

**Emprise Air, LLC****AIRCRAFT RENTAL AGREEMENT**

This agreement, freely entered into between Emprise Air, LLC, hereinafter referred to as the "Operator," and by the undersigned, hereinafter known as the "Renter", for the purpose of leasing the Operator's DA40 XLS Aircraft (registration number N294DS) hereinafter referred to as the "Aircraft," contains the following terms:

- 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 airworthy.
- (3) Renter agrees to return the Aircraft at the scheduled time, weather permitting.
- (4) Renter agrees to properly secure the Aircraft after each flight.
- B. Renter expressly acknowledges personal liability to pay Operator on demand:
- (1) Service and time charges computed at the applicable posted rates until the Aircraft is returned to the Operator.
- (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.
- C. Renter agrees not to tamper with or attempt to repair any parts of the Aircraft or its accessories. The Renter will contact the Operator for instructions upon encountering any mechanical malfunctions.
- D. If the Renter abandons the Aircraft away from the home base airport, the Renter will be charged for all related expenses the Operator incurs to return the Aircraft to home base.
- E. Renter agrees to report any Aircraft damage, accident or incident to the Operator and the proper authorities 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 person other than the Renter who signed the agreement.
- (4) Outside the limits of the 48 contiguous 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 a 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 follow the following flight operations safety rules, emergency maintenance procedures and insurance provisions, etc.

### **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 operation at all times.
- \* **Currency** – Renter must possess evidence of a current Flight Review, medical certificate, and Aircraft checkout by an instructor designated by the Operator.
- \* **Preflight** – Renter will personally conduct a preflight inspection of the Aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's recommended pre-takeoff, cruise and pre-landing checklists.
- \* **Weather** – Renter shall plan to operate the Aircraft only when the current and forecasted 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, and is current for IFR. The Aircraft will not be operated with crosswinds exceeding 20 knots or with any surface winds exceeding 35 knots.
- \* **Take-off and landing area** – No take-off or landing shall be made on any surface other than the runways of an airport designed, constructed, maintained, and used as an airport with paved runways of no less than 3,000 feet in length. Absolutely no off-airport (grass, dirt, or gravel strip, etc.) take-offs or landings are allowed.
- \* **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, etc. The Renter will utilize the "I'M SAFE" concept while flying.
- \* **Regulations** - The Renter will comply with all local, state and federal regulations.

## SCHEDULING POLICY

The Renter shall utilize to the maximum extent possible, the Operator-provided means of scheduling and coordinating the use of the Aircraft, including the following:

- \* The Operator will set up an account on [www.goboko.com](http://www.goboko.com) for the Renter for the purposes of scheduling the Aircraft.
- \* The Renter will always schedule the Aircraft for use on the provided website in order for the Operator and all other renters to have visibility of when the Aircraft is being used or freely available.
- \* The Renter will not take use of the Aircraft before or after the scheduled time, unless circumstances out of the Renter's control dictate, such as weather or maintenance delays. If delays do occur, the Renter will make every attempt to update the online schedule as soon as practical.
- \* If the Renter knows that a delay will affect other renters, then the Renter will notify the Operator or the other renter for coordination.

## BILLING POLICY

The Operator leases the Aircraft to the Renter on an hourly basis tracked by the Hobbs meter installed in the center console of the Aircraft. The Renter shall utilize the log sheet, located in a binder in the Aircraft, for logging the Hobbs meter time before and after each flight.

- \* If, before the Renter takes the Aircraft, there is a discrepancy between the log sheet and the Hobbs meter, the Renter will take note of the discrepancy and notify the Operator. The Renter should also take a photo of the Hobbs meter before taking the Aircraft as proof of the discrepancy.
- \* The Operator will collect the log sheets from the Aircraft at the end of each calendar month and bill each Renter accordingly. The Renter will be billed using the following rates:
  - Standard rate: \$145/hr dry, Hobbs
  - Block rates:
    - Basic Block – 10 hours, \$1400 (\$140/hr)
    - Mid Block – 15 hours, \$2025 (\$135/hr)
    - Big Block – 20 hours, \$2600+ (\$130/hr)
    - Grande Block – 25 hours, \$3125 (\$125/hr)
    - Time-builders Superblock – 50 hours, \$5750+ (\$115/hr)
    - Blocks expire after 60 days from purchase; no refunds.
    - Blocks must be purchased in advance directly from the Operator for reduced rates to apply.
- \* The Operator will email out invoices once per month to each Renter via PayPal. However, a Renter may elect to pay by other means as long as it is coordinated with the Operator beforehand. If renter chooses to pay invoice via credit card, fees may apply (typically 3%, and up to 4.5% for foreign transactions) and will be added to the bill. Fees can be avoided by paying via cash or personal check.

## FUEL POLICY

The fuel policy is simple and by the honor system. The Aircraft is leased to the Renter as a "dry" rental, meaning fuel levels are maintained by the Renters and not the Operator. Each Renter shall refill the Aircraft after each flight to a total fuel level of 30 gallons (15 gallons in each tank).

- \* If, prior to the flight, the Renter notices that the fuel is not at 30 gallons total, the Renter should take a picture of the left and right fuel gages as evidence. The Renter should then notify the Operator and the Operator will deal with the previous Renter. In any case, the Renter shall still leave the Aircraft with 30 gallons total after his/her flight.
- \* If an occasion demands a lower amount of fuel for proper weight & balance, etc., the Renter may coordinate with the Operator or other Renter's prior to his/her flight in order to have the Aircraft at the proper fuel level and weight required for the planned flight.
- \* In no case shall the Operator pay for or reimburse a Renter for fuel expenses.

## MAINTENANCE POLICY HOME STATION & TRANSIENT LOCATIONS

At Emprise Air, LLC we make every effort to keep our Aircraft in excellent mechanical condition. However, an occasional breakdown may occur at the home station or while away on a cross-country. The following policies regarding the level of reimbursement for repairs while the Aircraft is away from the North Las Vegas Airport (KVGTT) will apply should a breakdown occur:

- \* In the event of a breakdown, notify the Operator of the problem immediately. If we are not available leave your name and telephone number where you can be contacted.
- \* Do not authorize any repairs to be made to the Aircraft without clearance from the Operator. Failure to do so could result in the Renter being responsible for all or a portion of the bill.
- \* If the Operator has authorized any repairs to be made to the Aircraft, and the Renter pays for that repair, then the Renter will be fully reimbursed by the Operator for all pre-authorized maintenance costs incurred.
- \* 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.
- \* All repairs and fueling will be made by properly licensed facilities and personnel.

## CARE OF THE AIRCRAFT

The Renter shall ensure the Aircraft interior is clean and uncluttered following each flight. The Renter shall ensure that the control lock, stall hole cover, pitot cover, engine plugs and canopy cover are properly installed after each flight, no matter if the Aircraft is away from home station or not. The Operator reserves the right to ask the Renter, if necessary, to clean the interior of the Aircraft if left dirty and/or cluttered with trash. The Operator may also ask the Renter to pay for damages or cleaning of the interior of the Aircraft if it is shown that the Renter was responsible for such conditions.

## NOTICE OF AIRCRAFT INSURANCE COVERAGE

The Operator hereby provides notice to the Renter that:

- 1) The Operator maintains the Aircraft under a policy of insurance providing liability coverage in the following amount:
  - \$1,000,000.00 Single Limit Bodily Injury and Property Damage, with
  - Passenger Liability limited to \$100,000 each passenger, each occurrence
- 2) 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 that the Renter is personally responsible for any and all damages to the Aircraft that occur during the rental period.

### Non-owned Aircraft Renter's Insurance Requirement:

- Renters are required to purchase a “Non-Owned Aircraft Renters Insurance Policy” from an independent insurance company to protect themselves in situations where they may be found to be responsible or negligent for damages. The minimum coverage should include:
  - Aircraft/Hull Damage coverage of at least \$20,000
- If the Renter is found to have damaged the Aircraft for any reason, including poor airmanship, mistake, misuse or negligence, then the Operator can and will utilize the Renter's non-owned Aircraft renter's insurance policy for reimbursement to the Operator of the Aircraft's insurance deductible and loss of use of the Aircraft while repairs are being made.
- If Renter's policy fails to cover certain damages caused by the Renter, the Operator may require the Renter pay out of pocket for repairs.

**NOTE FOR STUDENTS AND FLIGHT INSTRUCTORS**

*STUDENTS: A pilot is considered a Student Renter during their initial Aircraft checkout or while taking instruction, and is required to sign and submit this agreement to the Operator before commencing flying. However, Students are not the responsible Pilot in Command (PIC) until such time they have been fully checked out for solo/PIC flight by an approved Emprise Air instructor and the Operator. The instructor is the acting PIC.*

*FULL CHECKOUT REQUIREMENTS: A person or pilot may not operate the Aircraft solo/PIC until they have received a full checkout by an approved Emprise Air Flight Instructor. This checkout includes, but is not limited to, the following:*

- *5 hours minimum in any DA40 Aircraft (previous DA40 time counts)*
- *Some amount of ground and flight instruction, depending on the student’s experience, with an approved Emprise Air Flight Instructor on rental terms found in this agreement, and covering the basic operation of the DA40 and G1000 avionics.*
- *All FAA rules still apply for anyone acting as PIC. A Flight Review is an excellent framework for an Emprise Air checkout.*
- *Verification of student’s identification, pilot and medical records, TSA pilot training requirements, etc.*
- *Operator has received a signed Aircraft Rental Agreement from the student.*

*INSTRUCTORS: Approved Emprise Air Flight Instructors are considered “Renters” in this agreement, and therefore all terms apply, excepting that the instructor, while performing the duties of instructor (acting as Pilot in Command) with a student on board, is not liable for the rental cost of the Aircraft. The rental cost is the student’s responsibility and will be coordinated with the Operator beforehand. Only the Operator, not an Instructor, can make any arrangement for rental costs, etc. to the Renter.*

**Emprise Air, LLC**

**AIRCRAFT RENTAL AGREEMENT**

**I HAVE READ AND I UNDERSTAND ALL OF THE ABOVE CONVENANTS, RESTRICTIONS AND REQUIREMENTS OF THE RENTAL AGREEMENT.**

**I ACKNOWLEDGE I HAVE RECEIVED A COPY OF THIS AGREEMENT.**

**RENTER:** \_\_\_\_\_  
*(print full name)*

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
*(signature)*