

## FLORIDA AVIATION CAREER TRAINING

### AIRCRAFT RENTAL AGREEMENT

For good and valuable considerations paid to Florida Aviation Career Training, Inc. hereafter called "FACT", by: \_\_\_\_\_, hereinafter called "RENTER", it is agreed that FACT shall provide aircraft and other related equipment for personal use by renter.

WHEREAS FACT represents and warrants that the aircraft and other equipment provided to Renter has been maintained in accordance with all applicable Federal Aviation Regulations, and that all reasonable steps have been taken to insure that the equipment is in proper working order.

WHEREAS, Renter agrees that he/she alone is responsible for performing a thorough and adequate preflight inspection of the aircraft and other equipment covered by this agreement to ascertain that said aircraft and equipment is airworthy and in proper working condition.

Renter further agrees to abide by the following rules governing the use and operation of aircraft and other company equipment while in his/her possession.

1. Renter will be liable for loss of revenue to, or expense incurred by, FACT caused by renter's failure to return the aircraft to the agreed destination at the agreed time for any reason other than weather or mechanical difficulty requiring an unscheduled landing at another airport. If the airplane is abandoned away from the home base airport renter will be charged pilot's expenses plus flight time at dual rates to return the aircraft to home base. Any expense for additional aircraft needed to retrieve said aircraft will also be paid by renter.
2. Renter represents and warrants that he/she meets all applicable certification and currency requirements of the Federal Aviation Regulations for the use of the aircraft and equipment covered by this agreement. The parties agree that the renter is not and does not become an agent, servant or employee of FACT in any manner whatsoever.
3. Flight through or under thunderstorms is strictly prohibited, and flight in instrument meteorological conditions in areas where imbedded thunderstorms are reported is prohibited in aircraft not equipped with weather radar.
4. IFR takeoff minimums are the published circling minimums for the approach in use at the time of takeoff. When departing an airport without a published instrument approach procedure, the takeoff minimums are 800 feet ceiling and 1 mile visibility.
5. Aircraft shall not be used for any purpose other than that set forth in this agreement, and shall not be operated in violation of any federal, state or municipal laws.
6. Renter expressly acknowledges personal liability to pay FACT on demand for any damage or loss to the aircraft or its parts or equipment during the rental period due to renter negligence, also the amount of any parking, tie-downs or hangar charges or any other charges until the aircraft is returned to FACT. Fuel purchases are reimbursed as posted in FACT office.
7. FACT instructors may authorize CFI students to fly from the right seat. All other renters will fly from the left seat at all times, and will not allow anyone else to fly the aircraft.
8. All fees and charges applicable to this agreement are due and payable immediately upon return of the aircraft and equipment unless prior arrangements are made for other payment schedules.
9. Smoking is prohibited on the ramp within 50 feet of the aircraft and in the aircraft at all times on the ground or in the air.

10. Renter agrees that no aircraft rental will be given if their account has any balance past due. Balance past due will draw interest of one and one half percent per month.
11. Renter agrees that in the event suit is instituted by FACT to recover possession or to enforce any of the terms, covenants and conditions hereof or to collect any sum or sums of money, damages or cost, the renter agrees to pay all costs and reasonable attorney fees incurred by FACT in such suit or suits.
12. Renter further agrees to abide by the safety rules published in the FACT AIRCRAFT OPERATING RULES provided in the packet for each aircraft.
13. Minimum hours during all day and half day rental applies as stated on FACT rate sheet.

This agreement signed this \_\_\_\_\_ day of \_\_\_\_\_

RENTER \_\_\_\_\_

AIRCRAFT CHECKOUTS

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