

AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 200__ by
and between Clear Day Aviation (“CDA”) whose address is 3441 North Aviation Drive, Burlington, NC 27215 and
 (“Pilot”) _____ whose address is _____
 (Street)
_____, _____, _____
 (City) (State) (Zip Code)

WITNESS THAT:

This Agreement provides information to all pilots renting aircraft from CDA and governs the rental of aircraft and provision of other services by CDA to Pilot.

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

I. Payment. Payment is due when services are rendered. CDA accepts cash, checks, Visa, MasterCard, American Express, Discover, Multiservice, Avfuel, and Avcard as payment for services rendered. Statements are sent on the 1st of the month and are due upon receipt. All past due accounts will incur a finance charge in the amount of 1.75% of the balance due per month (21 percent per annum). All checks returned for “Insufficient Funds” will incur a service charge in the amount of \$35.00 per check in addition to the cost of services rendered.

- a) **Unpaid Rental/No Show Fees/Other Balances.** The Pilot authorizes CDA to charge unpaid rental, no show fees, and other balances to the credit card listed in this agreement.
- b) **Past Due Account.** Pilot’s account must be paid current to maintain flying privileges with CDA. An account past due 90 days or more will result in collection action being taken. The Pilot is responsible for attorney fees, court fees, and all other costs arising from any collection action.
- c) **Credit Report.** CDA is a Credit Bureau Member and by signing this agreement, the Pilot consents to CDA securing a credit report on the Pilot, as required.

II. Insurance. Current information regarding our insurance may be obtained through any Staff member of CDA.

- a) **Aircraft.** In order to meet our insurance obligations, certain types of aircraft will require special check out procedures. Please check with the Flight Instructors/Staff for these requirements.
- b) **Damage.** The Pilot agrees to pay for any damage to the aircraft as a result of Pilot’s use of the aircraft. It is the Pilot’s sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment, which is being rented to the Pilot. Please ask CDA Staff for details regarding additional insurance coverage availability. **(STRONGLY RECOMMENDED)**
- c) **Deductible.** CDA’s insurance policy carries a \$2,500.00 deductible that the Pilot will be obligated to pay in the event of damage to an aircraft. The Pilot may be responsible for any liability to other persons, and any costs, damages, losses, including loss of use and attorney fees arising in connection with use of an aircraft.

III. Hold Harmless. The Pilot hereby agrees to indemnify and hold CDA harmless against any liabilities, claims or damages which result from/or are in connection with Pilot’s rental of an aircraft pursuant to this agreement; and the

Pilot also agrees to be responsible for the payment of any damages caused to Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot's possession and use.

IV. Flight Procedures/Handling of Aircraft

a) Federal Aviation Regulations (FARs). It is the Pilot's sole responsibility to comply with all Federal Aviation Regulations at all times.

b) Handling of Aircraft. With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures. Any damage, unairworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to CDA immediately **PRIOR TO FLIGHT**. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. With respect to post-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating post-flight procedures. Any damage found, must be reported to CDA immediately and prior to leaving CDA's premises. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to CDA will result in termination of flying privileges with CDA and collection action being taken against the Pilot for the cost of repairs.

c) Aircraft Flight Time. The Pilot is responsible for checking the current HOBBS/TACH time, *to the highest tenth*, on the aircraft dispatch. HOBBS/TACH differences found prior to starting the aircraft must be immediately reported to CDA Staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, *to the highest tenth*, the ending HOBBS/TACH time after shutting down the aircraft.

d) Master/Avionics Switches. It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. If it becomes necessary to recharge or jump start an aircraft because of failure to comply with this rule, the pilot may be charged a fee equal to 1 hour of shop labor which is currently \$61.00.

e) Securing of Aircraft. It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by CDA (tie-down ropes, gust locks, throttle locks, etc.). The Pilot may be charged a tie-down fee of \$10.00 for failure to comply with this rule.

f) Cleanliness. It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged a cleaning fee of \$15.00 for failure to comply with this rule.

g) Food/Drinks/Smoking in Aircraft. Food, drinks and/or smoking in the aircraft are strictly PROHIBITED. The Pilot may be charged a cleaning fee of \$15.00 for failure to comply with this rule. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.

h) Flight Plan. CDA recommends that prior to any flight beyond 50 nautical miles, the Pilot should file a flight plan with FSS. (CDA provides various flight planning forms)

i) Weight & Balance. CDA recommends that prior to all flights, the Pilot should calculate the weight & balance of the aircraft. (CDA provides various weight & balance forms)

j) Fees at Other Airports. The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred enroute or at the Pilot's flight destination at the time they are incurred. If not settled at that time, the Pilot will be charged a processing fee \$25.00 for failure to comply with this rule.

k) Unpaved Airport Landings. Other than with prior permission, or while in training with a CDA Certified Flight Instructor, the Pilot is **NOT ALLOWED** to conduct any "unpaved airport landings". "Unpaved Airport Landings" include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.

l) Flight Currency with CDA. It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, CDA requires flight in each type aircraft within the past 60 days. Once a Pilot's CDA currency expires, the Pilot may be required to have a flight currency checkout with a CDA Certified Flight Instructor.

m) Pilot License & Medical Certificate. CDA requires the Pilot to maintain a copy of Pilot's current Pilot License and Medical Certificate on file with CDA. CDA also requires a copy of the Pilot's valid driver's license for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or Valid Passport ONLY) be **PROVIDED PRIOR TO ANY TRAINING** which might result in a Certificate and/or additional rating.

n) Night Flights. It is the Pilot's sole responsibility to comply with all FARs concerning night currency.

o) Overnight Rental. The Pilot understands that all aircraft require a minimum of 3 hours charge per day for overnight rental. **VFR Pilot rental flights are limited to 200 nm, one way, unless prior approval is received from a CDA staff member.**

p) Operations. The Pilot will only rent aircraft in which Pilot has received a checkout and for which the Pilot's records with CDA indicate such checkout. Pilots are encouraged to inspect their CDA records periodically. The Pilot will not conduct commercial operations including flight training in a CDA aircraft. Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat **ONLY**, unless approved to fly right seat by a CDA Certified Flight Instructor. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is strictly **PROHIBITED**. Student Pilots in the solo phase of instruction must have a current sign off from their instructor and observe all weather and wind limitations in the sign off. The Pilot will make all landings to a **FULL STOP**. Touch & Go landings are strictly **PROHIBITED**.

q) Flight Instruction. **ONLY CDA Flight Instructors** are authorized to provide flight instruction in CDA aircraft. The Pilot must provide 24 hours notice of cancellation of a rental flight and/or flight lesson. The Pilot may be charged a minimum no show fee of one hour of rental and/or instruction time for failure to comply with this rule. CDA will use its best effort to accommodate extraordinary or emergency circumstances.

r) Flight Instruction Time. Determination of Instruction time given is the sole discretion of the CDA Instructor. Instruction time begins at the scheduled time for the flight lesson unless prior arrangements have been made with the instructor.

s) Aircraft Rental/Keys. CDA reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for Pilot's scheduled time. The Pilot must provide 24 hours notice of cancellation of a scheduled rental time. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact CDA rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is returned with the aircraft dispatch before leaving the premises. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.

t) Aircraft Malfunctions. If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or unairworthy for either continued flight or the planned operation (night, IFR, etc.), it will be the responsibility of CDA to provide an aircraft and pilot to return the Pilot and/or passengers to the Burlington /Alamance Regional (BUY) airport. CDA will not be responsible for incidental travel or other expenses incurred by the Pilot. The Pilot will be responsible for charges incurred prior to the malfunction.

u) Adverse Weather. It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the Burlington/Alamance Regional (BUY) airport, it is the Pilot's responsibility to remain with the aircraft until it is safe to return. CDA is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, CDA will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by CDA in returning the aircraft to the Burlington/Alamance Regional (BUY) airport, in addition to the rental charges for the aircraft.

v) Off-site Fuel Purchases. CDA aircraft rent "wet". This means that all tanks are topped prior to departure. Fuel supplied by CDA is at CDA's wholesale purchase price. Therefore, if Pilot requires additional fuel at another airport, CDA will reimburse Pilot by credit against Pilot's charges at the rate of **\$1.95** per gallon.

V. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to CDA Staff. All squawks must be immediately reported and noted on the aircraft squawk sheet located on the aircraft dispatch. Any maintenance related action required away from home base requires

prior authorization from CDA management. Telephone numbers are located in the aircraft binder (336-227-1278 or 336-263-1090).

VI. Emergencies. Pilot agrees to report all accidents, both major and minor immediately along with any names and addresses of witnesses and involved parties. Pilot will not allow the aircraft to be moved unless expressly authorized to do so by CDA or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities, and CDA, in accordance with NTSB requirements.

VII. Governing Law. This agreement shall be construed and enforced under the laws of the State of North Carolina.

VIII. Entire Agreement. This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.

IX. Amendment. This Agreement may be amended by CDA as required.

X. Certification. Pilot certifies that all information supplied to CDA is true and correct.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

CLEAR DAY AVIATION, INC.

By: _____
(CDA Representative)

Pilot: _____
(Printed Name)

(Pilot Signature)

Required Pilot Information (please complete ALL lines)

SSN _____

Telephone No (Work) _____

Telephone No (Home) _____

Pilot Certificate No _____

Date of Birth _____

Medical Date _____

Medical Class _____

Last Flight Review _____

One-Time Checkout _____

Credit Card No _____

Type _____ Expires _____

Emergency Contact _____ Telephone No _____
(Name)

Relationship _____

Copy Received: Pilot Certificate _____
(Date)

Medical Certificate _____
(Date)

Driver's License _____
(Date)

Proof of Citizenship _____
(Date)