

FIRST
LANDINGS
AVIATION

FLIGHT SCHOOL STUDENT/RENTER AGREEMENT

ADOPTED
March 11, 2015

BY
FIRST LANDINGS AVIATION



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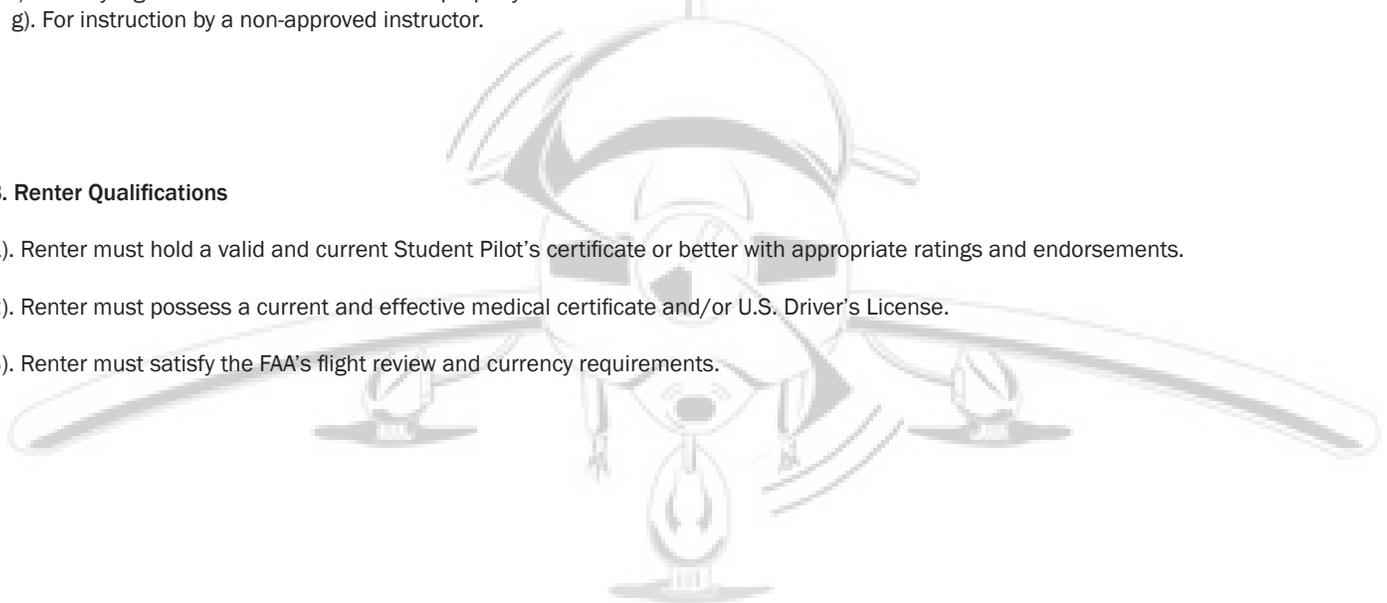
In consideration of the rental fees paid and covenants contained herein, First Landings Aviation LLC, herein referred to as the "Operator" or "FLA", hereby leases to the "Renter" and/or "Student", herein referred to as the "Renter", the designated aircraft referred to as the "Rental Aircraft".

A. General Provisions

- 1). Renter acknowledges and agrees that the Rental Aircraft is the property of the Operator.
- 2). Renter acknowledges that the Operator is responsible for maintaining the Rental Aircraft in an airworthy condition.
- 3). Renter agrees to operate Rental Aircraft in compliance with all applicable federal, state and local laws.
- 4). Renter agrees not to sublease Rental Aircraft or sell, assign, or otherwise transfer this Agreement.
- 5). Renter must comply with all First Landings Aviation's Rules and Regulations as existing at the time of this Agreement or as hereafter amended, which rules and regulations are incorporated into this agreement by reference and made a part thereof.
- 6). Home Base for all rented aircraft shall be the Orlando-Apopka Airport (X04).
- 7). Renter expressly acknowledges personal liability to pay FLA for all service and time charges computed at the applicable posted rates for the following:
 - a). Service and time charges computed at the applicable posted rates until said aircraft is returned to home base.
 - b). Any loss or damage to the Rental Aircraft, its components, parts or equipment during the rental period.
- 8). Renter agrees not to tamper with, molest, modify or attempt to repair any parts of the aircraft or its accessories. This includes removal of seats or other equipment or installation of Renter's own devices.
- 9). FLA reserves the right to refuse rental at all times.
- 10). Renter agrees that Rental Aircraft shall not be used or operated:
 - a). For any illegal purposes.
 - b). In any race, speed test or contest.
 - c). By any person other than the Renter who signed the agreement.
 - d). Outside the limits of the Continental United States.
 - e). To carry passengers or property for compensation or hire.
 - f). For any flight for which the Renter is not properly rated or certified.
 - g). For instruction by a non-approved instructor.

B. Renter Qualifications

- 1). Renter must hold a valid and current Student Pilot's certificate or better with appropriate ratings and endorsements.
- 2). Renter must possess a current and effective medical certificate and/or U.S. Driver's License.
- 3). Renter must satisfy the FAA's flight review and currency requirements.



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C. Initial Checkout and Currency Requirements.

Renter shall be familiar with and may be asked to demonstrate his/her knowledge of FAA regulations in addition to any requirements listed below.

- 1). All renters must satisfactorily complete an initial check ride with an FLA approved Check Pilot prior to rental.
- 2). To maintain currency the Renter must meet the following requirements and any other FAA requirements for currency as a pilot in command:
 - a). Three (3) takeoffs and landings in the previous ninety (90) days in FLA aircraft.
 - b). Receive one (1) hour of annual dual instruction, or be signed off by an FLA approved Certified Check Pilot.

D. Rental Use Provisions

- 1). Aircraft are scheduled on a computerized scheduling system. Aircraft are not to be rescheduled or switched without prior approval by FLA. FLA reserves the right to make changes to the scheduled aircraft reservations providing the change will be into an equivalent make and model of aircraft.
- 2). Renter must produce a photo ID, current pilot certificate, a valid medical certificate, proof of citizenship and current logbook when renting an aircraft. Regulations require the pilot to have his/her current medical and pilot's certificate "on their person" while exercising the privileges of his/her certificate. All such information provided by Renter is subject to verification by FLA. FLA will make and retain in Renter's file photocopies of Renter's pilot certificate, medical certificate, proof of citizenship, and acceptable photo identification.
- 3). FLA personnel and Renter will verify the Renter's Record and Account Ledger to ensure all information is current and accurate. The Rental Aircraft will not be checked out unless this documentation is complete and accurate.
- 4). The Aircraft Book will be given to the Renter after the information in paragraph 3 above has been verified and the renter pilot has signed the sign-out sheet and presented his/her solo authorization if applicable. This book contains a log for entering Hobbs meter time as well as a listing of recurring Airworthy Directives and discrepancies. The Hobbs meter time must be verified by the Renter before starting the aircraft.
- 5). Aircraft must be scheduled only for the time that the rental pilot actually anticipates using the aircraft. Excessive scheduled time vs. actual time used may result in additional billing.
- 6). No-shows will result in additional billing at the applicable posted rate. Renter's aircraft reservation will be released if Renter is more than 15 minutes late and does not call to reconfirm reservation.
- 7). Any aircraft scheduled for eight hours (but less than 24 hours) will be subject to a (3) three-hour minimum rental fee. Thereafter, a minimum (4) four hours rental fee will be charged for each additional 24-hour period. At no time will the aircraft be scheduled for more than seventy-two (72) hours without prior approval from FLA.
- 8). Fuel purchased away from Home Base shall be reimbursed at the current posted price per gallon at the Orlando-Apopka Airport. When seeking reimbursement for fuel purchased away from home base, Renter must submit all fuel receipts at the time the aircraft is returned. Renter's name and telephone number must be printed on each receipt. Receipts may be submitted for reimbursement up to seven (7) calendar days after the flight date. No fuel reimbursements will be authorized after seven (7) days or without a receipt.
- 9). Landing at other than paved airports that are published on aeronautical charts is prohibited. Landing on non-paved airports or off airport without the express written consent of FLA may result in immediate suspension of rental privileges.
- 10). Flight plans must be filed with the appropriate Flight Service Station on all flights outside the local flying area (50 nm). A copy of the flight plan with an estimated return time and contact number must be left with FLA.
- 11). Renter shall not allow anyone else to pilot or fly the Rental Aircraft. No dual instruction may be given in FLA aircraft by other than an approved FLA Certified Flight Instructor.
- 12). When landing at airports other than the Orlando-Apopka Airport, the Renter is responsible for tie down, hangar, preheating, landing and any other incidental fees incurred as a result of his/her usage.
- 13). Student pilots must have their student pilot certificate and logbook endorsed by an FLA approved Certified Flight Instructor before an aircraft will be dispatched to them.

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D. Rental Use Provisions Cont.

- 14). In keeping with FAA regulations, no FLA aircraft may be flown lower than 500 feet AGL except for takeoff, landing, or an emergency. No solo emergency landing practice is allowed. Dual emergency landing practice must be terminated no less than 500 feet AGL unless over a runway. Minimum controllable airspeed, stalls, steep turns and all other maneuvers not necessary for normal flight must be conducted above 1,500 feet AGL in single engine aircraft.
- 15). Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer and note any discrepancies. Renter shall use the manufacturer's recommended pre-takeoff, cruise and pre-landing checklists.
- 16). Renter shall not operate the aircraft under the influence of any non-FAA approved medication or substance. Additionally, Renter shall not operate the aircraft for a period of at least 18 hours after using intoxicating substances such as liquor, tranquilizers, and sleeping aids.
- 17). Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route unless Renter is instrument rated, current for IFR in make and model of Rental Aircraft and specifically approved by the FLA for IFR flight.

E. Cancellations

- 1). Renter is required to provide a minimum of twenty-four (24) hours notice of cancellation so that the Rental Aircraft can be made available to other Renters.
- 2). Cancellations made within twenty-four (24) hours of scheduled time, other than cancellations due to weather or Renter illness shall be subject to a cancellation fee of one hour of dual-flight time at the applicable posted rate.
- 3). Notification of cancellation must be made via the computerized reservation system or to FLA personnel.

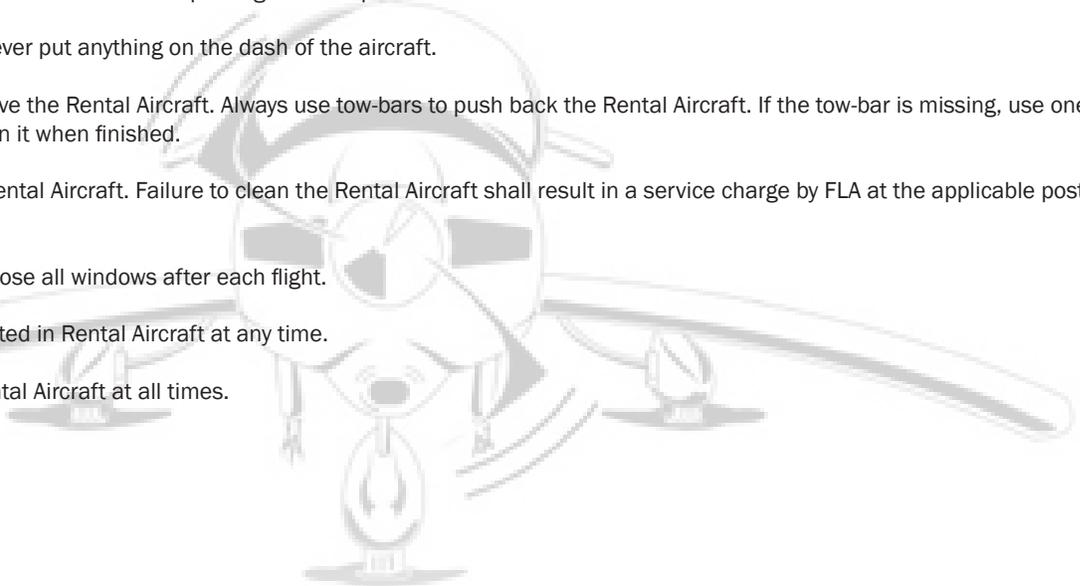
F. Delayed Return Provisions

- 1). Renter agrees to return aircraft at or before the scheduled time so as not to impact another Renter's scheduled time.
- 2). Renter shall notify FLA immediately if Renter will not arrive back at Home Base as scheduled.
 - a). Delayed returns, not related to weather or maintenance that result in a subsequent Renter's schedule cancellation will result in Renter being charged for the full amount of lost schedule time due to the delay.

G. Aircraft Care.

Renter shall exercise due care for the protection of the Rental Aircraft, including compliance with the following provisions:

- 1). Never leave Rental Aircraft untied and unattended. If it is necessary to leave the Rental Aircraft, all three tie downs must be properly attached to appropriate moorings. Use chocks when parking on a ramp that does not have tie downs.
- 2). To protect the windshield, never put anything on the dash of the aircraft.
- 3). Never push on the tail to move the Rental Aircraft. Always use tow-bars to push back the Rental Aircraft. If the tow-bar is missing, use one from a nearby aircraft and return it when finished.
- 4). Remove all trash from the Rental Aircraft. Failure to clean the Rental Aircraft shall result in a service charge by FLA at the applicable posted rate.
- 5). For dust control purposes, close all windows after each flight.
- 6). No animals may be transported in Rental Aircraft at any time.
- 7). Smoking is prohibited in Rental Aircraft at all times.



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H. Overdue Aircraft Emergency Response Plan

- 1). One (1) hour after the time of the Rental Aircraft's scheduled return to Home Base, FLA will begin the Emergency Response Plan, unless the Renter has notified FLA of the delay in return and has verbally or electronically provided a modified return schedule.
- 2). If Renter fails to contact FLA to advise of his or her delayed return, the Renter shall be subject to a PENALTY CHARGE of \$100 and a suspension of rental privileges.
- 3). A copy of the Overdue Aircraft Emergency Response Plan is located in the aircraft book and copies may be obtained at the FLA reception desk.

I. Accident/Incident Requirements

- 1). In the event of an accident or incident involving Rental Aircraft, Renter shall act according to the tenets of NTSB Part 830; including, but not limited to, compliance with the following:
 - a). Seek to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
 - b). Notify and cooperate with the proper federal, state, and local authorities.
 - c). Report the event to FLA as soon as possible using the emergency communication protocol included with the Rental Aircraft documents.
 - d). Record the names and addresses of any witnesses to the accident or incident.
 - e). Prepare and file the required and appropriate forms.
- 2). FLA will begin a review of each accident or incident. During this review period Renter's flight privileges shall be suspended. Prior to reinstatement of flight privileges, Renter may be required to take additional training as deemed necessary by FLA. All cost of additional training shall be the responsibility of the Renter.
- 3). A Renter whose pilot error caused damage shall be suspended from operating FLA owned aircraft.

J. Flight Completion

- 1). Renter must fill in the ending Hobbs meter time and complete a discrepancy form indicating any inoperative equipment or malfunctions discovered during the flight. If the Hobbs meter time has begun to roll to the next number, record the next number.
- 2). Upon returning the Rental Aircraft to Home Base, the Renter is required to properly store the Rental Aircraft in the hangar, unless instructed otherwise by FLA, and ensure that the master switch is turned off. A fee shall be charged, at the applicable posted rate if any of these items are not completed. Tow bars, purchased with each aircraft are to be used to move the aircraft into hangar. Tow bars are not to be removed from the aircraft.
- 3). When the aircraft book is returned to the front desk, an invoice will be generated for the flight. Payment for the full balance is due upon presentation of the invoice. Payment may be made by cash, check, prepaid account, or by an accepted credit card.

K. Transient Maintenance Provisions

FLA makes every reasonable effort to keep Rental Aircraft in sound mechanical condition. However, occasionally breakdowns occur while away from Home Base. The following terms and conditions apply should a breakdown occur while away from Home Base.

- 1). In the event of breakdown Renter shall notify FLA of the problem immediately. If personnel are not available, Renter must leave a message with appropriate information which shall include at a minimum the following: Renter's name, aircraft number and telephone number where Renter can be contacted.
- 2). Renter shall not authorize any repairs to be made to the Rental Aircraft without approval from the FLA representative. Failure to obtain prior authorization could result in the Renter being responsible for a portion of the bill.
- 3). Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, air transportation, etc. will not be reimbursed.
- 4). FLA will be responsible for transporting the Rental Aircraft back to Home Base if repairs cannot be completed before Renter must return to Home Base and such repairs are deemed not to be the fault of Renter.

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L. NOTICE OF INSURANCE COVERAGE

1). Renter is hereby notified that FLA maintains the following insurance coverage with regard to the Rental Aircraft:

a). Liability Coverage

Combined Single Limit Bodily Injury, Including Passengers and Property	Each Person \$100,000.00 Damage Each Occurrence \$1,000,000.00
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b). Hull damage to the aircraft under any insurance contract or policy is in the name of or for the benefit of FLA. Renter is responsible for any and all damage to the aircraft that occurs during the rental period, including, but not limited to, FLA's insurance deductible for hull damage which is \$5,000.00.

c). FLA's insurance company has full rights to subrogate against Renter for any payments it may be required to make on account of any damage or loss arising out of Renter's operation of the aircraft. It is strongly recommended that Renter carry insurance to protect Renter partially or fully to cover this possibility. **It is further strongly recommended that Renter purchase a Non Owned Aircraft Insurance Policy from an insurance company to protect Renter in situations where Renter may be found liable under the law for personal injury and/or property damages, including damage to the aircraft itself.**

d). Rental of FLA's PA-28R (Piper Arrow) requires renter's insurance (non-owner) coverage for a minimum hull coverage policy of \$30,000. Proof of policy and a copy of it shall be kept on file with FLA prior to any customer using the aircraft. The customer must notify FLA to any changes or cancellations in their policy prior to any further flight with FLA.

e.). Renter maybe liable for any loss of revenue due to the aircraft being out of service for any length of time. Total revenue is based on a minimum of 3 hours per day or the average number of hours flown over the past 60 days, which ever is greater.

f). This NOTICE OF INSURANCE COVERAGE constitutes a part of a rental agreement. Each Renter must provide written acknowledgment of receipt of the notice.

Print _____

Sign _____

Date _____

f). Receipt of this NOTICE OF INSURANCE COVERAGE constitutes notice for a subsequent rental of FLA aircraft to the same person unless the amount of insurance coverage has been reduced or eliminated (as specified in the original notice), in which case a new notice will be provided at the time of rental. The new notice must be signed by the Renter.

M. DISCLAIMER OF WARRANTIES: Renter hereby acknowledges that FLA is not the manufacturer of the aircraft, or the manufacturer's agent, and that FLA MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.

N. Renter agrees to release, indemnify, and hold FLA, its officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, which may be suffered by, or charged to FLA, by reason of any loss of or damage to any property, or injury to, or death of a person, arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition of this Agreement, or by any act or failure to act on the part of the Renter. FLA shall not be liable for its failure to perform under this Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting therefrom or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond FLA's control.

O. FLA hereby disclaims, and Renter hereby releases operator from, any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage, or injury of any nature whatsoever sustained by Renter, its employees, agents, or invitees during the term of this agreement, unless such loss, damage, or injury is caused by FLA's gross negligence. The parties hereby agree that under no circumstances shall FLA be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the Rental Aircraft under this agreement.

P. Renter agrees and/or acknowledges that if Renter defaults in the performance of any of his/her obligations under this agreement, FLA, at its option, and without further notice, has the right to terminate the Agreement and to repossess the Rental Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by FLA of either or both of the rights specified above shall not prejudice FLA's right to pursue any other remedy in law or equity. Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any federal, state or local law or regulation, or is operated outside the scope of this Agreement, appears to be abandoned or if Renter had gave false or misleading information at time of rental.

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Q. This Agreement shall be construed in accordance with the laws of the State of Florida.

R. Renter is not and shall never at any time during the term of this Agreement become the agent of FLA, and FLA shall not be responsible for the acts or omissions of Renter, its agents, or servants.

S. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.

T. **Cost and Expenses of Enforcement.** In the event Renter breaches the terms of this Agreement and FLA takes action to enforce this Agreement, Renter agrees to pay to FLA all costs and expenses associated with such enforcement activity, including reasonable attorney's fees, whether or not a legal proceeding is filed.

U. **Terms of Agreement.** This Agreement commences on the date stated hereafter and continues in full force and effect thereafter and applies to all aircraft rentals by Renter after the date hereof unless modified in writing by agreement of the parties.

I understand and have read ALL the above policies and agree to adhere to. (If renter or pilot under the age of 18 pilot or legal guardian must sign and state relationship to pilot/renter)

Dated this _____ day of _____, 20____.

First Landings Aviation LLC

Renter

By _____
First Landings Aviation Manager
Or designee.

Signature:

Printed Name

