

## Renter's Agreement and Pilot's Information

Last Name \_\_\_\_\_ First Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_ Nationality \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Emergency Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone Number(s) \_\_\_\_\_  
 Date of joining AeroDynamic Aviation \_\_\_\_\_ Student pilot?  YES  NO  
 Pilot certificates, Ratings and Endorsements: \_\_\_\_\_

Flying experience and approximate # of hours \_\_\_\_\_

Date of last flight review: \_\_\_\_\_ Class of Medical \_\_\_\_\_ Due \_\_\_\_\_

- Have you ever had any faint/unconsciousness episodes, dizzy spells, stroke, heart attack or diabetes?  YES  NO
- Do you, or did you within the past two years, take sedatives, antidepressants or any other drugs, prescription or otherwise, that affect the brain?  YES  NO
- Has your FAA medical certificate ever been denied, suspended, or revoked?  YES  NO
- Have you had any deviations, incidents, accidents, violations or suspensions of your pilot's license?  YES  NO

If you answered YES to any of the above, please explain \_\_\_\_\_

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

I authorize AeroDynamic Aviation to charge my Credit Card in the event my account balance is negative. If a negative balance persists for more than 30 days, an additional 3% of the amount due will also be added. My Credit Card details are:

Visa/MasterCard \_\_\_\_\_ Exp. Date \_\_\_\_\_

Billing Zip Code \_\_\_\_\_ CVV Code on back \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

We want you to fly safely and have fun. PLEASE read the following document carefully before you sign it. Ignorance of its contents will not be an acceptable excuse. Taking any of our aircraft is always under the terms and conditions in the latest revision of this document. These rules may change without prior notice. Changes will be posted in the office and/or on the web site.

**General Operations**

- ✧ All students and renters must complete an Aircraft Review sheet and checkout flight for each Make & Model of aircraft to be rented to demonstrate or gain proficiency, unless waived by the Chief Instructor.
- ✧ Pilots may be required to check out with an instructor at any time at the discretion of the Chief Instructor.
- ✧ No one else is to fly the rental aircraft, with the exception of ADA-approved pilots.
- ✧ 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 not continuously use more than 75% power except during takeoff or climb phases of flight, unless operationally necessary. Renter will lean during cruise according to the aircraft flight manual, or 75 degrees rich of peak in the absence of other information.
- ✧ Renter will plan all segments of flight to terminate with *at least* the FAA minimum fuel requirements.
- ✧ Renter will land only at established public-use airports that have an adequate runway for the type of aircraft flown, except as a precautionary or emergency measure, when reasonably necessary.
- ✧ All Federal, State, and Local Air Safety regulations and all manufacturer's operating procedures and limitations will be observed.
- ✧ Renter will not engage in reckless flying as judged by commonly accepted principles.
- ✧ Flights over water beyond engine-out gliding distance are absolutely forbidden with the exception of flights to Catalina island with prior permission from the Chief Instructor and under flight following from ATC.
- ✧ All flights are to be logged in the aircraft flight log with renter's name, date, and hobbs & tach time. Aircraft must be checked out and checked in using the Paperless FBO system. Renter will round **up** to the nearest hobbs number if any part of next digit is showing.
- ✧ 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.
- ✧ Negative accounts are not permitted. Flights must be prepaid or paid immediately upon check in.

**Late Checkout, Cancellation or No-Show**

- ✧ Aircraft should be checked out within half an hour of the scheduled time. After half an hour, ADA reserves the right to reschedule the airplanes and instructors. Additional charges will be applied for late arrivals or no-shows, up to the amount of lost rental and lost instructor time.
- ✧ Aircraft must be returned at the agreed time, weather permitting, and in the same condition as inspected at preflight. Additional charges may be applied for late returns. ADA may initiate a report to the FAA half an hour after the scheduled return time.

**Cross-Country Flights and/or Daily Rentals**

- ✧ Overnight flights require prior approval from an ADA manager. Renter will leave an itinerary and contact phone numbers with the office prior to departure.
- ✧ Aircraft scheduled for 6 hours or more will be charged a daily minimum.
  - Cessna 172 and Citabria daily minimums are 2 hours' hobbs time for weekdays and 3 hours' hobbs time for weekend days.
  - Other aircraft daily minimums are 1 hour hobbs time for weekdays and 2 hours' hobbs time for weekend days.
  - Weekend days are Friday through Sunday. Weekdays are Monday through Thursday.

- ✧ Reservations must be cancelled at least 24 hours prior to scheduled time. Reservations of 6 hours or more must be cancelled at least 3 days (72 hours) prior to scheduled departure time, or the renter will be billed the daily minimum for each day cancelled.
- ✧ Weather reports and forecasts will be obtained from Flight Service (1-800-WXBRIEF) before going on cross-country flights. A flight plan that includes details of the route and airports of intended landing will be filed with AeroDynamic Aviation and left on the office white board for tracking any flight of 50 nautical miles or more; wind and crosswind conditions will be checked before each solo flight and shall not exceed POH or solo endorsement limits.
- ✧ A mountain checkout is required for takeoff and landing at airports above 3000' density altitude or any flight operating over mountainous terrain (elevation greater than 4000' MSL), i.e. flying into or over the Sierras.
- ✧ Any flights outside the 48 contiguous United States require written permission from an owner of AeroDynamic Aviation. **Flights into Mexico are absolutely forbidden.**
- ✧ 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.
- ✧ 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 agreed to by ADA, but no more than the cash per-gallon price charged by ADA.
- ✧ Renter is responsible for all fees or other charges from any third parties (e.g. landing or tie down fees).

### 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 website.
- ✧ If the renter finds something wrong with the aircraft, it must be reported to ADA prior to departure or renter may be held accountable for the costs.
- ✧ Renters will round up if any part of the next Hobbs digit is visible. If there is a Hobbs meter mismatch, it must be reported to ADA prior to departing.
- ✧ 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 tie down spots is prohibited.
- ✧ Renter will taxi at a slow or moderate speed appropriate to conditions at all times.

### Returning Aircraft

- ✧ 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.
- ✧ If any part of the next Hobbs digit is visible, the Renter will round the Hobbs number up.
- ✧ A charge may apply for not properly securing the aircraft or leaving trash in the aircraft.
- ✧ There will be a minimum \$50.00 charge for leaving master or magneto switches on.

### At Reid-Hillview only

- ✧ Aircraft must be pulled out onto the centerline and turned away from the other parked planes before starting engine.
- ✧ 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 not taxi through or pull the airplane through tiedowns.
- ✧ No pivoting at high power or otherwise blowing dust/dirt/debris! If an aircraft is blocking the taxiway, find a safe area to shut down and tow the airplane to its tie down spot.
- ✧ No engine-out simulation during takeoff at Reid-Hillview airport, whether dual or solo.

### Tailwheel-specific items

- ✧ If you have not flown a tailwheel aircraft within 30 days, a currency checkout with an instructor is required. If you have flown tailwheel in your airplane or with another school, please show currency to the front office; otherwise there are no exceptions.
- ✧ A separate checkout is required for toe brakes, heel brakes, and each make/model.
- ✧ Minimum 10 hours' dual check out for pilots with no previous tailwheel experience.
- ✧ Checkout is required for hand propping. No hand propping allowed unless:
  - you have been told that you have been checked out and a notation made in your logbook, and
  - both wings tied, tail tied, two-inch chocks under both wheels.
- ✧ Wheel landings in tailwheel aircraft are at renter's own risk. Prop strikes cost a minimum of \$15,000, payable on impact.

### Aerobatics

- ✧ Checkout by the Chief Instructor is required before solo Aerobatics.
- ✧ Aerobic currency: Renter will log at least one hour of aerobatic flight within the previous 90 days, in addition to tailwheel currency, or must complete a currency check with instructor.
- ✧ An annual currency check is required with the Chief Instructor or designated aerobatic instructor.

### Complex and Twin-Engine Aircraft

- ✧ You are required to have multi-engine insurance to train in or rent our Twin Comanche.
- ✧ Touch-and-go landings are prohibited in any complex or retractable gear aircraft.

### 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, unless otherwise endorsed by their instructor:
  - Ceiling less than 5000' anywhere along the route
  - Visibility less than 6 sm anywhere along the route
  - Crosswind over 5kts at any airports of intended landing
  - Surface wind over 12 kts at any airports of intended landing
- ✧ 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, or touch-and-goes. Short-field or soft-field takeoffs and landings may be practiced with instructor's permission, but 5 kts/mph must be added to approach speed for short-field landings.
- ✧ Student solo flights are prohibited between sunset and sunrise.
- ✧ Students will practice all air work above 3000' AGL. Exception: Ground reference maneuvers will be done at a minimum of 1000' AGL.
- ✧ Dual and solo cross-country flights and night flights that leave the local airport area must have a flight plan filed with the Flight Service Station. RHV, MRY or SNS will be used as the aircraft base and (408) 320-9614 will be the phone number on the flight plan. A copy will be filed with ADA.

**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)320-9614, Josh at (831)707-4475 or Jen at (619)244-0069 immediately for assistance.
- ✧ If damage occurs to the rented aircraft, renter will be liable for the first US \$20,000.00 in damages, however caused, unless caused by renter's negligence or by breaking the terms of this Agreement, in which case renter will be responsible for all the damage. AeroDynamic Aviation is not responsible for any retrieval cost incurred. Renter is responsible for maintaining renter's insurance in the amount adequate to protect against damage or loss of the aircraft, but in no case less than \$20,000.
- ✧ 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.

**IMPORTANT:**

Negligence and abuse specifically includes but is not limited to the following, unless caused by a mechanical failure:

- propeller strikes, wheel barrowing, nosing over
- ground loops
- burst or flat-spotted tires due to misuse of brakes and any consequent damage
- running off the runway
- fuel starvation
- flying over water beyond gliding distance from the shore
- flying in weather conditions beyond the limitations in pilot's logbook or certificate
- exceeding the airplane limitations
- touch-and-go landings during solo or complex aircraft operations
- contravening the safety of flight provisions of this agreement

**If aircraft damage results from any negligent or abusive operation, including those listed above, the renter will be responsible for ALL costs of the damages.**

- ✧ 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, including renter's transportation costs; 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 AeroDynamic 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 and then Chief Instructor until Chief Instructor is satisfied that renter can act as pilot-in-command in AeroDynamic Aviation aircraft.**

