (2) Any loss or damage to the aircraft, its components, parts or equipment during the rental period. (3) The amount of any parking, tie-down, or hangar charges until the aircraft is returned to Reno-Tahoe International Airport.
- 31. Renter indemnifies and holds harmless Company and licensed mechanics against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action or judgment which may arise by reason or in connection with Renter's operation of Company aircraft under this agreement.

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- 32. If aircraft and/or CFI is scheduled and cancellation notice is not given within eighteen (18) hours prior to the scheduled time, there will be a one-hour minimum charge for the aircraft and/or CFI.
- 33. Flights over four (4) hours must first be approved by Company management prior to booking. Flight instruction is the priority of the Company which makes aircraft availability limited. Effort will be made to accommodate request, however, there is no guarantee.

Company reserves the right to cancel this agreement at any time without prior notice to Renter.

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 flight review, medical certificate, and aircraft checkout by a pilot designated by the Operator.
- **Preflight** Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's recommended pretakeoff, cruise and pre-landing checklists.
- Weather Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (ceiling of at least 2,000 feet and visibility 5 miles or greater) unless Renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight. No actual IFR flying unless approved by Company.
- Take-off and landing area No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with PAVED runways that have a usable length based on parameters of the aircraft POH, adding 20% conservative factor.
- **Physical conditions** Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as liquor, tranquilizers, and sleeping aids.
- The Renter will comply with all local, state, and federal regulations.

TRANSIENT MAINTENANCE POLICY

At Flying Start Aero Services, LLC., we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional issue may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from Reno-Tahoe International Airport will apply should a breakdown occur.

• In the event of a breakdown, notify Great Basin Aviation, LLC. of the problem immediately. If maintenance personnel are not available leave your name, aircraft number and telephone number where you can be contacted.

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- Do not authorize any repairs to be made to the aircraft without clearance from Flying Start Aero Services, LLC. management. Failure to do so could result in the Renter being responsible for a portion of the bill.
- Flying Start Aero Services, LLC. will not reimburse the Renter for any overtime charges, call-out fees, or any other after-hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.
- Flying Start Aero Services, LLC. will reimburse the Renter for fuel purchased elsewhere provided that the Renter presents a fuel receipt from the place of purchase that shows the number of gallons purchased.
- All repairs and fueling will be made by properly licensed facilities and personnel.

NOTICE OF INSURANCE COVERAGE

As a Renter of an aircraft, the undersigned Operator hereby provides notice that:

- 1. Renter agrees to be fully responsible for the \$5,000.00 insurance deductible, or actual damages whichever is lower should damage occur while aircraft is in Renter's possession.
- 2. Renter also acknowledges that should a situation arise where damage to the aircraft occurred while in the Renter's possession and the insurance fails to cover such damage, he/she will be liable for entire cost of repairs and/or replacement.
- 3. Renter acknowledges that Flying Start Aero Services, LLC requires renter's insurance for all aircraft renters. Minimum coverage is as follows:
 - o Bodily Injury and Property Damage Liability Limits
 - Property Damage \$250,000
 - Each person \$25,000
 - Each Accident \$250,000
 - o Aircraft Damage Liability Limits
 - **\$25,000**

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Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions.

Having read and understood this agreement, l DATED:	I agree to all terms and conditions as set forth.
	Renter's Signature
	Renter's Printed name
	Company Representative