

### **AIRCRAFT RENTAL & TERMS OF USE AGREEMENT**

Aircraft Subject to Aircraft Rental Agreement: Any and all aircraft owned, leased, or otherwise operated, and offered for rental by ANGEL AVIATION, INC (ANGEL AVIATION).

Acceptance of Aircraft by Renter: Renter will preflight the aircraft prior to acceptance and shall immediately notify ANGEL AVIATION of any discrepancies, damage, or other conditions relating to the rental of the aircraft. If the Renter fails to provide such notice before accepting the aircraft, the Renter will be conclusively presumed to have accepted the aircraft in an airworthy condition.

## I. Flight Operations

- a) There will be NO landing on unapproved runways, (i.e., sand, dirt, gravel, grass, rivers, shorelines, etc.) except in emergencies or with prior authorization from ANGEL AVIATION management.
- b) Renter will comply with all Federal Aviation Regulations (FAR's) and State of Alaska and Arizona Regulations.
- c) Renter will operate aircraft in compliance with the procedures and limitations in the Pilot-Operating Handbook (POH).
- d) Renter will not extend the flaps until in the white arc. Except during an actual emergency.
- e) Renter will not give or receive flight instruction from non-ANGEL AVIATION personnel without prior authorization from ANGEL AVIATION management.
- f) Overnight rentals are permitted with prior approval. Terms and conditions will apply as directed by ANGEL AVIATION management.
- g) ANGEL AVIATION reserves the right to restrict, prohibit, and reschedule aircraft rentals as needed.
- h) During winter operations in Alaska Renter is responsible to plug in heaters, put the wing, tail and engine covers of rented aircraft back on immediately after the flight.

## II. Pilot Requirements

- a) Renter must have a current FAA medical and appropriate pilot certificate.
- b) Renter will meet FAA currency requirements for the flight they are conducting.
- c) Renter must provide their own Pilot supplies. (i.e., headset, fuel sample cup, fuel level dipstick, aeronautical charts, nav logs and chart supplements).



- d) A renter check-out at the current hourly rental rate with an ANGEL AVIATION instructor is required prior to the first rental.
- e) If renter has not flown with ANGEL AVIATION within 90 days, another checkout must be completed unless otherwise specified by ANGEL AVIATION.

### III. Maintenance and Return of Aircraft to ANGEL AVIATION

- a) Renter WILL be charged \$500 for the replacement of damaged tires (i.e., flat spots).
- b) Renter WILL be charged for any damage to the aircraft or items installed on the aircraft due to negligent use. (i.e., sun visors, headrests, but not limited to these items).
- c) Renter is responsible for removing all trash from aircraft and returning the aircraft in the same manner with which it was taken. If the aircraft is left disordered or professional cleaning is required, renter will be charged and billed accordingly.
- d) Renter will notify ANGEL AVIATION personnel as soon as possible if involved in an aircraft accident or incident.
- e) Renter will notify ANGEL AVIATION personnel if there is a maintenance problem at or away from an ANGEL AVIATION rental location.
- f) If there is a maintenance problem away from an ANGEL AVIATION's rental location, Renter will not leave the aircraft until arrangements are made with ANGEL AVIATION management.
- g) Renter will notify ANGEL AVIATION as soon as possible anytime a rental aircraft cannot be returned by the scheduled time. Failure to do so may incur additional charges.
- h) Renter is responsible to properly secure their aircraft at all times.

# IV. Liability for Damage to Aircraft

a) Renter agrees to pay ANGEL AVIATION for aircraft recovery charges, any damage or loss to a rental aircraft, including but not limited to loss of use, due to Renters negligence or misuse or any other cause occurring during the period the aircraft is in the possession and care of the Renter. If the Renter has rental aircraft insurance, ANGEL AVIATION will collect any sums due directly from the insurance carrier.

#### v. Cancellation

a) Renter is required to notify ANGEL AVIATION 24 hours prior to any cancellation.



Renter is subject to be charged for the scheduled reservation at the full rental rate (aircraft and instructor, as applicable).

#### VI. Block Rate

- a) Block Rate is a price-reduced program and applies when pre-paying for a minimum 10 hours of flight time prior to the first flight and cannot be shared/split between pilots.
- b) Block Rate may be used for all flight training and aircraft rentals. A positive account balance must be maintained to receive the Block Rate.
- c) Partial payments will not qualify towards the Block Rate. Payment must be for the full published block rate.
- d) If Block Rental hours are not completed within 30 days and a refund is requested, any billed flight time will revert to the current standard rental rate prior to any refund issued.
- e) Angel Aviation reserves the right to adjust all rates. Any change will take effect immediately regardless of the rate at the time of the Block Rate purchase.

# VII. Time Building

- a) Time Building is a price-reduced program designed for a CROSS COUNTRY FLYING ONLY and applies when pre-paying for a minimum of 10 hours flight time prior to the first flight and cannot be shared/split between pilots.
- b) Touch and go's, pattern work and flight training are strictly prohibited and will void the Time Building price agreement.
- c) Each Time Building flight must be greater than 4.0 hours when departing from Arizona or 2.5 hours when departing within Alaska.
- d) Single Engine Time Building requires a Renter checkout at the Standard Rental rate prior to your first Time Building flight.
- e) Multi-Engine Time Building requires an Angel Aviation Instructor, to fly with the renter at all times. The instructor must occupy a pilot/copilot seat.
- f) Time Building funds are Non-Refundable. Renter will have 15 days to complete the 10 hours of flight time. Extenuating circumstances beyond the control of the Renter, as approved by ANGEL AVIATION management may extend the time period. If hours are not completed within 15 days, any billed flight time will revert to the current standard rental rate and remaining funds will be available for your continued flying or training at the standard rental rate.



### VIII. Payment

- a) Payment for flight time is based on the FLIGHT HOBBS meter and is due either prior to conducting the flight or immediately following the return of the rental aircraft.
- b) Renter must have a valid Credit/Debit Card on file prior to aircraft rental to cover any outstanding account balance, associated fees when away from ANGEL AVIATION'S base airport/s to include, but not limited to landing and tie down fees, and any damages to aircraft. (Refer to Section IV-a)
- c) Renter will be charged a minimum of 50% of the reservation time or actual flight time, whichever is greater, when an aircraft is scheduled for 6 hours or longer.
- d) Fuel is reimbursed with original fuel receipt for amount paid up to, but not to exceed, current Angel Aviation price and will be deducted from the aircraft rental.
- e) All debit/credit card transaction will be charged a 4% processing fee.
- f) Any funds left on account after 30 days of deposit are non-refundable. Those funds will be available for your continued flying or training.
- g) Any account balance not paid in full after 30 days will be processed on the account's credit/debit card including the processing fee. If ANGEL AVIATION is unable to collect payment any balance due will be subject to a 5% late fee and sent to collection.

By his/her signature on this agreement, Renter agrees to all the terms and conditions contained herein and that all such terms and conditions shall apply to any and all aircraft rental periods. Renter agrees to any changes to future rental agreements unless they notify Angel Aviation within 30 days of their intent to terminate said agreements.

RENTER SIGNATURE:	DATE:
RENTER PRINTED NAME:	
IF SIGNING FOR A MINOR AND YOU ARE A LEGA	L GUARDIAN:
NAME OF MINOR/RENTER:	