



**Aircraft Rental Agreement
General Terms and Conditions**

The following General Terms and Conditions are deemed a part of the Agreement between Hemet Flight Center LLC, (the FBO) and the Renter, as designated on the Aircraft Rental Agreement.

1. Renter is "current" as defined in Federal Aviation Regulations part 61 for the type of flight to be undertaken. At the option of the FBO, Renter shall not commence a flight in an aircraft owned or operated by Hemet Flight Center LLC., unless Renter has flown at least one hour within the preceding 90 days in the make/model of aircraft (30 days for students). Otherwise, a checkout with an instructor approved by Hemet Flight Center LLC. is required.
2. Renter shall pilot the aircraft from the command seat (left side), unless a right seat checkout has been accomplished with an approved Hemet Flight Center LLC instructor, and will be responsible for the aircraft at all times.
3. Renter acknowledges familiarity with the aircraft and its subsystems and will possess a POH for the aircraft being flown.
4. Renter will personally conduct a pre-flight inspection of the aircraft as prescribed by the manufacturer and shall use the manufacturer's recommended preflight, pre-takeoff, cruise, and pre-landing checklists. Any discrepancies should be brought to the attention of the FBO before flight.
5. Renter will not, under any circumstances, hand prop the aircraft.
6. The aircraft will be returned to the FBO at the estimated time indicated on the schedule. In the event of delay, Renter shall promptly advise the FBO.
7. Renter shall pay for use of the aircraft at the current rates charged by the FBO. Renter agrees with the FBO's method of measuring aircraft usage (Hobbs Meter).
8. Minimum rental: 0.5 hr. rental for C150's, C172's, Warriors; 1.0 hr. rental for Arrow, 3.0 hrs. per day minimum charge for all days (a day being 8 hours or more).
9. The aircraft will be returned by the Renter in the same condition as Renter receives it, subject to ordinary wear and tear.
10. Renter will comply with all applicable Federal, State and Local laws, regulations, and ordinances governing possession and use of aircraft. Further, Renter agrees to not operate the aircraft in any manner as to expose any person or property in the air or on the ground to hazard.
11. Renter will properly secure aircraft when not in use. All parking, tie down, and hangar rental fees, landing or pre-heat fees at other airports will be at the Renter's expense.

Intl. _____

HEMET FLIGHT CENTER

Renter is responsible at all times for fuel and oil quantities in the aircraft. If Renter purchases oil at any other location, FBO will deduct this expense from Renter's rental fees (with proper receipts). If Renter purchases fuel at any other location, the current fuel cost to Hemet-Flight Center LLC, at Hemet-Ryan Airport or the actual cost (whichever is less) will be deducted from Renter's rental fees (with proper receipts).

12. Renter agrees that said aircraft shall not be used or operated (a) beyond gliding distance of any shoreline for single engine aircraft (unless equipped as required by any FAA, Federal Government, State and Local regulation and approved by Hemet-Ryan Flight Center LLC). (b) in any race, speed test or contest (c) for transportation of persons or property for hire (d) to tow an object (e) for any illegal purpose (f) by any person other than Renter who signed the Agreement (g) outside the United States.

13. Renter will obtain weather reports and forecasts immediately before making a flight out of the local area, and will not fly if enroute conditions are forecast to be below minimums of the aircraft or pilots' certificates and ratings.

14. Renter will file a FAA flight plan for all cross country flights (leaving a copy for the FBO) and will make proper radio position reports to FAA Airways Facilities enroute.

15. Renter will land only at established paved airports measuring 3000 feet or longer. **No sod operations are allowed.**

16. Renter shall not operate the aircraft within 12 hours after use of intoxicating liquor, tranquilizers or sleep inducing drugs or within 12 hours of the residual effects of any such substances.

17. Renter shall be responsible for property damage sustained to the aircraft. Renter will promptly notify the FBO of any incident or accident involving the aircraft and shall cooperate with the FBO in the resolution of any claims arising out of such damage. Renter will be responsible for the deductible or any loss or damage to the aircraft, its parts or equipment during the rental period, or show proof of insurance, which will cover the costs of said loss. Renter will be responsible for all damages occurring from negligence on the part of the Renter. This includes, but is not limited to, running out of fuel or flying into weather conditions beyond the Renter's or the aircraft's legal capability. In the event of an accident, Renter will not permit the aircraft to be moved unless expressly authorized to do so by the FBO or Federal authorities and will do all Renter can to protect the aircraft and its equipment from further loss.

18. Renter shall indemnify and hold the FBO harmless from all liabilities for personal injuries (including death) and property damage arising out of or during Renter's possession and use of the aircraft. Renter shall also hold the FBO harmless for any parking or operation citations issued by governmental authorities on account of Renter's possession and use of aircraft.

19. If the aircraft is abandoned away from the home base airport, Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.

Intl. _____

HEMET FLIGHT CENTER

20. Renter agrees not to tamper with, molest or attempt to repair any part of the aircraft, or its accessories but will telephone the FBO for instructions.

21. Renter shall reserve aircraft for a period beginning not more than 15 minutes before and ending not more than 15 minutes after proposed flight. Otherwise, at the discretion of the FBO, total reserved time, less 30 minutes, could be charged for aircraft use.

22. Renter agrees to pay 1-hour ground time if Renter does not cancel a minimum of 2 hours prior to a flight lesson or checkout.

23. If Renter does not cancel a minimum of 2 hours prior to a scheduled aircraft flight rental reservation, Renter could be billed one-half the rental fee for the aircraft for the time reserved or \$10.00 per hour at the discretion of the FBO.

24. There is to be no smoking in or around any aircraft. Also, no food or drink is allowed in an aircraft. This applies to your passengers as well. Please clean up after yourself – do not leave paper towels, papers, any trash, etc. on the floor, on or under the seats, or in the seat pouch. Leaving the aircraft neat will be appreciated by the Renter after you! (Renter is responsible for the clean up of any bodily fluids expelled in the aircraft, by renter or their passengers, failure to completely remove these items and properly clean the aircraft will result in renter being charged additional fees for cleaning and removal of these.)

25. All aircraft rental fees and/or Instructor's fees are payable at time of service.

26. Renter agrees that in the event suit is instituted by the FBO to recover possession or to enforce any of the terms, covenants, or conditions hereof, or to collect any sum or sums of money, damages or costs, the Renter agrees to pay all costs and reasonable attorney fees incurred by the FBO in such suit or suits

27. Hemet-Ryan Flight Center LLC will offer discounted "Block Rental" rates to any pilots wishing to open an account with Hemet-Ryan Flight Center LLC. The discount will be five dollars (\$5.00) per hour lower than the published hourly rate for the aircraft. To qualify for "Block Rates" renter must deposit a minimum of Three Hundred Dollars (\$300.00) into their account, and maintain an average monthly balance of One Hundred Dollars (\$100.00).

28. Renter further agrees to adhere to any weather minimums published and posted by Hemet-Ryan Flight Center LLC, as they pertain to each renter's certificates, ratings and flight experience.

29. Renter agrees to adhere to all insurance requirements to operate each make and model aircraft offered for rent by Hemet-Ryan Flight Center LLC, and will not operate any aircraft for which renter does not meet the requirements as posted by Hemet-Ryan Flight Center LLC.

30. Renter also agrees to adhere to any noise abatement procedure as posted by any Federal Government, State Government, Local Government, or controlling authority and/or established by Hemet-Ryan Flight Center LLC.

Intl. _____

HEMET FLIGHT CENTER

31. I, _____ (please print) do hereby consent and agree to abide and be bound by the rules and policies of Hemet Flight Center LLC to operate Hemet Flight Center LLC aircraft in accordance with Hemet Flight Center LLC rules and policies, State and Federal Law, aircraft manufacturer operating limitations, and Federal Aviation Regulations, and to fly only the aircraft for which I am properly checked out and which I am current. I fully understand that I, the pilot member may be held responsible for any and all damages caused to the aircraft through violation of Hemet Flight Center LLC rules and polices Federal Aviation Regulations, negligence, or careless or reckless operation of the aircraft. I also agree to hold Hemet Flight Center LLC harmless of, from and against any and all loss, damages, attorney's fees, cost, and/or liability in connection with the foregoing contract. I have been made aware of the \$3000.00 (Three Thousand) dollar insurance deductible and I fully understand that it is my sole responsibility to cover this cost.

Renters Signature _____ Date _____

Renters Printed Name _____

Intl. _____