

Cindtronix Aviation

Rental Agreement

A Cessna Pilot Center

Today's Date: _____

Personal Information

Name	
Address	
City	
State	
Zip	
Home Phone	
Work Phone	
Cell Phone	
Email Address	

Airman Information

Date of Birth	
Certificate Held	
Certificate Number	
Issue Date	
Ratings	
Limitations	
Medical Class	
Medical Issue Date	
Date of Last BFR	

Emergency Contact

Name	
Address	
City	
State	
Zip	
Phone	

Flight Experience

Total PIC	
PIC Last 90 Days	

Please provide the following:

- Driver's License
- Pilot's License
- Medical Certificate

Do you have Renter's Insurance: Yes No Have you ever had an accident, incident or a violation?*: Yes No
* If yes, please attach explanation to this agreement.

This AIRCRAFT RENTAL AGREEMENT (the "Agreement") is entered into as of the ___ day of _____, 20___, by and between C indtronix Aviation. ("CA ") and _____ ("Renter").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Renter's Status:** Renter acknowledges that he is not an agent, servant, nor employee of CA and shall not represent to any person, firm or entity of any sort or kind that he is such.
2. **Sole Pilot:** Renter shall be the sole pilot of the aircraft during the rental period. Renter shall not give flight instruction nor receive flight instruction other than from a flight instructor employed or authorized by CA.
3. **Certificate:** Renter holds a valid and current Federal Aviation Administration pilot and medical certificate, and has passed a Biennial Flight Review within the past twenty-four months.
4. **Aircraft Condition:** CA will provide the Renter with an aircraft in airworthy condition whose operation is in compliance with all applicable federal regulations. The Renter certifies that he has inspected each aircraft rented to him/her and certifies that the aircraft is in good mechanical condition and free of any obvious defects prior to flight. In the event Renter discovers that the aircraft is not in good mechanical condition or is not free of an obvious defect, he shall immediately report such condition to CA's dispatcher before flight and shall not fly such aircraft until it has been inspected by CA's authorized representative. RENTER HEREBY ACKNOWLEDGES THAT CA IS NOT THE MANUFACTURER OF THE AIRCRAFT, NOR THE MANUFACTURER'S AGENT, AND THAT CA MAKES NO WARRANTY OR REPRESENTATION, NEITHER EXPRESS NOR 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 MATERIALS IN THE AIRCRAFT.
5. **Preflight Inspection:** Renter shall personally conduct a preflight inspection as prescribed by the manufacturer of the aircraft, including checking the fuel from all sumps and determining that the fuel and oil on board the aircraft are sufficient for the purpose to which Renter intends to use the aircraft.
6. **Checklists:** The Renter shall use the aircraft manufacturer's recommended pre-takeoff, takeoff, cruise, pre-landing and landing checklist or a suitable checklist provided by CA.
7. **Fuel Reserve:** Renter certifies that he has conducted a thorough preflight analysis of the conditions effecting his flight, including, but not limited to, a calculation of the runway length required for takeoff and landing, the fuel burn expected and the duration of the fuel on board, and has received a weather briefing appropriate to his flight. The Renter further certifies that, as a result of his calculation, he has sufficient fuel on board to land with a minimum reserve of no less than one (1) hour of fuel remaining.
8. **Prohibited Operation:** The aircraft shall not be used (a) to carry persons or property for hire, or (b) in any race, test, contest or aerobatics other than spins for flight training, and then, only if accompanied by an CA authorized flight instructor, unless the Renter has been checked out for solo flight in an aircraft certified for aerobatic flight and has rented such an aerobatic aircraft. Further, the Renter shall not operate the aircraft if, within the preceding twenty-four (24) hours, he has ingested any alcohol, nonprescription drugs, tranquilizers, sleep-inducing drugs, or any medication the use of which has been determined by the Federal Aviation Administration to be prohibited prior to flight.

9. **Runway Limitation:** The Renter shall not operate in or out of any airport unless the active runway is at least three thousand (3000) feet in length and hard-paved, except as a precautionary or emergency measure.
10. **Special VFR Limitation:** The Renter shall not file for nor request a Special VFR clearance
11. **IFR Limitation:** The Renter shall not operate the aircraft in instrument meteorological conditions, including, but not limited to, taking off in instrument meteorological conditions or departing when the Renter's destination is reporting instrument meteorological conditions or forecasting instrument meteorological conditions within one hour before or after the Renter's estimated time of arrival, unless the Renter holds an instrument rating, has met all currency requirements associated with such rating, has been checked out by an authorized CA flight instructor for flight in instrument meteorological conditions and has received the prior approval of CA's chief pilot, or his designated representative, for the flight the Renter intends to make.
12. **Enplaning and Deplaning Passengers:** The Renter shall not enplane or deplane passengers while the engine(s) is running.
13. **Compliance with Law:** The Renter shall at all times operate the aircraft in compliance with all Federal, State and Municipal laws, ordinances and/or regulations which govern the use of the aircraft.
14. **Accidents/Incidents:** The Renter shall report any accident, mishap, incident, or physical damage to the aircraft to CA as soon as practicable, but, in any event, not more than twenty-four (24) hours after the occurrence.
15. **Damage to Aircraft:** At the termination of any period of time which Renter reserves an aircraft for rental, Renter shall return the aircraft to CA at the same airport from which the aircraft was rented, in the same condition as when the airplane was received by Renter, normal wear and tear excepted. Renter shall be liable to CA for any and all loss or damage sustained by the aircraft from the time Renter takes possession of the aircraft until the time the aircraft is returned to CA and properly tied down or placed in an aircraft hangar. Renter understands and acknowledges that each aircraft insurance policy has a "deductible" applied to the aircraft damage ("hull") insurance coverage. The deductible amount is not covered by insurance. Renter also understands that Renter is not an insured party under the aircraft hull policies. In addition, in the event that CA submits an insurance claim for recovery of damage to an aircraft rented by Renter, the insurance company may seek reimbursement from Renter under a subrogation clause in the insurance policy. CA does not require, but highly recommends that Renter obtain a non-owner aircraft liability insurance policy, sometimes referred to as a "renter's policy" to cover Renter's liability in these instances, and to cover Renter's liability to third parties in the event of an accident or incident.
16. **Emergency Repairs:** Emergency repairs shall be defined as repairs to the aircraft that, due to statute, regulations, mechanical failure or damage, should be made to the aircraft before further flight can safely be conducted. Should the aircraft require emergency repairs, Renter shall comply with the following procedure: (a) contact CA for instructions; (b) if no contact can be made and repair can be effected for two hundred dollars (\$200.00) or less. Renter may authorize and make payment for the repairs, for which the Renter shall be reimbursed by CA, except repairs to damage caused by an accident or incident during the rental period and when the aircraft was not in the possession or control of CA. Under no circumstances shall the aircraft be flown by the Renter without repair if to do so would violate any governmental statute or regulation or compromise the safety of the Renter, his passengers or the aircraft.
17. **Rental Policies and Procedures:** CA has established written rental policies and procedures regarding the rental and operation of its aircraft, which policies and procedures are incorporated herein by reference. The Renter acknowledges that he has received a copy of CA's Rental Policies and Procedures, and further, that he has read and understands them.
18. **Rental Scheduling:** CA aircraft are rented in duration of two-hour blocks. Scheduling is done on a first come, first serve basis. All scheduling must be done through CA's dispatcher or on-line through the myFBO system. All scheduling is done subject to an aircraft's prior need for maintenance and/or periodic inspection. If a scheduled aircraft becomes unavailable for any reason, CA reserves the right to make changes to your reservation in regards to aircraft. If the aircraft is changed, it will be in another aircraft of similar make and model if available.
19. **Disclaimer of Liability:** CA HEREBY DISCLAIMS, AND THE RENTER HEREBY RELEASES CA, FOR GOOD AND VALUABLE CONSIDERATION, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FROM 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 CA'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL CA 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 RELATING TO THE RENTING OF THE AIRCRAFT UNDER THE TERMS OF THIS AGREEMENT.
20. **Payment:** The Renter expressly agrees to pay CA promptly and in all instances on demand for:
 - (a) the hours, to the nearest present tenth, of usage indicated by the readings on the hour meter (Hobbs) during the term of the rental (or tach. time x 120% if the hour meter is inoperative), and any charges to fulfill the minimum guarantee as specified in CA's current rental rate sheet, the terms of which are incorporated herein by reference.
 - (b) Any charges for failure to appear for a scheduled appointment without having given notification of cancellation at least twenty four (24) hours in advance.
 - (c) Any expenses incurred by CA to return an aircraft to its home base due to the Renter's inability to do so.
 - (d) Any charges incurred by the Renter for landing, parking, tiedown fees or any and all other fees incurred at other airports.
 - (e) The value of any parts, accessories, instruments, and other items which are missing from the aircraft when it is returned to its home base, where such occurrence was due to the Renter's neglect to properly lock and secure the aircraft when left unoccupied during the rental period.
 - (f) In the event the Renter intends to rent an aircraft for a period in excess of four hours, the Renter agrees that, if requested by CA, he shall deposit with CA sufficient funds to pay for the anticipated rental cost to be incurred, and, if the Renter makes such deposit with a credit card, he expressly authorizes CA to charge that credit card account for all costs associated with the rental without the further approval of the Renter.

I warrant that the information, statements and representations contained herein are true. I understand that CA is relying on this information to rent the aircraft only to me and that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an accident. Further, I acknowledge that CA carries hull and liability insurance on its aircraft for its benefit and that CA's insurance carrier retains a right of subrogation against me in the event a claim is made on account of my negligence. CA encourages the Rental Pilot to secure his own insurance.

Signature _____ Date _____