

SUNAIR AVIATION, INC.
AIRCRAFT RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, Sunair Aviation, Inc., hereinafter referred to as the "Operator," hereby leases to the "Renter" the designated aircraft hereinafter referred to as the "aircraft."

- A.
 - 1) Renter acknowledges and agrees that the aircraft is the property of the Operator.
 - 2) Renter acknowledges that he has inspected the aircraft and has found it to be in good mechanical condition and air worthy.
 - 3) Renter agrees to return the aircraft at the scheduled time, weather permitting.
 - 4) Renter agrees to properly secure the aircraft after each flight.
 - 5) Renter acknowledges that he will review the aircraft logbooks before the first flight of any rental period.

- B. Renter expressly acknowledges personal liability to pay operator on demand:
 - 1) Service and time charge computed at the applicable posted rates until said aircraft is returned to Sunair Aviation, Inc.
 - 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 the Operator at Leesburg International Airport.

- C. Renter agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will telephone the Operator collect for instructions upon encountering mechanical malfunctions.

- D. 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.

- E. Renter agrees to report any aircraft damage, accident, or incident to the Operator as soon as possible.

- F. Renter agrees that rented aircraft shall not be used or operated:
 - 1) For any illegal purposes
 - 2) In any race, speed test, or contest
 - 3) By any other person other than the Renter who signed the agreement.
 - 4) Outside the limits of the Continental United States.
 - 5) To carry passengers or property for compensation or hire.
 - 6) For any flight for which the Renter is not properly rated or certified.

- G. Renter agrees to reimburse the Operator in the event suit is instituted by the Operator to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney's fees incurred by the Operator in such suit or suits.

- H. Renter, by affixing his signature hereon, does agree to the following flight operations safety rules, emergency maintenance procedures, and insurance provisions.

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 operations at all times.
- **Currency-** Renter must possess evidence of a current biennial flight review (BFR), 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's recommended pre-takeoff, cruise and pre-landing checklists.
- **Weather-** Renter shall plan to operate the aircraft only when the present and forecast weather indicates VFR conditions local and en route (ceiling of at least 3,000 feet and visibility 5 miles or greater.) unless renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight.
- **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** of no less than 2,300 feet.
- **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 Sunair Aviation, Inc., we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown occurs while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from the Leesburg International Airport will apply should a breakdown occur.

- In the event of a breakdown, notify Sunair Aviation, Inc., of the problem immediately. If maintenance personnel are not available, leave your name, aircraft number and telephone where you can be contacted.
- Do not authorize repairs to be made to the aircraft without clearance from the Sunair Aviation, Inc., representative. Failure to do so could result in the Renter being responsible for a portion of the bill.
- Sunair Aviation, Inc., will not reimburse the Renter of any overtime charges, call-out fees, or any other after hour 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 fares, etc. will not be reimbursed.

- All repairs will be made by properly licensed facilities and personnel.
- Sunair Aviation, Inc., will reimburse for fuel purchased by the Renter at its approximate wholesale cost per gallon if a receipt provided. Please check with a Sunair Aviation, Inc. representative for the current reimbursement rate.

Notice of Insurance Coverage

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

- 1) AIRCRAFT PHYSICAL DAMAGE INSURANCE **IN FAVOR OF THE PILOT IS NOT MAINTAINED**. Renter expressly acknowledges that he is not an “insured” for any damage to the aircraft under any insurance contract or policy in the name of or for the benefit of the Operator and he is personally responsible for any and all damages to the aircraft that occur during the rental period.
- 2) Sunair Aviation, Inc. carries full coverage hull insurance on all of its rental aircraft as well as liability coverage to protect its own interests.

Renters are encouraged to consider purchasing an “Aircraft Renters Insurance Policy” from an independent insurance company to protect themselves in situations **where they may be found to be negligent or responsible for damages**.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Signed _____

Date _____

Witness _____

Date _____