

# AeroDynamic Aviation

## Renter's Agreement

PLEASE read this document carefully before you sign it. Ignorance of its contents will not be an acceptable excuse. These rules may change without prior notice. Changes will be posted conspicuously in the office.

### General Operations

- Minimum 3 hour check-out required for all new renters, unless waived by the Chief or Assistant Chief Pilot.
- Pilots may be required to check out with an instructor at any time at the discretion of the Chief Pilot.
- Aircraft must be returned at the agreed time, weather permitting, and in the same condition as inspected at preflight.
- All Federal, State and Local Air Safety regulations and all manufacturer's operating procedures and limitations will be observed.
- Weather reports and forecasts will be obtained from Flight Service before going on cross-country flights; a flight plan will be filed with AeroDynamic Aviation and the FAA for all flights of 50 nautical miles or more; crosswind conditions will be checked before each solo flight and shall not exceed POH limits.
- Any flights outside the 48 contiguous United States require written permission from the manager of AeroDynamic Aviation. **Flights into Mexico are absolutely forbidden.**
- No one else is to fly the aircraft, with the exception of AeroDynamic Aviation approved pilots.
- The renter will fly only those aircraft for which he/she has been checked out by an AeroDynamic Aviation instructor, and received the appropriate notation in a training log.
- All flights are to be logged in the aircraft flight log with renter's name, date, and hobbs time (or clock time if appropriate).
- Renter will not engage in reckless flying as judged by commonly accepted principles.
- Flights over water beyond engine-out gliding distance are absolutely forbidden.
- Renter will fly only from the seat(s) of the aircraft for which he/she is checked out unless there is a CFI on board.
- Renter will plan all flights to allow for adequate climb, cruise, and descents consistent with careful and considerate operation of the aircraft, in particular preventing shock cooling of the engine due to rapid power reduction.
- Renter will plan all segments of flight to terminate with at least the FAA minimum fuel requirements.
- Renter will land only at established airports that have an adequate runway for the type of aircraft flown, except as a precautionary or emergency measure, when reasonably necessary.
- Mountain checkout required for all airports above 1500' elevation.
- High-elevation checkout required for airports above 4000' elevation.
- Off-taxiway operations are prohibited for any reason except aircraft parking. Operations on gravel or dirt are to be undertaken with the utmost care. Renter will be accountable for the cost of damage caused by such operations (propeller dings, paint, etc).
- It is the renter's responsibility to obtain permission before conducting operations at private or restricted-use airports.
- Overnight flights require prior approval from an ADA manager. Renter will leave an itinerary and contact phone numbers with the office prior to departure.
- Overnight flight rental minimums are 2 hours hobbs time for weekdays and 3 hours hobbs time for weekend days. (Weekend days are Friday-Sunday).
- Credit for fuel or oil purchased outside AeroDynamic Aviation will be issued upon submittal of the original fuel receipt which must show the date and aircraft's N number, and only up to the per-gallon price charged by ADA.
- Renter is responsible for all fees or other charges from any third parties (e.g. landing or tiedown fees)
- Prices are subject to change. Current rates are posted in the office.

- AeroDynamic Aviation reserves the right to refuse rental and instruction services to anyone for any reason including non-payment on block accounts.

### **Preflight and Starting Operations**

- The renter will inspect and make a ground check of the aircraft, its equipment and accessories before takeoff *using the provided checklist or the checklist in the aircraft manual*. Renter will not take the aircraft until he/she is satisfied as to its airworthiness and proper functioning of equipment and accessories. If checklists are missing they are available in the office or on our Web site.
- If the renter finds something wrong with the aircraft, or there is a Hobbs meter mismatch, it must be reported to ADA prior to departure or renter may be held accountable for the costs.
- During aircraft start, renter will ensure that the aircraft does not cause any hazard to any objects or other aircraft parked on the ramp due to prop wash.
- Taxiing through parking rows is prohibited.
- Renter will taxi at a slow or moderate speed appropriate to conditions at all times.

### **Returning Aircraft**

- Renter will shut the airplane down, after switching off all electrical systems, on the center of the taxiway and then push the aircraft into its parking place.
- Renter will return the aircraft clean, secure the seat belts/control locks, turn off master switch and magneto switches, chock the wheels and tie down the aircraft securely in an approved parking spot.
- A charge may apply for not properly securing the aircraft or leaving trash in the aircraft.
- There will be a \$50.00 charge for leaving master or magneto switches on.

### **Taildragger-specific items**

- Minimum 10 hours dual check out in taildraggers for pilots with no previous taildragger experience.
- If not 30 days current in tail draggers, checkout with an approved instructor required.
- Checkout is required for hand propping.
- No hand propping allowed unless: both wings tied, tail tied, two-inch chocks under both wheels.
- Wheel landings in taildraggers at renters own risk. Prop strikes cost a minimum of \$15,000.**

### **Aerobatics**

- Checkout required for Aerobatics. This may consist of the aerobatic course, or equivalent checkout by an approved instructor.
- Aerobatic currency: Renter will log at least one hour of aerobatic flight within the previous 90 days in addition to taildragger currency.
- Recurrency ride may be required every 2 years at discretion of chief pilot.
- Attendance at a parachute safety seminar is strongly encouraged.

### **Student Pilot Operations**

- Student pilots must comply with all restrictions imposed by their instructor.
- No student solo cross country flights permitted if any of the following marginal VFR conditions exist: Ceiling less than 5000', visibility less than 5 miles, surface wind over 15 kts.
- Students will get instructor approval before all solo flights and solo cross-country flights, with specific reference to winds and weather conditions.
- No solo practice of emergencies, wheel landings, short-field or soft-field landings for student pilots.
- Students will practice all air work above 3000' AGL. Exception: Ground reference maneuvers will be done at a minimum of 1000' AGL unless over an active airport runway.
- Dual and solo cross-country flights and night flights that leave the RHV area must have a flight plan filed with the Flight Service Station. RHV will be used as the aircraft base and (408) 251-4939 will be the phone number on the flight plan.
- Student solo flights are prohibited between sunset and sunrise.

**In case of accident or incident**

- Renter will immediately report any incident or accident to AeroDynamic Aviation. Renter will obtain any available information of witnesses and involved parties. Renter will not move the aircraft until authorized to do so by AeroDynamic Aviation unless requested by law enforcement.
- If a maintenance problem arises that requires a precautionary landing or was discovered while at another airport, call AeroDynamic Aviation at 408-251-4939 or 408-205-9769 or 408-891-4041 or 408-239-0561 immediately for assistance.
- If damage occurs to the rented aircraft, renter will be liable for the first US \$10,000.00 in damages, unless caused by renter's negligence or by breaking the terms of this Agreement. AeroDynamic Aviation is not responsible for any retrieval cost incurred. Renter is responsible for maintaining renter's insurance in the amount of at least \$10,000 hull coverage.
- Renter will pay for damages within 30 days of the damage occurrence.
- Renter will be responsible for the rented airplane's security and safety while it is in renter's possession. Any damage, loss, or theft will be renter's financial responsibility.
- Renter agrees to pay for any loss or damage to the aircraft or to other persons or property caused in whole or in part by renter's negligence or abuse.
- Renter will not tamper with, or attempt to repair any part of the airplane or its accessories. Renter will notify AeroDynamic Aviation, if repairs are necessary and get approval before authorizing any work.
- It is the renter's responsibility to return aircraft to AeroDynamic Aviation premises. If renter is unable to do so, renter will pay any costs incurred in recovering the aircraft. This includes but is not limited to ferry costs.
- In the event of a mechanical difficulty, renter will be responsible for any personal costs associated with the flight; however AeroDynamic Aviation will be responsible for the cost of returning the aircraft unless renter is found responsible for the difficulty.
- Renter expressly agrees to and hereby indemnifies and holds AeroDyanmic Aviation harmless of, from and against any and all loss, cost and attorney's fees and/or liability in connection with this rental agreement.
- In case of an accident or incident, renter will fly with an instructor until the Chief Pilot is satisfied that renter can act as pilot-in-command in AeroDynamic Aviation aircraft.

**Block accounts** (see block information sheet for full terms)

- Customers in good standing (membership paid up, positive account) making payments of \$500 or greater, are entitled to a credit of 10% for payments by check or cash, or 7% for credit card payments.
- Block accounts are not refundable, negotiable, or transferable.
- Delinquent block accounts are subject to a service charge of 2% per month on the entire balance. Delinquency consists of balances overdrawn for over 30 days.
- Overdrawn block accounts must be paid in full before a new block can be purchased.

I understand and agree to all of the foregoing conditions and clauses. All rentals are subject to this Agreement. This Agreement and any subsequent amendments hereto, whether signed or not, constitute the entire agreement between AeroDynamic Aviation and the Renter. It supersedes any verbal or other agreement between AeroDynamic Aviation and the Renter. I further understand that violation of this agreement may terminate my rental privileges at AeroDynamic Aviation.

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Renter's Signature

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Date

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Printed Name