

SEAGULL AVIATION SERVICES INC

AIRCRAFT RENTAL AGREEMENT

This rental agreement shall govern the relationship between SEAGULL AVIATION SERVICES INC., hereafter referred to as SEAGULL, and _____, hereinafter referred to as Pilot/Renter, for all Aircraft Rental transactions between SEAGULL and Pilot/Renter. This agreement replaces any previous Rental Agreement.

1. RECITALS:

1. In conjunction there with SEAGULL rents Aircraft to Pilot/Renters certificated by the Federal Aviation Administration "FAA".
2. Pilot/Renter intends to rent Aircraft from SEAGULL from time to time.
3. Pilot/Renter is therefore willing and wishes to enter into this Aircraft Rental Agreement setting forth the terms and conditions which shall govern all Aircraft rental transactions which may take place between SEAGULL and Pilot/Renter.

2. GENERAL:

1. Pilot/Renter agrees to use SEAGULL aircraft for their business and personal purposes and is in no way authorized to act as an agent of the SEAGULL. Pilot/Renter will not conduct flights for the purpose of giving flight instruction or any other commercial purpose.
2. Pilot/Renter acknowledges and agrees that the aircraft is the property of the SEAGULL and Pilot/Renter will return the aircraft at the end of the **Rental Period**, weather permitting. Pilot/Renter acknowledges that the payment is due upon return of the airplane at the completion of the **Rental Period**.
3. Pilot/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 Pilot/Renter must possess a current FAA issued medical certificate appropriate for the type of operation to be conducted. Pilot/Renter must have the appropriate Pilot/Renters certificates, medical certificates, and photo identification on their person during flight.
4. Pilot/Renter must be current with FAA standard biennial flight review or similar, within the last 24 months.
5. Pilot/Renter acknowledges that SEAGULL highly encourages Pilot/Renter's insurance for all aircraft Pilot/Renters (Nob-owner Aircraft Insurance).
6. Pilot/Renter will provide background information to the SEAGULL of:
 - a) Any incident or accident, major or minor, they have ever been involved in whether or not SEAGULL aircraft was involved.
 - b) Any action taken by Federal, State of Local authorities against their certificates.

3. SEAGULL AIRCRAFT USE POLICY:

1. Pilot/Renter agrees to engage in aircraft checkout by the approved SEAGULL CFI for every aircraft the Pilot/Renter intends to rent from the SEAGULL. Pilot/Renter further agrees to aircraft checkout for any of these conditions/situations:

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- a) Pilot/Renter has not flown that model of aircraft within the previous 60 days. If Pilot/Renter is checked out in SEAGULL aircraft, but has not flown SEAGULL aircraft within previous 60 days, but has flown another aircraft of the same type from another flight service, Pilot/Renter will show proof via logbook entry to SEAGULL CFI and will then be able to fly the designated aircraft.
 - b) IFR proficiency flights.
 - c) Currency for night flight. Unless Pilot/Renter completes a night checkout with an approved SEAGULL CFI, Pilot/Renter may schedule for daylight flights only. The exception to this policy is if Pilot/Renter is instrument-rated or if Pilot/Renter has logged a minimum of 10 hours of night flight and is night current.
2. Approved CFI are not employees of SEAGULL.
 3. Pilot/Renter agrees to operate the aircraft from the Pilot/Renter in Command (PIC) seat as the sole manipulator of the controls.
 4. Pilot/Renter is expected to perform all items specified in 14 CFR Part 91, for any aircraft intended for flight.
 5. The Pilot/Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft of SEAGULL, a Pilot/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.
 6. Pilot/Renter agrees to notify to SEAGULL of any problems found with the airplane after a flight, especially if safety of further flight could be affected.
 7. Pilot/Renter will ensure that the aircraft is operated with:
 - a) Proper quantity and type of engine oil.
 - b) Proper octane of fuel.
 - c) Adequate fuel is loaded for the intended flight.
 8. Pilot/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. Pilot/Renter is responsible for the proper operation of all equipment in the aircraft.
 10. Pilot/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.
 11. Pilot/Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems.
 12. Pilot/Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:
 - a) Flight control/gust locks in place.
 - b) Master and ignition switch off.
 - c) Seat belts secured inside the aircraft
 - d) Chocks in place.
 - e) Tie-downs secured (if tied outside).

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f) If is in the hangar, the hangar is secure.

13. Pilot/Renter shall:

- a) Comply with all FAA regulations and other applicable laws.
- b) Fly only when the reported weather is VFR, and in conditions as approved by SEAGULL (instrument rated Pilot/Renters approved by SEAGULL for flight in instrument conditions may operate IFR).
- c) Land only at established, public airports, with hard surface of at least 2,500 feet for SEL and at least 3,000 feet for MEL.
- d) Notify SEAGULL by the most expeditious means if the Aircraft will not be returned on schedule.
- e) Pilot/Renters are strongly encouraged to file an FAA flight plan for all cross-country flights. Advise SEAGULL of proposed cross-country flights and airports to be utilized.

14. Pilot/Renter understands that he/she is prohibited from:

- a) Perform spins, any aerobatics or other unsafe operations.
- b) Operate the Aircraft in formation flight.
- c) No objects, including people, may enter or exit the Aircraft while the engine is running or while the Aircraft is in flight. Parachuting is prohibited.
- d) Any illegal purpose such carry hazardous or illegal substances.
- e) Operate the aircraft in any race, speed test or contest of any kind.
- f) Allow any other person to operate the Aircraft.
- g) Subleasing the Aircraft or assigning this Agreement to any other party or person.
- h) Carry property or persons for hire, including aerial photography flight.
- i) Give flight instruction.
- j) Hand-propping to start an aircraft.
- k) Carrying pets without express and written approval of SEAGULL.
- l) Smoking, or allowing smoking, in or near an aircraft.
- m) Starting, taxiing or flying an aircraft while under the influence of alcohol or drug(s).
- n) Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices or SEAGULL operating procedures.
- o) Land the Aircraft in a crosswind greater than the Aircraft's maximum demonstrated crosswind component.
- p) Operating the aircraft outside the continental United States of America.
- q) Operating outside VFR and IFR weather minimums.
- r) Operating at unlit airports during night operations.
- s) Operating at airports with unpaved runways and/or taxiways.
- t) Operating at airports where intended runways have usable length of less than 2,500 feet for SEL or 3,000 feet for MEL.

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- u) Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR): (ii) in violation of State, or Local law.
- v) Operating an aircraft in violation of terms of this agreement.

15. In the event of accident or incident involving SEAGULL aircraft, Pilot/Renter will act according to the tenets of NTSB Part 830; particularly:

- a) Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
- b) Notifying and cooperating with the proper Federal, State, and Local authorities.
- c) Reporting the event to SEAGULL as soon as possible using the emergency communication protocol included with the aircraft documents.
- d) Seeking to gather names and addresses of any witnesses to the event.
- e) Preparation and filing of the required appropriate forms.

4. RENTAL TIME:

1. The **Rental Period**; starts at the beginning of the first hour, when the Pilot/Renter shall arrives at the airplane's location, begins his/her preflight procedures; extends until the end of the last hour, the airplane is tied down at the SEAGULL specified location, or home airport, and the Pilot/Renter relinquishes control of the airplane back to the SEAGULL.

2. **Rental Time Charge** is based and computed at the applicable posted **Hobbs Meter Time**, which means **Flight Time**, until the airplane is returned to the SEAGULL.

- a) Pilot/Renter is responsible to check and record the **Flight Time** on the airplane flight card, to the highest tenth, prior to starting the engine and then at the end of the flight after final engine shutdown.
- b) A minimum charge of the applicable **Rental Time Charge**, fifty percent (50%) of the **Rental Period** will be applied, unless weather does not permit safe operation. For multiple day reservations, a **Minimum Per Day Charge** may apply instead.
- c) **Minimum Charges** as follows:
 - i. For three (3) hours Rental Periods will be 1.5 hours of Rental Time Charge as Minimum Charge.
 - ii. For four (4) hours Rental Periods will be 2.0 hours of Rental Time Charge as Minimum Charge.
 - iii. For seven (7) hours Rental Periods will be 3.5 hours of Rental Time Charge as Minimum Charge.
 - iv. More than seven (7) hours Rental Periods will be 4.0 hours of Rental Time Charge per 24-hour period.
 - v. The **Minimum Per Day Charge** will be 4.0 hours of Rental Time Charge.
- d) Cancellation of confirmed appointments can be done by email, or phone no less then 24 hours before the appointment to avoid a **Cancellation Fee**.
- e) **Rental Time Charges** are defined as either "**WET**" or "**DRY**":
 - i. Wet rate includes fuel and oil: SEAGULL will reimburse the Pilot/Renter for fuel purchased at the current price of 100LL at home airport or the actual purchased price, whichever is less when presented with proof of the purchase.

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- ii. Dry rates do not include fuel: The Pilot/Renter is responsible to check and record the fuel levels of all fuel tanks at the beginning of each flight. When the airplane is returned, the Pilot/Renter must ensure the fuel levels are restored such that the total fuel is the same as the starting total fuel. If there is a discrepancy, the SEAGULL will either credit or charge for the amount of fuel needed to correct the fuel level based on the price of 100LL at home airport. Dry rates include oil.
- f) The airplane may be reassigned if the Pilot/Renter does not arrive within 30 minutes beyond the **Rental Period** start time.

5. **RENTAL FEE:**

1. Pilot/Renter shall pay SEAGULL a rental fee for Pilot/Renter's use of the Aircraft according to the published **Rental Time Charge** structure.
2. Such rental fees shall be due and payable immediately at the end of the **Rental Period**. Credit on pre-paid rate for block-time purchases will not be reimbursed.
3. In the event of non-payment within fifteen (15) days, interest will accumulate at a rate of 1.5% per month until the balance is paid in full. Furthermore, all applicable debit charges involved with a returned check will be added to the balance for collection, as well as reasonable collection fees (minimum collection fee is \$200.00), including attorney's fee.

6. **CANCELLATION FEES:**

1. If Pilot/Renter cancels Aircraft inside of twenty four (24) hours prior to the **Rental Period**, Pilot/Renter is subject to being billed for twenty five percent (25%) of the **Rental Period**.
2. Aircraft scheduled for the rental period to take place before and/or after normal business hours will be subject to a minimum cancellation fee of fifty percent (50%) of the **Rental Period**, with exclusion for weather-related cancellations.
3. In the event of a No-Show without previous notice, Pilot/Renter is subject to being billed for fifty percent (50%) of the **Rental Period**. This fee will be called **No-Show Fee**.

7. **OTHER FEES:**

1. If unable to return the Aircraft on schedule, Pilot/Renter must notify SEAGULL by telephone. Additional charges may apply for a late return and is called **Late Fees**. If the airplane is returned after the end of the **Rental Period**, a **Late Fees** will be computed based on the **Rental Time Charge** by the amount of the portion of the Late Return Time; for example, twenty four (24) minutes of Late Time Return will be 0.4 hours of **Rental Time Charge** as additional charge. This fee is charged in addition to any normal rental fees. The **Late Fees** will be waived in cases such as acts of God, accidents, or mechanical problems.
2. If the Master Switch is left on in the Aircraft and the battery is depleted, there will be a minimum fee of \$50.00, or cost of replacement of the battery, if needed. This fee will be called **Battery Fee**.
3. Pilot/Renter agrees to maintain engine at proper levels and to return the Aircraft in a clean condition. A \$10.00 cleaning fee will be applied to Pilot/Renter for Aircraft returned in an un-clean condition. This fee will be called **Un-Clean Fee**.

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8. CREDIT CARD AUTHORIZATION OR DEPOSIT:

1. Pilot/Renter authorizes SEAGULL to charge the Pilot/Renter's account and/or credit card for all fees and payments outstanding.

Name on Card: _____

Credit card type: _____

Acc.#: _____

Expiration: ____/____ CVV: _____

Billing Address: _____

_____, _____, _____
City State Zip

2. The Pilot/Renter authorizes SEAGULL to charge unpaid rental, Cancellations Fee, No-Show Fees, Late Fees, other fees and balances to the account and/or credit card listed in this agreement. SEAGULL will notify the Pilot/Renter of any charges made.

9. SEAGULL TRANSIENT MAINTENANCE POLICY:

1. At SEAGULL, we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from the home airport will apply should a breakdown occur.

- a) In the event of a breakdown, notify SEAGULL of the problem immediately. If SEAGULL Representatives are not available leave your name, aircraft number and telephone number where you can be contacted.
- b) Do not authorize any repairs to be made to the aircraft without clearance from the SEAGULL representative. Failure to do so could result in the Pilot/Renter being responsible for a portion of the bill.
- c) SEAGULL will not reimburse the Pilot/Renter for expenses incurred by the Pilot/Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc.
- d) If the **Rental Time Charges** are "WET", SEAGULL will reimburse the Pilot/Renter for fuel purchased elsewhere at current self fuel price of home airport, provided that the Pilot/Renter presents a fuel receipt from the place of purchase that shows the number of gallons purchased.
- e) All repairs and fueling will be made by properly licensed facilities and personnel. Repairs are to be documented on the repair facility invoice and all replaced parts are to be returned unless waived by SEAGULL.
- f) Pilot/Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Pilot/Renter will contact SEAGULL Representatives for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction. Under no circumstances, shall the Aircraft be flown by Pilot/Renter if to do so would violate any governmental statute or regulation or compromise the safety of Pilot/Renter, his/her passengers, or the Aircraft.

10. SEIZURE, FORFEITURE OR DAMAGE TO AIRCRAFT:

1. Pilot/Renter agrees to report any aircraft damage, accident or incident to the SEAGULL as soon as possible.

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2. Pilot/Renter agrees to take responsibility for the airplane while in his possession, taking reasonable precautions to care for the airplane, protecting it from theft in part or whole, or damage of any kind, on the ground or in the air.
3. At the termination of the rental period, Pilot/Renter shall return the Aircraft to SEAGULL in the same condition as when received, except for reasonable wear and tear.
4. Pilot/Renter shall be liable to SEAGULL for any and all loss or damage, including but not limited to: broken static wicks, flat-spotted tires, spilled food and beverages in the cabin, damage to landing gear or firewall due to excessively hard landing, damage to the wings, elevator or rudder tips, or any other damaged sustained by the Aircraft.
5. In the event of seizure, forfeiture or damage to the Aircraft as a result of the Pilot/Renter's negligence, Pilot/Renter agrees to pay SEAGULL and amount equal to two (2) hours per day rental of the Aircraft at the current hourly rate for each day the Aircraft is held out of service.
6. The total of such payments are not to exceed the fair market value of the Aircraft. Pilot/Renter also agrees to pay all legal and attorney's fees and all expenses incurred in the recovery of said Aircraft.
7. Pilot/Renter expressly acknowledges personal liability to pay SEAGULL on demand the amount of any parking, tie-down, or hangar charges until the aircraft is returned to SEAGULL.
8. If the airplane is abandoned away from the home-base airport, the Pilot/Renter will be liable for any expenses incurred by the SEAGULL required to return the airplane to the home base airport and **Flight Time at Dual Rental Time Charges** to return the aircraft to home base.

11. NOTICE OF INSURANCE COVERAGE

1. As a Pilot/Renter of an aircraft, the undersigned SEAGULL hereby provides notice that:
 - a) Pilot/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 Pilot/Renter's possession.
 - b) Pilot/Renter also acknowledges that should a situation arise where damage to the aircraft occurred while in the Pilot/Renter's possession and the insurance fails to cover such damage he/she will be liable for entire cost of repairs and/or replacement.
 - c) Pilot/Renter acknowledges that SEAGULL highly encourages Pilot/Renter's insurance for all aircraft Pilot/Renters.
 - d) You are insured under a policy or policies of insurance provided by the undersigned SEAGULL and providing liability coverage in the following amount:
 - i. Single Limit Bodily Injury & Property Damage Liability of \$1,000,000 each occurrence limited to \$200,000 per passenger.
 - ii. Medical Payments \$5,000 per passenger including Crew.

12. TERM:

1. The term of any rental transaction shall commence as of the time scheduled by Pilot/Renter for the rental and shall continue until such time as the Aircraft is returned to, and secured at, home airport.

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13. EXTENSION OF AGREEMENT:

1. This Agreement shall be continuing and shall control each use of Aircraft by Pilot/Renter, unless modified or terminated by both Pilot/Renter and SEAGULL in writing.

14. DEFAULT:

1. If Pilot/Renter defaults in the performance of any of his/her obligations under this Agreement, SEAGULL shall, at its option and without further notice, have the right to terminate the Agreement and repossess the Aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detained and Pilot/Renter expressly waives the service of any notice. Exercise by SEAGULL of either or both of the rights specified above shall not prejudice SEAGULL's right's to pursue any other remedy in law or equity. Furthermore, SEAGULL may refuse the rental of any Aircraft at anytime, without explanation.

15. INTEGRATION/SUCCESSORS BOUND:

1. This Agreement constitutes the entire Agreement between Pilot/Renter and SEAGULL, and as of its effective date supersedes all prior independent Agreements between Pilot/Renter and SEAGULL related to the renting of Aircraft. Any change or modification hereof must be in writing signed by both Pilot/Renter and SEAGULL. This Agreement shall be binding and shall inure to the benefits of heir, legal representatives, successors and assigns of the parties hereto.

16. INDEMNITY-FORCE MAJEURE:

1. Pilot/Renter agrees to release, indemnify and hold SEAGULL, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorney's fees and expenses incidental thereto, which may be suffered by, or charged to SEAGULL by reason of any loss or damage to any property, or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Pilot/Renter of any covenant of condition of the Agreement or by an act or failure to act of Pilot/Renter.

2. Pilot/Renter understands there is a risk of injury in aircraft operations, and from participation in aviation activities.

3. While FAA Regulations, SEAGULL rules, personal discipline and care may reduce the risk, the risk still exists and is accepted and assumed by Pilot/Renter; therefore Pilot/Renter knowingly and freely assumes all such risks, both known and unknown, and however arising.

4. Pilot/Renter assumes liability for all medical costs, attorneys' fees and any and all other expenses and damages resulting from injury to Pilot/Renter signing this Agreement.

17. DISCLAIMER OF LIABILITY:

1. SEAGULL hereby disclaims and Pilot/Renter hereby releases SEAGULL from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage, death, or injury of any nature whatsoever sustained by Pilot/Renter, its employees, agents or invites during the term of this Agreement. The parties hereby agree that under no circumstances shall SEAGULL be liable for indirect, consequential, special or exemplary damages, whether in contract or tort including strict liability and negligence, such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting if Aircraft under this Agreement.

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18. CERTIFICATION:

1. Pilot/Renter certifies that the information filled in the Pilot/Renter Information Form is correct. Pilot/Renter understands that SEAGULL is relying on this information to rent Aircraft to Pilot/Renter. Pilot/Renter agrees to the terms and conditions set forth therein.

19. CURRENCY:

1. Pilot/Renter must have flown the SEAGULL's Aircraft within the preceding 60 days to maintain flight proficiency.

20. RECORDS:

1. It is Pilot/Renter's responsibility to keep his/her insurance records updated with the current information on their address, phone number, photo ID number (Passport or Driver License), credit card, FAA medical class and date, and flight review or similar date. Pilot/Renter must produce these documents prior to the signing of this Agreement.

21. PRIVACY AGREEMENT:

1. SEAGULL follows strict security standards and procedures to help prevent unauthorized access to personal information, aircraft and airports. Only properly authorized employees of SEAGULL may access information SEAGULL collects from or about Pilot/Renter to conduct business. Instructors of SEAGULL who have access to customer or consumer information may use it only for legitimate business purposes. Additionally, SEAGULL safeguards Pilot/Renter information in accordance with data security regulations, including personal information received via the Internet. SEAGULL may disclose information we collect about Pilot/Renter to government, regulatory and legal authorities in response to a subpoena, to prevent acts of terrorism, to comply with an inquiry by a government agency.

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, I agree to all terms and conditions as set forth.

DATED: _____

Pilot/Renter's Signature

Pilot/Renter's Printed name

SEAGULL Representative Signature

SEAGULL Representative Printed name

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PILOT/RENTER INFORMATION FORM

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE:(Home) _____ (Work) _____ (Cell) _____

E-MAIL ADDRESS: _____

EMERGENCY CONTACT NAME: _____

RELATIONSHIP: _____ PHONE: _____

FAA CERTIFICATE NUMBER: _____ TYPE: _____

RATINGS: _____ TOTAL HRS: _____

DATE OF CURRENT FAA MEDICAL _____ CLASS: _____

DATE OF LAST BIENNIAL OR EQUIVALENT: _____

PILOT/RENTER DOCUMENTS COPIED: (Required to be on file)

Photo ID: ___Y___N Pilot/Renter Certificate: ___Y___N Medical: ___Y___N

PILOT/RENTER INSURANCE:

Insurance Company: _____

Policy Number: _____

Expiration Date: _____

CHECKOUT DATE: _____ BY: _____

AIRCRAFT USED: _____