

## **AIRCRAFT RENTAL AGREEMENT**

This Aircraft Rental Agreement ("Agreement") is entered into by the individual whose printed name is: \_\_\_\_\_ ("Pilot"), and whose address appears on the Pilot Information Form included herein, with Ramsey Aviation LLC, a Missouri corporation, 2903 Hwy B, Poplar Bluff, MO 63901. Each of Ramsey Aviation and Pilot are parties to this Agreement.

### **RECITALS:**

A. Ramsey Aviation operates an aviation maintenance/ airplane rental operation at Poplar Bluff Airport near Poplar Bluff, Mo and in conjunction therewith rents aircraft to pilots certificated by the Federal Aviation Administration ("FAA"). A rental includes rentals to student pilots in solo flight. (Any aircraft rented to Pilot by Ramsey Aviation is hereinafter called the "Aircraft").

B. Pilot intends to rent Aircraft from Ramsey Aviation from time to time.

C. Pilot is therefore willing and wishes to enter into this Agreement setting forth the terms and conditions which shall govern all Aircraft rental transactions which may take place between Ramsey Aviation and Pilot.

### **TERMS AND CONDITIONS:**

Therefore Pilot, intending to be legally bound, hereby promises and agrees with regard to rental of any Aircraft as follows:

1. Inspection. Pilot agrees that he will inspect the Aircraft prior to its use. If the Aircraft is not in good overall condition or has apparent defects, Pilot will immediately notify Ramsey Aviation and will not operate the Aircraft or continue the rental transaction.

Pilot further acknowledges and agrees that any Aircraft will be returned, together with all documents and accessories, in the same condition as when rented and at or before the ending time of the scheduled rental.

2. Charges. Pilot shall pay Ramsey Aviation for rental at the hourly rates for the Aircraft as posted by Ramsey Aviation from time to time:

(1) for the elapsed time on the Aircraft "Hobbs" meter measuring time of operation.

(2) all expenses incurred in conjunction with returning the Aircraft if for any reason left by Pilot at a location other than Poplar Bluff Airport; and

(3) upon demand, the amount of all loss or damage occurring while the Aircraft is rented to Pilot.

(4) if unable to keep instruction appointment you must give 24-hour notice. If notice is not given you will be charged \$40 cancellation fee.

(5) if unable to use airplane at reserved time you must give 24-hour notice. If notice is not given you will be charged \$20 cancellation fee.

(6) If student acquires a bill of \$500.00 or more student will be placed on a "no fly list" until arrangements for payment have been made.

(7) Refunds are made on a case by case basis as determined by the owners of Ramsey Aviation.

3. Operations. Pilot shall strictly follow these operating rules and procedures, that is, Pilot shall:

(1) not allow any other person to operate the Aircraft;

(2) comply with all FAA regulations and other applicable laws;

(3) not carry persons or property for hire;

(4) fly only when the reported weather is VFR, and in conditions as approved by Ramsey Aviation (instrument rated pilots approved by Ramsey Aviation for flight in instrument conditions may operate IFR);

(5) be on an FAA flight plan on flights to destinations more than 50 NM from Poplar Bluff Airport;

(6) land only at established, public airports, with hard surface of at least 3,000 feet;

(7) not perform any aerobatics, buzzing or other unsafe operations;

(8) not land the Aircraft in a crosswind greater than the Aircraft's maximum demonstrated crosswind component;

(9) not give flight instruction;

(10) not operate the Aircraft in formation flight;

(11) notify Ramsey Aviation by the most expeditious means if the Aircraft will not be returned on schedule;

(12) abide by Ramsey Aviation's Customer and Airport User Handbook, a copy of which has been read by Pilot;

(13) advise Ramsey Aviation of proposed cross-country flights and airports to be utilized.

### **TRANSIENT MAINTENANCE POLICY**

At Ramsey Aviation, we make every effort to keep our rental aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from Poplar Bluff Airport will apply should a breakdown occur.

In the event of a breakdown, notify Ramsey Aviation, of the problem immediately. If maintenance personnel are not available leave your name, aircraft number and telephone number where you can be contacted.

Do not authorize any repairs to be made to the aircraft without clearance from the Ramsey Aviation representative. Failure to do so could result in the Renter being responsible for a portion of the bill.

Ramsey Aviation will not reimburse the Renter for any overtime charges, call-out fees, or any other after hours 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 fare, etc. will not be reimbursed.

Ramsey Aviation will reimburse the Renter for fuel purchased at current fuel prices at Poplar Bluff Airport or at price paid, whichever is less provided that the Renter presents a fuel receipt from the place of purchase that shows the date, price, and number of gallons purchased.

All repairs and fueling will be made by properly licensed facilities and personnel.

Exceptions to these operating rules and procedures will be made only with the **written** approval of an Officer of

1. Security. Pilot shall carefully look after the Aircraft and its accessories. When parked the Aircraft shall be properly secured with tie downs, or in a hangar, and locked with Pilot retaining possession of the keys to the Aircraft at all times during the rental.
2. Indemnity, Waiver, and Release. Pilot agrees to indemnify and hold harmless Ramsey Aviation against all loss or damage occurring to Ramsey Aviation or third parties as a result of operation of the Aircraft by Pilot. Pilot understands there is a risk of injury in aircraft operations, and from participation in aviation activities. While FAA Regulations, Ramsey Aviation rules, and personal care and discipline may reduce the risk, the risk still exists and is accepted and assumed by Pilot; therefore Pilot knowingly and freely assumes all such risks, both known and unknown, and however arising. Pilot assumes liability for all medical costs, attorneys' fees and any and all other expenses and damages resulting from injury to Pilot and, if signing as a Parent or Legal Guardian, to the Pilot signing this Agreement.
3. Insurance. Ramsey Aviation provides limited coverage liability insurance (up to \$100,000) and **no** aircraft physical damage (hull) insurance for the benefit of Pilot.
4. Term.
  - (1) The term of any rental transaction shall commence as of the time scheduled by Pilot for the rental and shall continue until such time as the Aircraft is returned to, and secured at, Poplar Bluff Airport.
  - (2) This Agreement shall be effective as of the date set forth in the last paragraph hereof and shall continue in effect for a term of one (1) year. Thereafter it shall automatically be renewed from year to

year for renewal terms of one (1) year each unless and until terminated by one party giving the other thirty (30) days prior notice of termination.

5. Arbitration. As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, Pilot or Ramsey Aviation may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each consents to any disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The prevailing party may be awarded costs including reasonable attorney fees, and all other costs of the arbitration proceeding. In situations where a party asserts any claim, position or defense, which is not substantially justified by the law or facts, the arbitrator shall award to the opposing party that party's reasonable attorney fees incurred as a result of that party's defending any such claim, position or defense.

6. Notices. All notices from one party to the other shall be in writing and may be effectively given by postage prepaid U.S. mail to the other party's last known address.

7. Integration, This Agreement sets forth the entire understanding of the parties regarding the subject matter. Any modification, change or amendment shall be in writing signed by an officer of Ramsey Aviation.

**PILOT INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Home phone Business phone: \_\_\_\_\_

Occupation Employer: \_\_\_\_\_

Email: \_\_\_\_\_

Medical certificate class Date of issue: \_\_\_\_\_

Pilot certificate # Date of issue: \_\_\_\_\_

Flight Review expiration date: \_\_\_\_\_

Total time: \_\_\_\_\_ PIC: \_\_\_\_\_

Renter's (or Non-Owner) insurance coverage: Q Yes Q No

Agent: \_\_\_\_\_ Company: \_\_\_\_\_

**Check all applicable:**  STU  REC  PRI  COM  Instrument

CFI  SEL  MEL  ATP  GLI

Other pertinent information: \_\_\_\_\_

Two personal references:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

IN WITNESS WHEREOF, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this

Agreement, including the Recitals, the Terms and Conditions, and the Pilot Information Form, is signed by Pilot on behalf of himself or herself, and his or her spouse (if any), intending to be legally bound, in Poplar Bluff, Mo. Upon Pilot signing this Agreement Ramsey Aviation may investigate the creditworthiness and reputation of Pilot and, if approved, will thereafter acknowledge Pilot's signature by signing below. Flight Instructor rental authorizations below the signature lines are solely for Ramsey Aviation's administrative convenience. By signing this Agreement Pilot represents that the information provided in the Pilot Information form on is accurate and complete.

Pilot's Signature\* \_\_\_\_\_

Received and acknowledged by:

Ramsey Aviation LLC

By: \_\_\_\_\_

Authorized Signer

\*If Pilot is less than 18 years of age this Agreement must be signed below by a parent or legal guardian who, by signing, agrees and acknowledges this document in its entirety as applicable to Pilot and to him or her, and his or her spouse (if any).

Pilot's date of birth: \_\_\_\_\_

Signature of Parent or Legal Guardian:

\_\_\_\_\_