

Morristown Flying Service, Inc. / The Flying Service

Aircraft Rental Agreement

Renter/Student Full Name: _____

This rental agreement shall govern the relationship between MORRISTOWN FLYING SERVICE, INC., hereafter referred to as Company, and _____, hereinafter referred to as Renter, for all rental transactions between Company and Renter. This agreement replaces any previous agreement.

Definitions/Aliases

Morristown Flying Service, Inc., The Flying Service at Tri Cities, and The Flying Service are known as the same Company or companies.

Aircraft or Company Aircraft - Any aircraft offered for rental by the Company.

The terms renter, pilot, customer, and student may be used interchangeably in this Agreement.

Instructor – a current FAA Certified Flight Instructor approved by the Company to provide or give instruction in Company aircraft. Instructors are independent contractors and are not employees of the Company.

Rates – Aircraft rates are posted at each location in US Dollars. Aircraft rates are inclusive including fuel but excluding instructor rates. Instructor rates and billing policies vary between instructors. Please speak with individual instructors regarding rates.

Required Documentation

1. Student Pilots – Required to provide a TSA approved government issued photo identification, proof of US Citizenship meeting TSA requirements for flight training, TSA endorsement signed by the student’s instructor, and a signed rental agreement. In addition to the above requirements, prior to a student’s solo flight the student must provide a copy of a valid FAA Student Pilot License, FAA Medical Certificate of appropriate class, and a completed pre-solo exam administered by the student’s authorized instructor.
2. Private Pilots or higher – Required to provide a signed rental agreement, pilot history/checkout form, a copy of a valid state or government issued photo identification, FAA pilot’s certificate, valid FAA medical certificate, copy of any endorsement necessary for the aircraft(s) to be rented, flight review or instrument proficiency check (IPC) if necessary. Renters seeking additional training for additional ratings/certificates must provide proof of US Citizenship meeting the TSA requirements for flight training and receive a TSA endorsement from the student’s authorized instructor.
3. Flight Instructors – Required to provide a signed rental agreement, pilot history/checkout form, a copy of a valid state or government issued photo identification, FAA pilot’s certificate, valid FAA medical certificate, copy of any endorsement necessary for the aircraft(s) to be rented, flight review or instrument proficiency check (IPC) if necessary, and a yearly TSA Flight School Training Certificate.

Payment

1. All charges must be settled immediately upon completion of rental or lesson as they are accrued. Payments are accepted in cash, check, or credit card in US Dollars.
2. Flights returning outside of office hours must be made with pre-paid funds, cash, check, or credit card. Any person wishing to participate in after-hours operations must have a valid credit card authorization form on file with the Company.
3. Aircraft is rented “wet”, with fuel and oil included in the price of the rental. Fuel purchased away from the Company’s base of operations will be deducted from the rental bill at the actual price, up to the current amount at the Company’s base of operations.

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4. Renters who do not make payment at the completion of the flight/lesson will be subject to an additional charge of 10% (compounded daily) for all amounts owed until paid in full.
5. Returned Check Fees – The renter shall be responsible for all costs incurred for the collections of the unpaid money by a debt collection agency or other external/legal agency, plus a \$50 administration fee.
6. If the aircraft Hobbs meter is inoperative, the aircraft will be billed using an alternate method approved by the Company.
7. Block time rates (if offered) are for the rental of aircraft ONLY, are non-refundable, and are subject to the following restrictions:
 - a. 10 hour blocks expire 30 days from purchase
 - b. 25 hour blocks expire 75 days from purchase
 - c. 50 hour blocks expire 150 days from purchase
 - d. 100 hour blocks expire 300 days from purchase.

Block time must be purchased in the form of cash or check. Any rental is subject to tax which cannot be deducted from the block time amount. There are no exceptions to this policy.

Aircraft Scheduling and Usage

1. Please be considerate. When an aircraft is scheduled and not used or cancelled on short notice, it prevents others from utilizing the aircraft. **Schedule only what you need.**
2. Access to the scheduling system is approved for any student who has soloed in addition to all renters with a Private Pilot certificate or higher.
3. Aircraft may be scheduled 24 hours a day utilizing the online scheduling system.
4. Scheduling multiple aircraft for the same time block is prohibited and will result in **both** reservations being cancelled. The only exception to this rule is for instructors utilizing two blocks with one being scheduled for a student's solo flight, as long as the student's name and "solo" are listed within the notes/comments section.
5. Rentals outside of office hours require contacting the company, or the company's authorized representative, to make arrangements for aircraft access.
 - a. For student's renters at TRI without valid AOA/SIDA access, **access through Tri City Aviation is not permitted** per TCAA Police policy. A representative with valid escort access **must** grant access and escort you to the aircraft. There are no exceptions to this subsection.
6. No aircraft may depart a Company tie-down, ramp, or hangar unless it has been scheduled. This section applies equally to all customers, students, renters, and instructors.
7. Aircraft may not be scheduled for use by/for more than one student or renter in a single reservation unless prior authorization is provided by the Company.
8. If the departure, destination, time, or dates change, or if you are complete with the reservation early, please notify a representative of the Company.
9. Hobbs time is to be entered on the aircraft checkout sheet, and aircraft flight log prior to engine start and after engine shutdown. Any discrepancy in Hobbs time must be reported to an authorized Company representative prior to engine start/departure. Failure to notify an authorized representative of the Company may result in the time in question to be billed to the customer.

Aircraft Pickup/Dispatch and Return

1. A complete and thorough pre-flight inspection must be performed prior to any flight. All damages or discrepancies not previously noted must be reported to the Company prior to departure. Failure to notify an authorized Company representative prior to acceptance and departure of the aircraft may result in damages being billed to the customer for any and all repairs to be completed.
2. When securing the aircraft, the aircraft should be properly secured and chocked to prevent movement. If available, control locks, pitot covers, and window shades should be installed when securing the aircraft. All trash must be removed from the aircraft.
3. A fee may be imposed by the Company at their discretion for any aircraft that is incorrectly secured. This includes aircraft that are incorrectly parked, improper securement (control locks, failure to chock or tie-down), any trash or excessive debris.
4. Damage to the aircraft (interior or exterior) will be billed to the customer for the cost of repair at the current rate.

5. Failure to return aircraft keys (due to loss or theft) will result in an additional cost to re-key the aircraft at current rates for parts/labor. Failure to return keys for any other reason will result in the customer being charged for cancelled flight time reserved for the aircraft until the key's return.

Cancellations, Delays, Underutilization, and No-Shows for Aircraft Rental/Lesson

1. Cancellations made within twenty-four (24) hours of the scheduled reservation starting time will be billed at half the reserved time at the posted aircraft rental rate. Aircraft may be cancelled without any charge for the aircraft within 24 hours if the weather (actual or forecasted) within one hour before to one hour after the scheduled departure or arrival times is below any of the following:
 - a. Basic VFR as described by 14 CFR 91.155
 - b. Local flights – weather at the departure point is less than 5sm of visibility, any ceiling reported below 2,500' AGL, crosswinds exceeding 10kts, or any surface winds exceeding 15kts.
 - c. Cross Country flights – weather at the departure, enroute, or arrival airports is less than 5sm visibility, ceilings reported less than 5,000' AGL, crosswinds exceeding 10kts, or any surface winds exceeding 15kts.
 - d. Student pilots – The student's authorized instructor may place limitations below those listed in this document. In any case where restrictions differ, the most restrictive will prevail.
 - e. Aircraft limitations – in any event that the aircraft's operating manual lists an operating restriction in relation to weather phenomenon that is lower than those listed, the most restrictive will prevail in conjunction with safe operation of the aircraft within posted limitations.

It is the responsibility of the renter to provide proof of actual or forecast weather to a representative of the Company if requested prior to release of the aircraft to the renter.

2. A \$150 no-show fee may be assessed to renters who do not show up for their flight and did not make any contact with an authorized representative of the Company more than 2 hours prior to the start of the scheduled reservation period.
3. If a renter is running late, it is the responsibility of the renter to contact the Company. Failure to advise the Company within 15 minutes after the beginning of the scheduled reservation time may result in the reservation being cancelled and the aircraft being released for the use of other students/renters. In this case, the original renter will be treated as a no-show and any applicable charges may be billed as stated above.
4. Every effort will be made to return the aircraft prior to the end of the reservation period. A \$50 late fee may be assessed for aircraft that are returned late and are not a result of maintenance or weather as described above. Repeated violations of this section may result in the suspension or revocation of authorization for rental with the Company. This shall be at the sole discretion of the Company.
5. Underutilization – students/renters are expected to use a minimum of 50% of the scheduled time. Repeated underutilization of the aircraft may result in the renter/student being billed for the delta between actual flight time and 50% of the scheduled time. Exceptions to this may be made for multi-day rentals. See company policy for multi-day rentals for details.
6. Any student who does not arrive for a scheduled lesson (no-show), or who fails to give at least 24 hours cancellation notice with any instructor may be charged for the instructor's time, at the instructor's discretion.

Expenses Incurred Away From Base

1. Aircraft fuel expenses incurred away from the aircraft's home base will be reimbursed at the actual rate up to a maximum price per gallon, which changes from time to time. Consult with the Company for the current rate prior to flight.
2. Original fuel receipts must be submitted at the conclusion of the rental. The company will accept fuel receipts up to seven (7) days after the flight. Fuel receipts received after seven (7) days after the flight will not be honored.
3. Expenses such as tie-down, hangar, lodging, alternative transportation, security, landing, or other similar fees are the customer's responsibility and will not be reimbursed. This includes expenses incurred due to mechanical failures of the aircraft.
4. Aircraft repairs or expenses, other than fuel, **MUST** be pre-authorized by the Company. Renters will be financially liable for all expenses not pre-authorized by the Company.

All day or Multiple Day Rentals

1. Must be approved by an authorized representative of the Company prior to scheduling.
2. "All Day" is defined as scheduling the aircraft more than five (5) hours in a single calendar day.
3. A minimum charge of three (3) flight hours per day will be billed for all-day or multi-day rentals in company aircraft. Example: a cross country trip of sixteen (16) consecutive days in the same aircraft with a total Hobbs time usage indicated at twenty-five (25) hours would be charged for forty-eight (48) hours of usage based on the three (3) hour per day minimum.
4. Advance payment of one-half (1/2) of the anticipated flight hours on any rental over five (5) hours is required. Some extended reservations will require advance payment of the full estimated aircraft rental charge before departure. This is at the sole discretion of the Company.

Aircraft Damage

1. No items are to be placed near the windscreen (windshield), or on top of the instrument panel glare-shield. Windscreens are easily damaged and scratched.
2. Do not use the aircraft glare-shield as a handhold to pull seats forward. This may result in damage to the instrument panel or result in the glare shield coming off of the instrument panel.
3. In the case of any aircraft accident, incident, or damage caused by pilot error or negligence, the renter agrees to pay the cost of repairs not covered by insurance.
4. Any damage found that is not reported to the Company after an aircraft has been released to a renter, but before the aircraft has been moved, is considered to have occurred during that rental period. In this case, the renter agrees to be bound by section three (3) of this section.
5. Maintenance expenses resulting from a member, pilot, or passenger carelessness, negligence, or improper operating procedures will be billed directly to the renter or pilot.
Examples include, but are not limited to:
 - a. Failure to turn off the aircraft master switch.
 - b. Failure to secure the aircraft resulting in damage.
 - c. Tires that are flat-spotted due to excessive braking or mishandled crosswind techniques.

Accessory Rentals

1. Headsets, handheld radios, GPS units, iPads, and other accessories may be available for rent (subject to availability) in addition to the aircraft. Damages or loss of rental accessories will be repaired or replaced at the renter's expense.

Aircraft Operations

1. All flights must be operated in accordance with Federal Aviation Administration (FAA) regulations, 14 CFR Part 61, Part 91, and if applicable Part 141.
2. No commercial operations, other than flight training are allowed in Company aircraft.
3. Aircraft operations are limited to paved runways at public airports unless authorized by an authorized representative of the company in advance.
4. All flights are to be conducted at altitudes in accordance with 14 CFR 91.119.
5. Touch and go's are only approved during training flights with a Company approved instructor in a seat with operating controls. In any case where a Company approved instructor is not at a station with operating controls, all landings must be to a full stop.
6. Prior to each flight, each renter must obtain a weather briefing in accordance with current FAA regulations/requirements.
7. No flight may depart when the crosswind component exceeds the demonstrated crosswind component noted in the aircraft's POH. If no demonstrated crosswind component is listed within the POH, a maximum crosswind component of 15kts shall be the limitation.
8. No flight shall take place (dual or solo) when the surface winds are, or are forecast to be, greater than 30kts during any portion of the flight.
9. No pilot or instructor may attempt to start an aircraft by hand-propping.
10. On the ground, a brake check is required as the aircraft begins moving.
11. At no time shall prop-blast/wash be permitted to enter into a hangar.

12. No aircraft shall be taxied into or out of any hanger under the engine's power.
13. While taxiing, a minimum wingtip clearance of five (5) feet will be maintained from any aircraft, structure, vehicle, or other ground object. A propeller clearance of at least ten (10) feet will be maintained from any aircraft, structure, vehicle, person, or other ground object.
14. At no time shall an aircraft be taxied across tie-down ropes, cables, chocks, or other ground securement device while the aircraft is under its own engine power. Failure to comply with this section may result in damages to the propeller, wingtips, tires, or other aircraft part.
15. A tow bar will be used when moving an aircraft manually on the ground. A tow bar shall never be unattended when connected to an aircraft.
16. When flying to, and within practice areas, announce your position and altitude on the locally recognized frequency to aid in traffic awareness.
17. Special care shall be taken just outside of the airport traffic patterns, and in the vicinity of common visual reporting points or navigation aids.
18. Landing lights shall be on during flight within 5nm of any airport, and while enroute to and from the practice areas. LED lighting systems can remain lit during all phases of flight and for all flight operations.
19. Spins may only be performed with a Company approved instructor designated and approved by the Chief Instructor for spin training. In any case, this authorized instructor shall be at a station with operating flight controls for the duration of the flight.
20. The use of any Company aircraft in formation flights is prohibited unless prior written permission from the Chief Flight Instructor/Owner has been obtained. In the absence of such authorization, all persons shall maintain a minimum separation of one-fourth (1/4) mile between aircraft at all times.
21. Flights are not permitted outside of the 48 contiguous states.
22. Fuel planning and cross country flights must plan for and maintain a minimum fuel reserve of one (1) hour, taking winds and other weather into consideration. Pilots shall stop at an intermediate airport whenever the estimated fuel reserve at the intended destination is calculated to be less than one (1) hour. For fuel consumption and endurance planning, gallons used per hour (GPH) calculations shall not be made with a value less than that indicated in the aircraft's POH.
23. Fuel will be visually verified by a calibrated fuel quantity stick prior to each flight. Fuel gauges are to be used as estimates only.
24. A flight plan is required to be filed and activated for all flights over 50nm from the departure airport. The use of flight following is highly encouraged where available.
25. The use of tobacco, or other nicotine products are prohibited within all Company-owned aircrafts. This includes the use of electronic cigarettes or other "vape" devices.
26. Any discrepancy involving the aircraft, whether concerning the airworthiness of the aircraft or not, shall be reported to the Company.
27. If a condition is involving the airframe, engine, or avionics is found that renders the aircraft unairworthy, the aircraft shall not be operated, and the condition shall be immediately reported to the Company.
28. When securing the aircraft after flight, the wheels shall be chocked. If chocks are not available, the aircraft shall be tied down using a three (3) point tie down system. All aircraft within a hangar are required to be chocked.
29. When away from the aircraft's designated parking location, both main landing gear tires shall be chocked.
30. The aircraft's parking brake should be used only if chocks are not available and shall only be used for temporary parking. The parking brake shall be disengaged prior to leaving any aircraft in a position where the aircraft may be towed by ramp personnel.
31. All trash shall and debris shall be removed from the aircraft upon return.
32. All persons shall comply with all applicable local, state, and federal laws/regulations, and all aircraft limitations.

Initial Checkout and Proficiency

1. No person may operate a company aircraft unless that person has been approved by a properly authorized Company instructor for flight in that particular make/model and variant, if applicable (i.e. unique avionics package).
2. Each person who rents an aircraft shall be required to complete a ground and flight proficiency check with a designated Company instructor each 12 calendar months to ensure flight proficiency, comprehension of applicable FAA regulations, and Company policies. This flight proficiency check will be held to the same standards as current Practical Test Standards (PTS)/ Airmen Certification Standards (ACS) for the certificate held.
3. Any FAA flight review or Instrument Proficiency Check (IPC), when conducted by a Company-approved instructor qualifies as an annual Company proficiency check.

4. Any new FAA pilot rating obtained as a result of a recommendation for FAA evaluation by a Designated Pilot Examiner (DPE) by a Company-approved instructor qualifies as an annual Company proficiency check.
5. An additional make or model aircraft checkout may qualify as a Company proficiency check if the instructor and pilot both agree in advance to include the annual Company proficiency check as a part of the aircraft checkout.

Recency of Experience

1. Student Pilots – Must have flown a minimum of two (2) flights in the preceding 30 days with a minimum of two (2) hours of flight time including three (3) takeoffs and landings to a full stop prior to any solo flight. If these requirements are not met, a student pilot must fly with a Company-approved instructor prior to any solo flight.
 - a) All Student Pilots must have a Company-approved instructor’s approval prior to any solo flight.
 - b) Solo flights conducted by student pilots require the presence of a Company-approved instructor or other Company official at the point of departure for the duration of the solo flight. Additional costs may be incurred for this time at the discretion of the instructor.
2. Private Pilots – In addition to recency of flight experience requirements as outlined in Federal Regulations, the following restrictions shall apply:
 - a) Less than 100 hours total time – a minimum of one (1) hour of flight time within the preceding thirty (30) days including three (3) takeoffs and landings to a full stop.
 - b) More than 100 hours total time- a minimum of one (1) hour of flight time within the preceding sixty (60) days including three (3) takeoffs and landings to a full stop.
3. Commercial Pilots - In addition to recency of flight experience requirements as outlined in Federal Regulations, the following restrictions shall apply:
 - a) Less than 1,000 hours total time – a minimum of one (1) hour of flight time within the preceding ninety (90) days including three (3) takeoffs and landings to a full stop.
 - b) More than 1,000 hours total time – Restrictions are limited to those imposed by recency of flight experience regulations as stated in Federal Regulations.
4. Instrument Rated Pilots - In addition to recency of flight experience requirements as outlined in Federal Regulations, any person wishing to operate a Company-owned aircraft in instrument flight conditions must complete an instrument proficiency check with a Company-authorized instructor.

Aircraft-Specific Checkouts

This section contains Company minimum requirements for any person to operate as pilot in command (PIC) of any Company-owned aircraft, when not accompanied by a Company-authorized instructor. Each aircraft make and model has a required written quiz that must be completed, along with the checkout flight. Pilots may apply for a waiver of these minimum requirements from the Chief Instructor/Owner based on the pilot’s experience. In any case, flight time in the make and model is required. *Note: Some aircraft may have additional requirements for solo flight. These requirements are found in the specific aircraft checkout documents.*

Minimum qualifications/requirements for each aircraft type:

1. Single engine, fixed (tricycle) gear, fixed propeller – Student pilot certificate or higher with appropriate endorsements (if a student pilot). Checkout in the aircraft make and model with the Company.
2. Single engine, retractable gear – Private pilot certificate or higher. 100 hours total flight time. Complex aircraft endorsement. 25 hours flight time in make and model or 10 hours of dual instruction in make and model with a Company-authorized instructor. Checkout in make and model.
3. Single engine, fixed (tricycle) gear, high performance – 200 hours total flight time. High performance endorsement. 25 hours flight time in make and model or 10 hours of dual instruction in make and model with a Company-authorized instructor. Instrument rating (must be instrument current in accordance with FAR’s). Checkout in make and model.
4. Single engine, retractable gear, high performance – 300 hours total flight time. High performance and complex endorsements. 25 hours of flight in a retractable gear aircraft and 10 hours of dual instruction in make and model with a Company-authorized instructor. Instrument rating (must be instrument current in accordance with FAR’s). Checkout in make and model.
5. Multi-engine, retractable gear – 500 hours of total flight time. High performance and complex endorsements. 100 hours of flight time in a retractable gear aircraft and 25 hours of dual instruction in make and model with a Company-approved instructor. Instrument rating (must be instrument current in accordance with FAR’s). Checkout in make and model.

Student Pilot Policies

1. Student pilots receiving primary flight training from a Company-approved instructor, are to be under the direct supervision of a Company-authorized flight instructor at all times.
2. FAA Regulations (Part 61, 91, and 141) required that each individual solo flight must have prior approval and proper signoff from their authorized instructor at the time of the flight. Blanket and absentee approvals are prohibited.
3. Student pilots may not make arrangements with instructors, other than their primary instructor, to approve a solo flight. The student's primary instructor must make arrangements with another Company-approved instructor to approve a student's solo in the primary instructor's absence.
4. The supervising instructor must be present with the student pilot for all solo flights and review the student's plans, weather (forecast and current) for the flight time, and other pertinent information prior to approving and endorsing a student for solo flight.
5. A student pilot must have flown a minimum of two (2) flights in the preceding thirty (30) days with a minimum of two (2) hours of flight time, including three (3) takeoffs and landings prior to solo flight. If any of these requirements are not met, the student must fly with a Company-authorized instructor prior to solo flight.
6. Student pilot solo flights shall not depart when actual or forecast surface winds exceed 16 knots, or a crosswind component exceeds 8 knots exists or is forecast to exist.
7. Ceiling and visibility limitations for student solo flights are as follows:
 - a) Traffic pattern operations – 5sm visibility, 2,500' ceilings
 - b) Local flights – 5sm visibility, 3,000' ceilings
 - c) Cross country flights – 6sm visibility, 5,000' ceilings
8. Student pilots may have more restrictive limitations noted within their solo endorsements as determined by their authorized instructor. In the case where limitations listed in the endorsements are more restrictive than those listed in this agreement, the endorsement shall prevail. In the case where the endorsement limitations exceed those in this agreement, the agreement limitations shall prevail.
9. No student shall depart on a solo flight if the runways at any airport of intended operation are reported to be icy, snow covered, contain patchy snow or ice, or where the runway braking action is reported less than good and/or the runway condition code is 4 or less (see AIM Figure 4-3-7).
10. All student solo cross-country flights shall depart with fuel tanks full. No departures shall take off with only minimum fuel aboard.
11. Each student cross-country flight must have an active flight plan that is approved by their instructor. This plan must be filed prior to departure and activated upon departure.
12. Solo flights by student pilots at night is prohibited.
13. Solo student pilots must use the full length of the runway for takeoff and landings. Land and hold short (LAHSO) operations are prohibited by FAR. Intersection departures are prohibited as a student pilot per this agreement.

Airport Access Badge (TRI Location Only)

1. The Tri Cities Airport location requires an airport access badge for solo rentals. For renters to be issued an access badge, they must complete and submit the required application. Renters must also pay a badge access fee and a refundable lost badge deposit. When/if approved for an access badge, the renter must also complete a class provided by TCAA Public Safety.
2. Badges must be worn at all times within the secure area of the airport.
3. Renters must be kept current, and surrendered upon demand of any TSA official, TCAA Police, or Company official.
4. Renters who have not rented an aircraft within 180 days must return the badge to TCAA Public Safety.
5. Student pilots will not have escort privileges and may not escort any individual within the AOA.
6. Badge deposits will be returned upon surrendering the access media within the TCAA Public Safety's established timeframe.
7. Abuse of badge privileges may result in the suspension or revocation of access media as determined by TCAA Public Safety and is at their sole discretion. Revocation of access to airport facilities may also result in the revocation of rental authorization at the Tri Cities location based on the Company's discretion.

Other Agreements

- 1) Renter agrees to use Company aircraft for their business and personal purposes and is in no way authorized to act as an agent of the Company. **Renter will not conduct flights for the purpose of giving flight instruction or any other commercial purpose unless specifically authorized by company in writing.**
- 2) Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated. Further, the Renter must possess a current FAA issued medical certificate appropriate for the type of operation to be conducted. Renter must have the appropriate pilots certificates, medical certificates, and photo identification on their person during flight.
- 3) Renter will provide background information to the Company of: (i) Any incident or accident, major or minor, they have ever been involved in whether or not Company aircraft was involved; (ii) Any action taken by Federal, State or Local authorities against their certificates.
- 4) Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in an unairworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.
- 5) Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including: preflight inspection, pre-engine startup, engine startup, taxi, takeoff, cruise, landing, engine shutdown, and post-flight.
- 6) Renter will ensure that the aircraft is operated with (i) proper quantity and type of engine oil (ii) proper octane of fuel; and (iii) adequate fuel is loaded for the intended flight.
- 7) Renter is responsible for the proper operation of all equipment in the aircraft.
- 8) Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103) for all flights.
- 9) Renter will never interfere with the operation of the Hobbs or tachometer of an aircraft. This includes: disconnection of wiring, pulling of fuses or circuit breakers, setting of flight controls into unsafe positions.
- 10) Renter agrees to operate the aircraft from the Pilot in Command (PIC) seat as the sole manipulator of the controls.
- 11) Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.
- 12) In the event of accident or incident involving company aircraft, Renter will act according to the tenets of NTSB Part 830; particularly:
 - a) Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
 - b) Notifying and cooperating with the proper Federal, State, and Local authorities.
 - c) Reporting the event to Company as soon as possible using the emergency communication protocol included with the aircraft documents.
 - d) Seeking to gather names and addresses of any witnesses to the event.
 - e) Preparation and filing of the required appropriate forms.
- 13) Renter agrees to pay for any claims or losses not covered by Company or Renter insurance policies.
- 14) Renters are strongly encouraged to obtain renters insurance. Renters may be held responsible for any and all damage to the aircraft that results from Renter's actions or negligence, including but not limited to, damage to tires and landing gear due to excessive braking or hard landings. Further, Renter may be held responsible for aircraft loss of use charges.
- 15) Renter agrees that if the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.
- 16) Renter expressly acknowledges personal liability to pay Company on demand:
 - a) Service and time charges computed at the applicable posted rates until said aircraft is returned to Morristown Flying Service, Inc.
 - b) Any loss or damage to the aircraft, its components, parts or equipment during the rental period.
 - c) The amount of any parking, tie-down, or hangar charges until the aircraft is returned to Morristown Flying Service, Inc.
- 17) Renter agrees that rented 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.

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- f) For any flight for which the Renter is not properly rated or certified.
 - g) For flight instruction unless specifically authorized by the operator.
- 18) Renter indemnifies and holds harmless Company against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action or judgment which may arise by reason or in connection with Renter's operation of Company aircraft under this agreement.
- 19) Company reserves the right to cancel this agreement at any time without prior notice to Renter.

Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions.

Having read and understood this agreement, I agree to all terms and conditions as set forth.

DATED:

_____ Renter's Signature

_____ Renter's Printed name

_____ Renter's Street Address

_____ Renter's Phone Number

_____ Renter's Identification Number, State, Issue, Expiration

_____ Company Representative Signature

_____ Company Representative Printed name