

Renter's Agreement

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Cell Phone _____ Nationality _____

Email Address _____

Date of joining AeroDynamic Aviation _____ Student pilot? ☐ YES ☐ NO

Emergency Contact _____

Address _____

Phone Number(s) _____

Pilot certificates, Ratings and Endorsements: _____

Flying experience and approximate # of hours _____

Date of last flight review: _____ Class of Medical _____ Due _____

Have you had any deviations, incidents, accidents, violations
or suspensions of your pilot's license?☐ YES ☐ NO

If you answered YES, 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 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 and put me solely at fault. Initial here _____

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. Flying or training with us is always under the terms and conditions of the latest revision of this document. These rules may change without prior notice. Changes will be posted in the office and/or on our website.

General Operations

- ✧ The pilot-in-command must be a renter with an appropriate aircraft checkout by an AeroDynamic Aviation instructor.
- ✧ All students and renters must complete an Aircraft Review sheet and checkout flight for *each* Make & Model of aircraft to be rented to demonstrate proficiency.
- ✧ Flights in actual IMC require either an AeroDynamic CFII on board or the PIC must have an instrument checkout in that make/model completed by an AeroDynamic CFII.
- ✧ All solo students and renters must have a current, appropriate aircraft insurance policy on file with the office for at least \$20,000 liability, physical and property coverage.
- ✧ Pilots may be required to fly with the Chief Instructor at any time, at her discretion.
- ✧ All flights are to be logged in the aircraft's binder with renter's name, date, hobbs and tach.
- ✧ Pilots will **round up** to the nearest hobbs number if **any part** of next digit is showing.
- ✧ All hobbs or maintenance discrepancies must be logged prior to departing.
- ✧ Pilots 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 70% power (65% on hot days when local airport temperatures exceed 32°C/90°F) except during takeoff or climb phases of flight, unless operationally necessary. Renter will lean during cruise according to the AFM/POH, or 75 degrees rich of peak in the absence of other information. Failure to follow these guideline can be construed as careless operation.
- ✧ Pilots will plan all segments of a flight to land with *at least* FAR required fuel minimums.
- ✧ Pilots will land only at charted airports that have an adequate runway for the type of aircraft flown, except as a precautionary or emergency measure if absolutely necessary.
- ✧ Animals are not permitted in our aircraft, as some of our customers have allergies.
- ✧ Pilots will fly only from the seat(s) of the aircraft for which he/she is checked out.
- ✧ Pilots will not engage in reckless flying as judged by commonly accepted principles.
- ✧ All Federal, State, and Local Air Safety regulations and all manufacturer's operating procedures and limitations will be observed.
- ✧ Flights over water beyond engine-out gliding distance are forbidden with the exception of flights to Catalina Island, which requires approval from the Chief Instructor and is at the renter's own risk.
- ✧ Prices are subject to change. Current rates are posted in the office and on our website.
- ✧ Negative accounts are not permitted. Flights must be paid immediately upon check in.
- ✧ All returned or bounced checks will be assessed a \$20 fee.
- ✧ AeroDynamic Aviation reserves the right to refuse rental and instruction services for any reason. No guarantees of training completion or pilot certification are expressed or implied.

Currency

- ✧ We require all solo students and renters to maintain a level of proficiency. Flying solo beyond our currency policy means you are operating outside this renter's agreement and are completely liable/at fault for any and all damages or penalties that occur.
- ✧ If a renter hasn't flown a specific make/model with our school for 6 months or more, a full checkout (including checkout sheet) must be completed for each aircraft M/M.
- ✧ If you have flown recently in your airplane or with another school, please show currency to the front office to have this waived; otherwise, there are no exceptions to these policies.
- ✧ These currency policies are in addition to the FAR minimums and apply regardless of whether you are carrying passengers or not. A currency check with a CFI can be brief if you are proficient; however, our instructors will use their discretion to make sure you are safe

before signing you off as pilot-in-command.

- ✧ All currencies listed below must include a minimum of 3 takeoffs and landings.
 - **Solo students:** Students endorsed for solo flight must have flown (dual or solo) within the preceding 14 days and must have flown with an instructor within the preceding 30 days.
 - **Tailwheel:** Must have flown tailwheel within the preceding 30 days.
 - **Cessna 172:** Must have flown a single-engine airplane within the preceding 90 days.
 - **Complex:** Must have flown a complex airplane within the preceding 90 days.
 - **High Performance:** Must have flown a high-performance airplane within the preceding 90 days.
 - **Multi-Engine:** Must have flown a twin-engine aircraft within the preceding 90 days.
 - **Aerobatics:** Must have flown at least one hour of aerobatic flight within the previous 90 days, as well as performed an annual currency check with our Chief Instructor.
 - **Night flight:** Must have flown at night within the preceding 12 months.

Fueling Restrictions

- ✧ RHV: Renters will return **Citabrias, Decathlon** and **Cessna 150** with no more than $\frac{1}{2}$ tanks. The **Skylane** and **Cutlass** will be returned with no more than $\frac{3}{4}$ tanks. Over-fueling can incur a charge for the next flight's lost rental, lost instructor time and mechanic's time to de-fuel.
- ✧ MRY: Cessna 53456 must not be completely filled (62 usable gallons) unless absolutely needed for XC and only on the day of departure. Please return with $\frac{1}{2}$ tanks or less to avoid a charge to de-fuel for the next flight.

Scheduling Policies, Cancellations or Changes

- ✧ Renter must be on the schedule for the aircraft they are flying. Renter must check out the aircraft through PaperlessFBO prior to departing and check in upon return.
- ✧ Aircraft and instructor bookings will be made on the hour (*not on the half hour*) or it may be modified by the office to start and end on the hour.
- ✧ Reserving aircraft for preflight purposes is not permitted. If a student or renter reserves an aircraft for preflight, they will be billed for that time at that aircraft's hourly rate.
- ✧ Reservations of less than 4 hours' duration must be cancelled or modified at least 24 hours prior to scheduled time. Failure to cancel/modify with less than 24 hours' notice will result in charges up to the amount of lost rental and lost instructor time.
- ✧ Reservations totaling 4 hours or more per day must be cancelled or modified at least 3 days (72 hours) prior to scheduled departure time, or the renter will be billed the daily minimum for the airplane and instructor time each day.
- ✧ Stage checks must be cancelled at least 2 days prior, or the student will be billed up to the amount of lost rental and lost instructor time.
- ✧ Aircraft must be checked out within half an hour of the scheduled time. After half an hour, the office reserves the right to reschedule the airplane. Charges will be applied for late arrivals, cancellations or no-shows up to the amount of lost rental and lost instructor time.
- ✧ Aircraft must be parked and checked in by the scheduled return time, weather permitting, and in the same condition as inspected at preflight. Additional charges may be applied for late returns or aircraft retrieval.
- ✧ Overnight flights require prior approval. Renter will leave an itinerary and contact phone numbers with the office prior to departure.
- ✧ Renters who abuse scheduling privileges and/or often cancel just outside the 24-hour window will have their ability to schedule revoked and/or be asked to fly elsewhere.

Daily Minimums:

- ✧ Aircraft scheduled for 4 hours or more will be charged for at least half of the scheduled time up to the daily minimums, which are as follows:
 - Cessna 172 and all Citabria/Decathlon
 - Monday through Thursday is a minimum of 3 hours
 - Friday through Sunday is a minimum of 4 hours
 - Other aircraft
 - Monday through Thursday is a minimum of 2 hours
 - Friday through Sunday is a minimum of 3 hours

Ex 1: Any plane booked for 4 hours but only flown 1.8 hours will be charged as 2 hours.

Ex 2: A C172 booked for 8 hours on Monday but only flown 2.6 will be charged for 3 hours (which is the daily minimum of 3 hours).

***Note:** If there are circumstances such as student solo cross-country training flights or if you want time to get lunch or just hang out wherever you go, let the office know ahead of time so we can work with you to make an exception. Our overall goal is to keep all bookings to an appropriate amount of time so our aircraft are available for students working to complete their training and renters to enjoy flying somewhere fun for the \$200 hamburger.

Student Pilot Operations

- ✧ Students must get an instructor's approval before all solo flights and solo cross-country flights, with specific reference to wind and weather conditions.
- ✧ 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 or 2500' in the traffic pattern
 - Visibility less than 6 sm anywhere along the route
 - Surface wind over 12 kts or crosswind over 5kts at any airports of intended landing
- ✧ Solo students will not practice emergencies, wheel landings, touch-and-goes, or conduct back-taxis on the runway.
- ✧ 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.
- ✧ Solo students will practice all air work above 3000' AGL. Exception: Ground reference maneuvers will be done at a minimum of 1000' AGL and over non-populated areas.
- ✧ Student solos are not permitted to fly-in events without Chief Flight Instructor approval.
- ✧ Only AeroDynamic Aviation's instructors are allowed to give dual instruction to a student, regardless of which certificate or rating the student or pilot is working on.
- ✧ All student pilots must pass AeroDynamic's required stage checks. Pilots training for an additional certificate or rating must pass a stage check prior to checkride.

Cross-Country Flights and Flights to Other Airports

- ✧ A comprehensive weather brief including current and forecast conditions will be obtained from a valid source (1-800-WXBRIEF, Foreflight, www.aviationweather.gov, etc.) before going on cross-country flights. A flight plan that includes details of the route and airports of intended landing will be filed with Flight Service and a copy left with the office.
- ✧ A mountain checkout is required for takeoff and landing at airports above 3000' density altitude or any flight operating over mountainous terrain (elevation > 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.). Flights to Burning Man are prohibited.
- ✧ It is the renter's responsibility to obtain permission from AeroDynamic Aviation and the property owner 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. Reimbursement will be only up to the cash per-gallon price charged by AeroDynamic at the airplane's normal base (i.e. RHV).
- ✧ Renter is responsible for all fees or charges from third parties (e.g. landing or tie down fee).
- ✧ Renter is responsible for any NOAA violation fees, especially flights below 1000' along protected areas of the coast.

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 AeroDynamic Aviation's checklists or the checklist in the POH/AFM. 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 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 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.
- ✧ Hand propping is not allowed.
- ✧ Taxiing through tie down spots is prohibited.
- ✧ Towbars will be used only for steering. Pulling on the towbar is dangerous as it can detach.
- ✧ Renter will taxi at a slow or moderate speed appropriate to conditions at all times.
- ✧ Both main wheels must be chocked when aircraft is parked outside its tiedown spot.
- ✧ Renter will exercise caution to avoid over-priming, flooding, or excess wear on starter.

Returning Aircraft

- ✧ Renter will return the aircraft clean with the seat belts/control locks secured, master and magneto switches off, the wheels chocked, and the aircraft tied down in an approved parking spot.
- ✧ There will be a minimum \$50 charge for leaving the master or magneto switches on.
- ✧ Renter will enter hobbs and Tach time into the aircraft binder and check aircraft in through PaperlessFBO.
- ✧ A charge may apply for not properly securing the aircraft or leaving trash in the aircraft.

At Reid-Hillview only

- ✧ Renter will preflight the aircraft in its parking spot.
- ✧ Taxiing to the fuel truck is prohibited. Aircraft must be carefully hand-towed to fuel truck.

- ✧ Leaving aircraft parked at the fuel truck is prohibited.
- ✧ Aircraft will be pulled out onto the centerline and turned away from the other parked planes before starting engine. Renter will visually clear the area before starting.
- ✧ Renter will not taxi through or pull the airplane through tiedown spots.
- ✧ Renter will shut the airplane down on the center of the taxiway, then push it into its parking place.
- ✧ 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 or climb out from Reid-Hillview airport, whether dual or solo.
- ✧ A membership is required for all flight training and aircraft rentals.

Block Accounts (Reid-Hillview only)

- ✧ Customers in good standing (membership paid up, positive account balance) making prepayments of \$500 or greater, are entitled to a credit of 10% for check or cash, or 7% for credit card. We will not accept more than \$2,000 on account.
- ✧ The \$50 monthly membership fee is charged automatically. It is your responsibility to advise the office if you wish to suspend or cancel your membership. Doing so will also suspend your access to scheduling. We cannot offer refunds of monthly memberships if the office was not advised in advance of your wish to suspend your account.
- ✧ Overdrawn block accounts must be paid in full first before a new block can be purchased.
- ✧ Block accounts are not refundable, negotiable, or transferable.
- ✧ Delinquent block accounts are subject to a service charge of 3% per month on the entire balance. Delinquency consists of balances overdrawn for over 30 days.

Tailwheel Aircraft

- ✧ Renters must comply with currency policies listed above.
- ✧ A separate checkout is required for toe brakes, heel brakes, and each make/model.
- ✧ Minimum 10 hours' dual instruction is required for pilots with no previous tailwheel time.
- ✧ Wheel landings in tailwheel aircraft are at renter's own risk. Solo students are not allowed to practice wheel landings.
- ✧ Excessive braking during landing can cause the tail to rise and the aircraft to nose-over. Utilize gentle braking whenever possible.
- ✧ Prop strikes cost a minimum of \$20,000, payable on impact.

Aerobatics and/or Decathlon rentals

- ✧ Renters must comply with currency policies listed above for aerobatics and tailwheel.
- ✧ A checkout and annual aerobatic currency flight with our Chief Instructor is required to perform any solo aerobatic maneuvers.
- ✧ A annual checkout with our Chief Instructor is required for anyone renting the Decathlon.

IFR, Complex, High-Performance, and Twin-Engine Aircraft

- ✧ Renters must comply with currency policies listed above.
- ✧ Touch-and-go landings are prohibited in any complex or retractable gear aircraft.
- ✧ All pilots must have the Aircraft Checkout sheet plus the Complex, High-Performance, or Multi-engine Addendum completed prior to solo flights.
- ✧ Pilots must complete an instrument checkout to fly in actual IMC in our aircraft.
- ✧ Multi-engine insurance is required to train in or rent our Twin Comanche.

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 costs 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.
- ✧ AeroDynamic Aviation is not responsible for any retrieval cost incurred.
- ✧ 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, abuse, careless operation, or decision to engage in risky operations.

IMPORTANT:

Negligent, abusive, careless, or risky operations specifically include but are not limited to the following, unless caused by a mechanical failure:

- propeller strikes, wheel barrowing, nosing over
- running off the runway and/or ground loops
- burst or flat-spotted tires due to misuse of brakes and any consequent damage
- fuel starvation
- exceeding an aircraft limitation
- operating outside an aircraft's charted performance
- flying over water beyond gliding distance from the shore
- flying in weather conditions beyond the limitations in pilot's logbook/certificate
- operating the powerplant contrary to guidance listed above
- over-priming or flooding which results in an engine fire during start
- touch-and-go landings during solo or complex aircraft operations
- wheel landings during solo tailwheel operations
- contravening the safety of flight provisions of this agreement

If aircraft damage results from any negligent, abusive, careless, or risky operations, 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 a deviation, incident or accident, the renter will immediately contact the Chief Flight Instructor and their CFI, if applicable. The renter will be required to fly with an instructor and then the Chief Instructor until the Chief Instructor is satisfied that renter can act as pilot-in-command in AeroDynamic Aviation aircraft.

I have read and understand the terms of this Renter's Agreement. I agree to all of the above terms and conditions of this agreement. I understand operating outside the parameters set forth in this Agreement may result in loss of insurance coverage. I understand this puts me at risk for any violations, damages, insurance claims, and full liability. I agree to have the required aircraft insurance policy for at least \$20,000 liability, physical and property coverage prior to my first solo flight and at all times thereafter.

I agree to operate safely, exercise good judgment, respect and abide by all AeroDynamic Aviation policies and FAA regulations, and treat the aircraft and staff kindly ☺ Failure to do so will result in termination of my rental privileges at AeroDynamic Aviation.

Signature

Print Name

Date

We periodically send out emails regarding policy updates, ground school classes, and other news. We do not use or sell your email for any other purpose. If you would like to opt out of these emails, please check here: ☐

We like to share our students' achievements on our blog and social media. If you would like to opt out, please check here: ☐

ADDENDUM FOR MINORS

Parent/Guardian Permission, Assumption of Risk, Waiver & Release

I certify that I am _____'s parent or legal guardian. As such, I have carefully read and understood AeroDynamic Aviation's Renter's Agreement in its entirety. I will ensure compliance with all policies and agree to be held financially responsible for this minor. I hereby give my child permission to participate in flight training, understand all risks associated with flight training and waive all claims, causes of action and suits against AeroDynamic Aviation.

Signature of Parent or Guardian: _____ Date: _____