

## AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (the Agreement) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between AVIATOR'S WING, and \_\_\_\_\_ ("Renter"). In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as regards from time to time by Renter of any and all aircraft rented from AVIATOR'S WING (hereafter "Aircraft") as follows:

- 1. RENTAL FEE:** Renter shall pay from time to time a rental fee for Renter's use of the Aircraft in accordance with Authority's prevailing prices and policies. Such rental fee shall be due and payable in advance at the beginning of each Rental Period ("RP"), as herein defined. Renter hereby agrees and acknowledges that Renter is responsible for Aircraft at all times during the RP.
- 2. SOLE PILOT:** Renter agrees that Renter shall be the sole pilot or operator of the aircraft during each RP. Renter hereby agrees to operate Aircraft in accordance with applicable Federal, State, and Local laws and regulations. Renter must complete an Aircraft Renter Data form. The information and representations made in the renter data form shall be updated by Renter before the commencement of each rental period and are hereby incorporated by reference into this Agreement.
- 3. CERTIFICATES:** Renter represents that Renter holds a valid and current Federal Aviation Administration ("FAA") pilot license and a valid and current medical certificate, and has passed a biennial flight review within the last twenty-four (24) calendar months or is a student supplying a valid and current medical certificate. For the purpose of Aircraft rental for any RP, the validity and currency of such certificate shall be based upon review of credentials presented by Renter to AVIATOR'S WING, who at its sole discretion may deny rental of Aircraft at any time for any reason.
- 4. AIRCRAFT EXPERIENCE & CURRENCY:** Renter acknowledges and agrees that the term Aircraft constitutes more than one aircraft Make and Model. Renter hereby agrees that prior to Renter's first rental of any aircraft within the terms of this Agreement, and prior to or concurrent with the commencement of any renewal term, Renter must demonstrate proficiency in same aircraft Make & Model satisfactory to an AVIATOR'S WING Flight Instructor, at his sole discretion. Renter further agrees that if Renter has not flown the aircraft within the last 90 days of said demonstration of proficiency, AVIATOR'S WING may require renter to again demonstrate proficiency in aircraft make & model satisfactorily to an AVIATOR'S WING Flight Instructor at its sole discretion.
- 5. PRE-FLIGHT:** Prior to each flight, each Renter shall personally conduct a pre-flight inspection of the Aircraft as prescribed by the manufacturer of the Aircraft in the Aircraft Pilot's Operating Handbook, including checking the fuel from all sumps and determining that the fuel is the correct type for the Aircraft and that the fuel and oil on board the aircraft are sufficient for Renter's purpose.
- 6. CHECK-LISTS:** Renter shall operate the aircraft in accordance with the Aircraft manufacturer's recommended pre-takeoff, cruise, and pre-landing check-lists supplied in the aircraft.
- 7. WEATHER:** Renter shall obtain weather reports of forecast for the proposed route prior to commencing a flight. Renter shall only operate Aircraft when current and forecasted aviation weather indicate that weather conditions present both locally, en route, and at the destination are commensurate with the pilot's certificates, rating and experience, and capabilities of Aircraft, and meet all other requirement as set forth herein.
- 8. COMPLIANCE WITH AVIATOR'S WING PROCEDURES:** Renter represents and warrants that Renter has read and understands the AVIATOR'S WING Instruction Procedures relating to Rental of Aircraft as set forth in the Operation Manual and is familiar with the contents thereof. AVIATOR'S WING retains the right to deny Aircraft rental if the Renter fails to comply with any part of said procedures or others as may be contained herein.
- 9. RUNWAYS:** Renter agrees to use only established, hard-surfaced runways.
- 10. ACCIDENTS:** Renter agrees to immediately report to AVIATOR'S WING any accident, mishap, incident or anomalies including, but not limited to, engine failure, engine stoppage, or engine shut-down; propeller strike, failure or damage; physical damage or anomalies to Airframe or other parts of Aircraft; or any and all of its component parts including avionics and electronic components or radios, or anomalies thereto or otherwise applicable under National Transportation Safety Board Part 830.

- 11. COMPLIANCE WITH LAWS:** Renter shall file an FAA flight plan for all flights of more than twenty-five (25) nautical miles in one direction. The Aircraft shall only be operated in accordance with all Federal, State, and Local laws and regulations.
- 12. PHYSICAL CONDITION:** Renter represents that Renter will not operate Aircraft if Renter has used intoxicating liquor, tranquilizers, or sleep-inducing drugs within twenty-four (24) hours prior to the commencement of any flight or flight leg or if Renter's physical condition is in any way impaired.
- 13. INSPECTION:** Renter represents that Renter has inspected the Aircraft or has caused it to be inspected and hereby agrees that the Aircraft is in acceptable mechanical condition.
- 14. PROHIBITED ACTIVITIES:** Renter agrees that the Aircraft shall not be used (a) to carry persons or property for hire; (b) in any race, test, or contest; (c) for any illegal purpose whatsoever; or (d) for any purposes not permitted by AVIATOR'S WING procedures.
- 15. CONDITION OF AIRCRAFT:** RENTER HEREBY ACKNOWLEDGES THAT AVIATOR'S WING IS NOT THE MANUFACTURER OF THE AIRCRAFT, NOR THE MANUFACTURER'S AGENT, AND THAT AVIATOR'S WING MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.
- 16. SUBLEASE AGREEMENT:** Renter agrees not to sublease the Aircraft or sell, assign, or otherwise transfer this Agreement.
- 17. ALTERATIONS:** Renter agrees not to make any additions, alterations, or improvements to the Aircraft.
- 18. INDEMNITY:** Renter agrees to release, indemnify, and hold AVIATOR'S WING, its officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, and claims judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, which may be suffered by, or charged to AVIATOR'S WING by reason of any loss of or damage to any property, or injury to, or death of a person, arising out of or by reasons of any breach, violation, or nonperformance by renter of any covenant or condition of this Agreement, or by any act or failure to act on the part of the Renter. AVIATOR'S WING shall not be liable for its failure to perform under this Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting there from or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond AVIATOR'S WING's control.
- 19. DISCLAIMER OF LIABILITY:** AVIATOR'S WING HEREBY DISCLAIMS, AND RENTER HEREBY RELEASES OPERATOR FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY RENTER, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY AVIATOR'S WING'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL AVIATOR'S WING 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 OF THE AIRCRAFT UNDER THIS AGREEMENT.
- 20. DAMAGE TO AIRCRAFT:** At the termination of the rental period, Renter shall return the Aircraft to AVIATOR'S WING in the same condition as when received, excepting reasonable wear and tear. Renter shall be liable to AVIATOR'S WING for damage sustained by the Aircraft during the rental period.
- 21. RENTAL INSURANCE:** Renter acknowledges that Aviator's Wing requires that the Renter has in full force and effect non-ownership ("Renter") aircraft liability and/or hull and/or medical insurance coverage.
- 22. EMERGENCY REPAIRS:** Emergency repairs shall be defined as repairs to the Aircraft which, due to statute, regulations, mechanical failure, or failure, or damage, should be made to the Aircraft before further flight. Should the aircraft require emergency repairs, Renter shall comply with the following procedures: (a) contact AVIATOR'S WING for instructions; (b) If no contact can be made and repair can be affected for One Hundred Dollars

(\$100.00) or less, Renter may authorize and make payment for the repairs, for which Renter shall be reimbursed by AVIATOR'S WING. Under no circumstances shall Renter authorize repairs to the Aircraft unless no contact with AVIATOR'S WING can be affected and the repairs can be made for One Hundred Dollars (\$100.00) or less, and under no circumstances shall the Aircraft be flown by Renter without repair if to do so would violate any Federal, State, or Local law or regulation or compromise the safety of the renter, his/her passengers, or the Aircraft.

- 23. **DEFAULT:** Renter agrees and/or acknowledges that if Renter defaults in the performance of any of his/her obligations under this agreement, AVIATOR'S WING, at its option, and without further notice, has the right to terminate the Agreement and to repossess the Aircraft using such force as may be necessary without being deemed guilty of trespass, breach of peace, or forcible entry, and detainer, and Renter hereby expressly waives the service of any notice. Exercise by AVIATOR'S WING of either or both of the rights specified above shall not prejudice AVIATOR'S WING's right to pursue any other remedy in law or equity.
- 24. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the Oklahoma.
- 25. **RELATIONSHIP OF PARTIES:** Renter is not and shall never at any time during the term of this Agreement become the agent of AVIATOR'S WING, and shall not be responsible for the acts or omissions of Renter, its agents, or servants.
- 26. **REMEDIES CUMULATIVE:** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.
- 27. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and as of its effective date supersedes all prior agreements between the parties as related to the rental of Aircraft. Any change or modification hereof must be in writing signed by both parties.
- 28. **WAIVER:** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
- 29. **SUCCESSORS BOUND:** This Agreement shall be binding and shall inure to the benefit of the heirs, legal representative, successors, and assigns of the parties hereto.
- 30. **REPOSSESSION OF AIRCRAFT:** Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any Federal, State or Local law or regulation, or is operated outside the scope of this Agreement, appears to be abandoned or if Renter had given false or misleading information at time of rental.
- 31. **TERM:** The term of this Agreement is for one year from the date first written above, which term may be renewed for an additional one year, at AVIATOR'S WING's sole discretion. Renter may not pledge, assign, or transfer, this Agreement.
- 32. **RENTAL PERIOD:** Rental Period ("RP") for any Aircraft is defined herein as that time period during which Renter has possession of the keys of the Aircraft, Authorized possession of the Aircraft commences with the authorized release of the keys of the aircraft to Renter by AVIATOR'S WING and concludes with the return by the Renter of the keys of the Aircraft to AVIATOR'S WING provided that Renter has returned Aircraft to airport agreed-upon.
- 33. **HEADING:** Headings are provided for convenience only and do not constitute part of this Agreement.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter's Name (Printed)