

## **BLANKET AIRCRAFT RENTAL AGREEMENT**

This Blanket Aircraft Rental Agreement ("Agreement") is entered into by the individual whose printed name is: \_\_\_\_\_ (hereinafter called "Pilot" or "Renter"), and whose address appears on the Pilot Information Form included herein, with EDINSON RUIZ, 2000 TORREY DRIVE, BAKERSFIELD, CA 93312 (hereinafter called "The Company").

The Company and Pilot are parties to this Agreement.

### **RECITALS**

A. The Company operates an aircraft rental business in Bakersfield, CA and Redding, CA. Rental includes rentals to student pilots in solo flight. (Any aircraft rented to Pilot by The Company is hereinafter called the "Aircraft").

B. Pilot intends to rent Aircraft from The Company from time to time.

C. Pilot is therefore willing and wishes to enter into this Agreement setting forth the terms and conditions which shall govern all Aircraft rental transactions which may take place between The Company and Pilot.

### **TERMS AND CONDITIONS**

Therefore Pilot, intending to be legally bound, hereby promises and agrees with regard to rental of any Aircraft as follows:

1. Inspection. Pilot agrees that he or she will inspect the Aircraft prior to its use. If the Aircraft is not in good overall condition or has apparent defects, Pilot will immediately notify The Company and will not operate the Aircraft or continue the rental transaction. Pilot further acknowledges and agrees that any Aircraft will be returned, together with all documents and accessories, in the same condition as when rented and at or before the ending time of the scheduled rental.

2. Charges. Pilot shall pay The Company for rental at the hourly rates for the Aircraft as posted by The Company and from time to time:

- (1) for the elapsed time on the Aircraft "Hobbs" meter measuring time of operation, however, rental time shall be at least one-half of the scheduled time up to a minimum rental of two hours for each day.
  - (2) for all expenses incurred in conjunction with returning the Aircraft if for any reason left by Pilot at a location other than the Aircraft's home base; and
  - (3) upon demand, for the amount of all loss or damage occurring while the Aircraft is rented to Pilot.
- (3) A 3.5% service charge will apply to all credit card transactions.

3. Operations. Pilot shall strictly follow these operating rules and procedures, that is, Pilot shall:

- (1) not allow any other person to operate the Aircraft;
- (2) comply with all FAA regulations and other applicable laws;
- (3) not carry persons or property for hire;
- (4) fly only when the reported weather is VFR, and in conditions as approved by The Company (instrument rated pilots approved by The Company for flight in instrument conditions may operate IFR);
- (5) be on an FAA flight plan on flights to destinations more than 50 NM from home base;
- (6) land only at established, public airports, with hard surface of at least 2,400 feet;
- (7) not perform any aerobatics, buzzing or other unsafe operations;
- (8) not land the Aircraft in a crosswind greater than the Aircraft's maximum demonstrated crosswind component;
- (9) not give flight instruction unless certified by the FAA to provide such training;
- (10) not operate the Aircraft in formation flight;
- (11) notify The Company by the most expeditious means if the Aircraft will not be returned on schedule;
- (12) abide by any operations handbook that may be provided by The Company, a copy of which will be read by Pilot;
- (13) advise The Company of proposed cross-country flights and airports to be utilized. Exceptions to these operating rules and procedures will be made only with the written approval of an Officer of The Company.

4. Security. Pilot shall carefully look after the Aircraft and its accessories. When parked the Aircraft shall be properly secured with tie downs, or in a hangar, and locked with Pilot retaining possession of the keys to the Aircraft at all times during the rental.

5. Indemnity, Waiver, and Release. Pilot agrees to indemnify and hold harmless The Company against all loss or damage occurring to ECA or third parties as a result of operation of the Aircraft by Pilot.

Pilot understands there is a risk of injury in aircraft operations, and from participation in aviation activities. While FAA Regulations, Company rules, personal discipline and care may reduce the risk, the risk still exists and is accepted and assumed by Pilot; therefore Pilot knowingly and freely assumes all such risks, both known and unknown, and however arising. Pilot assumes liability for all medical costs, attorneys' fees and any and all other expenses and damages resulting from injury to Pilot and, if signing as a Parent or Legal Guardian, to the Pilot signing this Agreement.

6. Insurance. The Company provides limited coverage liability insurance and aircraft physical damage (hull) insurance for the benefit of Pilot. Pilot shall purchase and maintain aircraft renters physical damage insurance in a minimum amount of \$10,000 and shall annually provide The Company with a copy of current documentation thereof from an aircraft insurance carrier approved by The Company.

7. Term. (1) The term of any rental transaction shall commence as of the time scheduled by Pilot for the rental and shall continue until such time as the Aircraft is returned to, and secured at, the home base airport. (2) This Agreement shall be effective as of the date set forth in the last paragraph hereof and shall continue in effect for a term of one (1) year. Thereafter it shall automatically be renewed from year to year for renewal terms of one (1) year each unless and until terminated by one party giving the other thirty (30) days prior notice of termination.

8. Arbitration. As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, Pilot or The Company may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party consents to any disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The prevailing party may be awarded costs including reasonable attorney fees, and all other costs of the arbitration proceeding. In situations where a party asserts any claim, position or defense, which is not substantially justified by the law or facts, the arbitrator shall award to the opposing party that party's reasonable attorney fees incurred as a result of that party's defending any such claim, position or defense.

9. Notices. All notices from one party to the other shall be in writing and may be effectively given by postage prepaid U.S. Certified Mail – Return Receipt Requested - to the other party's last known address.

10. Integration. This Agreement sets forth the entire understanding of the parties regarding the subject matter. Any modification, change or amendment shall be in writing signed by an officer of The Company.

**NOTICE REGARDING INSURANCE COVERAGE:** You are hereby notified that: (1) The Company carries insurance which covers aircraft renters meeting The Company's experience requirements for a maximum of \$100,000 in third-party bodily injury and property damage liability claims. (2) Physical damage (hull) insurance in favor of aircraft renters may NOT be maintained. Renters are encouraged to meet with their insurance professional to determine additional insurance that may be appropriate for the Renter.

Initials \_\_\_\_\_

**PILOT INFORMATION**

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Tel \_\_\_\_\_ Cell Tel \_\_\_\_\_ Work Tel \_\_\_\_\_

Email \_\_\_\_\_ Employer \_\_\_\_\_

Driver Lic No. \_\_\_\_\_ State \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**Pilot Certificates and Experience (circle all that apply)**

Student	MEI
Recreational	Airplane SEL
Private	Airplane MEL
Commercial	Instrument
CFI	ATP
CFII	Other

Pilot Certificate No \_\_\_\_\_ Medical Class \_\_\_\_\_

Most Recent Flight Review \_\_\_\_\_ Total Flight Time \_\_\_\_\_

Total Flight Hrs \_\_\_\_\_ Instrument \_\_\_\_\_ PIC \_\_\_\_\_ High Perf \_\_\_\_\_

Complex \_\_\_\_\_ Single Engine \_\_\_\_\_ Multi-Engine \_\_\_\_\_

Have you ever had an aircraft accident or incident, damaged an airplane; or been cited for a violation of the Federal Air Regulations, had your pilot's license surrendered, suspended, or revoked, been convicted of, plead guilty or no contest to, any felony or misdemeanor other than parking violations; or been arrested for, or charged with, operating an aircraft or motor vehicle under the influence of drugs or alcohol? \_\_\_\_\_

If yes, explain \_\_\_\_\_

**PAYMENT**

Payment is due immediately after each flight.

Renter will pay charges associated with the rental of Company aircraft by:

\_\_\_ Cash    \_\_\_ Check    \_\_\_ Advance Payment    \_\_\_ Credit Card

Name on Card Statement \_\_\_\_\_

Address (incl city, state, zip) \_\_\_\_\_

IN WITNESS WHEREOF, as of this \_\_\_\_\_ day of, 20\_\_\_\_\_, this five page Agreement, including the Recitals, the Terms and Conditions, the Notice Regarding Insurance Coverage, and the Pilot Information Form, is signed by Pilot on behalf of himself or herself, and his or her spouse (if any), intending to be legally bound.. Upon Pilot signing this Agreement The Company may investigate the creditworthiness and reputation of Pilot and, if approved, will thereafter acknowledge Pilot's signature by signing below. Flight Instructor rental authorizations below the signature lines are solely for The Company's administrative convenience. By signing this Agreement Pilot also acknowledges receiving the foregoing Notice regarding Insurance Coverage contained in this agreement and represents that the information provided in the Pilot Information form is accurate and complete.

Pilot's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*If Pilot is less than 18 years of age this Agreement must be signed below by a parent or legal guardian who, by signing, agrees and acknowledges this document in its entirety as applicable to Pilot and to him or her, and his or her spouse (if any). Pilot's date of birth: \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Company Signature \_\_\_\_\_ Date \_\_\_\_\_

CFI Signature \_\_\_\_\_ Date \_\_\_\_\_