



1005 Shoreline Lane, Port Lavaca, TX 77979
Phone/Fax: 361-552-1228
www.calhounaircenter.com

AIRCRAFT RENTAL AGREEMENT

Date: _____

Name: _____

Date of Birth: _____ Place of Birth _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: (Home) _____ (Work) _____
(Cell) _____ E-Mail: _____

Emergency Contact: (Name) _____ (Phone) _____

Driver's License #: _____ State: _____

Social Security #: _____ Are you a US Citizen? YES / NO

If no, please list citizenship: _____ Passport #: _____

Date of Issue: _____ Visa date of issue: _____

Date of expiration: _____

Certificates and/or Ratings Held

Pilot Certificate #: _____ Date Issued: _____ Last BFR: _____

Special Endorsements: _____

Medical: _____ Date Issued: _____ Limitations: _____

_____ Private Pilot _____ Airplane: SEL MEL SES MES _____ Heli/Rotorcraft

_____ Commercial Pilot _____ Airplane: SEL MEL SES MES _____ Heli/Rotorcraft

_____ CFI _____ CFII _____ MEI _____ ATP Expiration: _____



This rental agreement shall govern the relationship between Calhoun Air Center, 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.

Rental aircraft and training services are paid for on a pay-as-you-go basis; no credit will be extended to students or Renters. Payment is expected upon receipt of services, although payment in advance may be held on account.

Rental rates are as posted. Rental time is based on the Hobbs meter time rounded up to the next 1/10th hour.

Renter will give at least 12 hours notice when canceling or changing scheduled flights for any reason other than unsafe weather conditions or aircraft mechanical problems. In this event and at its option, Company reserves the right to charge the Renter one (1) hour of flight time and one (1) hour of instructor time, if applicable. Renter agrees to schedule aircraft when their plans are definite and for the amount of time they intend to use the aircraft. Renter will be considered a no-show if aircraft is not dispatched to them within one half hour of the scheduled time, and no attempt to contact the Company has been made. At that time the aircraft will be made available to other customers. Further, student pilots are required to contact their instructor personally when canceling.

Overnight use away from home airport:

A minimum of **5.0 hours per night** of billable flight time.

ex:

The renter keeps the aircraft for one night, and returns the next day with 3.0 hours of Hobbs time, the Renter charge will be 5.0 hours. (3 days/2 nights will be a minimum of 10.0 hours, and so on)

**It is imperative and required that the aircraft be secured as described in paragraph 14 of this agreement.*

The company is providing a wet-lease. Should the need to fuel arise outside of the home airport, the renter will be reimbursed at the current fuel price at the company airport. All fuel receipts must clearly state the date, gallons and price of fuel purchase, and be submitted to the company no more than 10 days from the time of purchase.

Stipulations for use of aircraft:

1. The following training prohibitions exist for Company aircraft: spins in airplanes.
2. Renter agrees to use Company aircraft for their business and 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 purpose.**



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.

Renter must have the appropriate pilots certificates, medical certificates, and photo identification on their person during flight.

4. 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 or Local authorities against their certificates.

5. Renter agrees to engage in, and pay for, flight checks and aircraft checkout by the appropriate Company flight instructor for every aircraft the Renter intends to rent from the Company. Renter further agrees to flight checks for any of these conditions/situations:

- a. Renter has not flown any Company aircraft in over 60 days.
- b. Renter has no experience with flying into/out of high altitude airports.
- c. Flight in the vicinity of mountains and canyons.
- d. IFR proficiency flights.
- e. Currency for night flight.

6. 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 un-airworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.

7. Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation.

8. 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 for the intended flight.

9. Renter is responsible for the proper operation of all equipment in the aircraft.

10. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103) for all flights.

11. Renter will never interfere with the operation of the Hobbs or tachometer of an aircraft.



12. For Renters who are Student pilots:

- a. Solo students must have written instructor permission for each individual flight.

14. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:

- a. Flight control/gust locks in place.
- b. All switches off.
- c. Seat belts secured inside the aircraft.
- d. Doors and baggage compartment locked
- e. Chocks in place.
- f. Tie-downs secured.
- g. Pitot tube cover installed
- h. Trash removed from the interior and baggage compartments.
- i. Cleaning of any mess caused by liquids or solids.

Renter will be charged \$65.00 for a dead battery due to master/battery switch being left on, a \$25.00 charge for failing to attend to all items a - h, and \$75.00 for failing to attend to item i. Renter agrees to always return the aircraft in a ready-to-fly condition when checked in at Company.

15. Renter is responsible for landing, tie-down, and departure fees or taxes at airports other than the home airport.

16. Renter agrees to return the aircraft at the agreed time and place. Renter will inform Company as soon as practical if the aircraft is to be kept longer than originally planned.

17. Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems. Company is not responsible for incidental costs that may be incurred by the Renter or passengers in the event that the aircraft cannot be returned to the home airport in this case. This includes: telephone calls, rental cars, hotel rooms, airline tickets, and meals. Further, the Company shall not be responsible for any airport charges incurred for non-maintenance related delays.



18. For reasons other than those resulting from conditions described in the above item. Renter shall remain responsible for the aircraft and will pay all costs incurred to return the aircraft to Company. At its option, Company reserves the right to charge the Renter for "loss-of-use"; estimated revenues that would have been earned from flights and instruction that were scheduled or were anticipated to be scheduled had the aircraft been returned as required.

19. Renter understands that he/she is prohibited from:

- a. *Hand-propping* to start an aircraft.
- b. Carrying pets without express and written approval of Company.
- c. Smoking, or allowing smoking, in or near an aircraft.
- d. Consuming food or beverages, other than water in plastic bottle or closed container, in an aircraft.
- e. Operating an aircraft in violation of terms of this agreement.
- f. Starting, taxiing, or flying an aircraft while under the influence of alcohol or drug(s).
- g. 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.
- h. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices, or Company operating procedures.
- i. Operating the aircraft outside the continental United States of America.
- j. Operating outside VFR and IFR weather minimums.
- k. Operating at unlit airports during night operations.
- l. Operating at airports with unpaved runways and/or taxiways.
- m. Operating at airports where intended runways have usable lengths of less than 2,200 feet (SEL) or 3,200 feet (MEL).
- n. Landing on private or public property, only landings at approved airports are allowed.

20. Renter agrees to operate the aircraft from the Pilot on Command (PIC) seat as the sole manipulator of the controls.



21. 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.

22. In the event of accident or incident involving Company aircraft, 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 Company 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.

23. Renter agrees to assume responsibility for any loss or damage to or involving Company aircraft caused in whole or in part by Renters negligence, violation of Federal Aviation Regulations (Title 14 CFR), improper procedures, and acts or failure to act in regards to the proper inspection and operation of Company aircraft. Renter agrees to pay for any claims or losses not covered by Company or Renter insurance policies.

24. Renters are strongly encouraged to obtain renters insurance. If Renter does not, or cannot, obtain rental insurance they will be responsible to pay up to \$3,500.00 for any damage including that caused to tires and landing gear due to excessive braking. Further, Renter may be held responsible for aircraft loss of use charges.

Company will reimburse Renter for aircraft fuel and engine oil purchased at airports other than the home airport at the prevailing rate paid for these items at the home airport. Renter must present original receipts in order to receive credit.

Renter indemnifies and holds harmless Company 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.

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



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: _____

Renter's Signature

Renter's Printed Name

Company Representative

Checklist

- ___ Renter's agreement completed and signed.
- ___ Copy of Pilot Certificate
- ___ Copy of U.S. citizenship (birth cert./passport)
- ___ Copy of Medical
- ___ Copy of U.S./International Driver's License
- ___ Copy of Last Page of Logbook
- ___ Instructor signoff on file