

# MyFlight Operations Manual

## Revision 2.1

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Aircraft Scheduling: [scheduling@flymyflight.com](mailto:scheduling@flymyflight.com)

Normal Business Hours: 6am - 10pm Daily

# Summary of Changes

## September 2023

### Cancellation Policy: Added Sick Policy

Sick Policy: Members who are feeling ill and need to cancel lessons shall notify [scheduling@flymyflight.com](mailto:scheduling@flymyflight.com) **at the very latest** the night prior to the lesson.

- a. Members who cancel for feeling unwell are not subject to cancellation fees, but all activities within 72 hours following written notice will be canceled.

# Table of Contents

<b>Introduction</b>	<b>4</b>
Scope	4
MyFlight Staff Responsibility	4
Club Member Responsibility	5
<b>General Information</b>	<b>5</b>
Organization	5
Club Details	6
<b>Ground Operations</b>	<b>7</b>
Aircraft Fueling	7
Aircraft Oil	7
Starting	8
Secure Aircraft When Not In Use	8
Aircraft Care	8
Headsets	9
<b>Flight Operations</b>	<b>9</b>
Runway Requirements	9
Flight Restrictions	9
Scheduling	10
<b>Weather</b>	<b>10</b>
Weather Restrictions	10
<b>Maintenance</b>	<b>11</b>
Maintenance Policy	11
<b>Flight Instruction</b>	<b>12</b>
General	12
Checkride Policy	13
Cancellation Policies	13
<b>Rental Agreement</b>	<b>14</b>

# Introduction

## Scope

1. The Flight Operations Manual (FOM) outlines policies, procedures, and other information pertaining to MyFlight flight operations for the purpose of ensuring the highest level of safety, efficiency, and effectiveness for flight activity. It is the responsibility of each member, student, and MyFlight staff to operate in accordance with the provisions of this document.
2. It is recognized that not all possible situations can be foreseen. Unusual situations will be evaluated considering the circumstances and the judgment displayed by persons involved. Should any conflict occur between the contents of this manual and the compliance of any applicable state, local, or federal regulation, the law shall take precedence. However, MyFlight policy may in some cases be more restrictive in nature. In such cases, MyFlight policy shall be followed.
3. This manual does not override the authority, responsibility, and the best judgment of the pilot in command as set forth in 14 CFR 91.3.
4. Any pilot that exercises authority to deviate from MyFlight policy and/or any FAR must report to the Chief Instructor as soon as practical.
5. For situations other than those covered by the paragraphs above, authority to deviate from procedures in this manual resides with the Chief Instructor or the Flight Operations Manager and only in accordance with applicable laws or regulations.

## MyFlight Staff Responsibility

1. Instructors and other staff members of MyFlight must read, understand, and abide by the rules and procedures contained in this manual and procedural information published in separate formats.
2. In addition to specific policies and procedures established by MyFlight, all applicable Federal Aviation Regulations (FAR) must be adhered to strictly. Any infraction thereof shall warrant potential corrective action.
3. MyFlight staff shall strive to assist all members as they become familiar with the policies and procedures of this manual as well as applicable FARs. Furthermore, MyFlight staff members have a responsibility to ensure that all members and fellow employees act in accordance with this manual.
4. Instructors have final authority and responsibility over all actions performed during instructional flights. Flight instructors are held accountable for their students.
5. All MyFlight staff members and instructors are required to have access to imessage and foreflight.

## Club Member Responsibility

1. All members must read, understand, and abide by the rules and procedures contained in this manual and procedural information published in separate formats.
2. The responsibility of adhering to the club policies and procedures remains in place regardless of who may be accompanying the member on a particular flight. A student sitting for a practical exam with the FAA or designated pilot examiner is an example of this responsibility.
3. Failure to comply with MyFlight policies, procedures, and all applicable FARs shall warrant corrective actions and may include membership termination.

## General Information

### Organization

Listed below are the MyFlight Personnel who are responsible for the operations originating at MyFlight.

1. Director of Maintenance Operations (Chris)
  - a. Director of Maintenance Operations is responsible for coordinating all aircraft maintenance. They are available to instructors and club members to answer questions and provide clarification regarding aircraft maintenance and airworthiness.
2. Flight Operations Manager (Nick)
  - a. Flight Operations Manager is responsible for the efficiency and safety of all flight operations. Accelerated course bookings, coordination of FAA Designated Pilot Examiners, and keeping aircraft databases up to date are also at the responsibility of Flight Ops.
3. Chief Instructor (Austin)
  - a. Chief Instructor is responsible for the upkeep of the Training Course Syllabuses, training and standardization of the flight instructors. The Chief Instructor is available to all members to answer and provide clarification on operating procedures and training curriculum.
4. Flight Instructor
  - a. The flight instructor is responsible for providing direct instruction and supervision to club members.
5. Administration (Leah)
  - a. Administration is responsible for coordinating discovery flights and answering any questions for potential future members. All billing and scheduling matters are handled by the MyFlight's Administration team.

## Club Details

1. Fees
  - a. A one-time, non-refundable initiation fee of \$150 is required to join MyFlight LLC.
  - b. Membership dues are \$75.00 per month. Payment for membership dues shall be made by credit card on file. Please see the accompanying MyFlight payment policy document which further describes this policy.
  - c. All payments made to MyFlight must be made by the named MyFlight member. MyFlight will not accept payments from other individuals.
2. Maintaining Active Membership
  - a. To be PIC of an MyFlight aircraft you must be a current and active member and meet all of the following criteria:
    - i. You must have a current FAA Medical or BasicMed documents,
    - ii. Current Flight Review
    - iii. Completed an annual checkout. Unless otherwise authorized by the Chief Instructor, the MyFlight Annual Checkout must be conducted by a MyFlight approved instructor in the respective club aircraft. You will need to provide current documentation to MyFlight in the form of photocopies of logbook endorsements, certificates, etc. All online tests pertinent to the aircraft must be completed.
3. Membership Cancellation
  - a. If you want to go on inactive status you must notify MyFlight in writing at least 5 days prior to the 1st day of the month for which you wish to go inactive. Inactive membership dues are \$10.00 per month. Use of MyFlight aircraft is not allowed while on inactive status. To return to active status after being inactive the member must pay for any outstanding balance on their account. To resign from MyFlight you must notify us in writing at least 30 days prior to the 1st of the month to avoid membership dues for such month.
  - b. To terminate a membership you must notify us in writing at least 30 days prior to the 1st of the month to avoid membership dues for such month.
4. Billing
  - a. It is MyFlight policy to pay as you fly. Payment must be provided immediately after each flight by submitting an electronic tach sheet using Flight Schedule Pro. Please be sure you have a valid credit card on file with MyFlight before you begin your flight.
  - b. All payments made to MyFlight must be made by the named MyFlight member. MFT will not accept payments from other individuals.
  - c. Tach and Hobbs time must be logged through Flight Schedule Pro. Flight time will be billed based on the "Hobbs" time. It is the PIC's responsibility to verify the "Out" times prior to the flight. Should the times registered in FSP not be accurate, please note down "Out" and "In" times and send these to [flightops@flymyflight.com](mailto:flightops@flymyflight.com) after the flight.
  - d. MyFlight aircraft rental rates are "wet" rates for the DA-40 and DA-42. Renters are responsible for all fuel costs purchased off-base (away from Orlando Executive Airport); but will be reimbursed as a credit to FSP for fuel cost up to a

maximum of \$6.00 per gallon. After returning to Orlando Executive, verify the fuel level is at the fuel level required for the aircraft prior to requesting fuel.

- e. Members are able to deposit funds into their FSP account to take advantage of block rates and specials. These may only go towards rental charges, NOT instructor charges.
  - f. FSP ACCOUNT BALANCES ARE NON-REFUNDABLE under any circumstances.
  - g. Any questions regarding accounts or billing shall be emailed to [billing@flymyflight.com](mailto:billing@flymyflight.com).
5. Flight Instruction
- a. Any flight instruction given or received in MyFlight's aircraft must be with a MyFlight approved and authorized Certified Flight Instructor.

## Ground Operations

### Aircraft Fueling

1. Requesting Fuel
  - a. At Orlando Executive Airport pilots may contact Atlantic Aviation to request fuel service.
  - b. Jet A "-" (negative) is the preferred fuel for all MyFlight aircraft and shall be requested when available. At airports where Jet A "-" (negative) is not an option the approved fuel grades listed in Chapter 2 of the aircraft AFM are acceptable.
  - c. The pilot in command is encouraged to be present at the aircraft when the aircraft is being fueled. If an aircraft is to be parked at an FBO and the pilot in command leaves airport property at any time, fuel caps are to be locked to prevent improper fueling.
  - d. A fuel "top-off" limit in all DA-40s and DA-42s ends at the bottom of the tab hanging down from the filler neck. It is at the responsibility of the pilot in command to instruct the fueling personnel of the proper limit to prevent excessive pressure build-up and damage to the fuel tanks.
  - e. Any rental flight upon arrival back at ORL shall request fuel to the "tabs" through Atlantic Aviation.
2. Fuel Sampling
  - a. Fuel shall be sampled before EVERY flight.
  - b. Uncontaminated fuel may be returned to the fuel tank through the filler cap.
  - c. Contaminated fuel (fuel containing water or debris) shall be documented and shared with the Chief Instructor or Flight Operations Manager. If contaminated fuel is found the FBO who provided the fuel service shall be notified as well.

## Aircraft Oil

1. Aircraft oil is available as needed at the MyFlight operations office. Additional oil may be taken on a cross-country flight; however if the oil is not used, please return it to the operations office.
2. Members who have aircraft rentals scheduled to commence or end outside of normal operating hours may request oil to be placed in the baggage compartment ahead of time. The request shall be made either to the Chief Instructor, the Flight Operations Manager or the MyFlight info email.
3. Oil shall only be added to aircraft if a whole liter is able to be used. Partial liter additions are not permissible to prevent wasted unused oil from spoilage once opened.

## Starting

1. No pilot is permitted to start a club aircraft engine by use of an auxiliary power unit, or by swinging the propeller by hand. Unless approved and supervised by the Chief Instructor or MyFlight maintenance personnel.

## Secure Aircraft When Not In Use

1. MyFlight requires all aircraft to be properly secured at the conclusion of each flight. This includes pitot covers, gust locks, and stall warning plugs if applicable. The pilot in command is responsible for the aircraft through the end of their rental period or until the next rental has commenced, whichever occurs first (see pictures below).
2. If the pilot in command must leave the aircraft for any reason, the aircraft shall be tied down, chocked, and locked prior to leaving the ramp.
3. Any member who does not properly adhere to the securing aircraft procedures are subject to a \$500 fee for incidental damages.
4. Any member who is found taking home aircraft accessories (i.e. stall plugs, pitot covers, fuel sumps, checklists, etc.) are subject to a \$500 fine for replacement.





## Aircraft Care

1. Club members are responsible for the cleanliness of their aircraft at all times. Anything that is brought into the aircraft shall be removed at the end of the flight.
2. Any items left in the aircraft will be placed in the MyFlight Lounge for a week. Any lost items that have not been claimed within a week may be disposed of at the discretion of Management.
3. Trash bags are available in each aircraft and should be used to dispose of any trash regardless of who left it. When the trash bag appears to be full please be courteous and dispose of the full bag. If there is no trash bag in the aircraft, please notify the Chief Instructor or Flight Ops.
4. MyFlight reserves the right to charge members a cleaning fee of \$250 if excessive trash is found in an aircraft after a rental reservation.

## Headsets

1. Spare headsets, located in the MyFlight lounge, are available to all members.
2. If a headset is borrowed it must be signed out by a MyFlight member or instructor and returned at the end of the flight.
3. A \$150 fee will be charged to any member who does not return a borrowed headset. Headsets that are left in the airplane and are found damaged may also have a \$150 fee charged to the previous aircraft reservation.

# Flight Operations

## Runway Requirements

1. MyFlight Airplanes are prohibited from operating on unpaved runways or runways with less than 2000 feet of usable landing distance except when required for the safety of flight and in an emergency.

## Flight Restrictions

1. Student Pilot Certificate Operations:
  - a. No member who holds a student pilot certificate may begin a solo flight unless the flight has been approved by a flight instructor who is present at the airport.
  - b. Except with approval from the Chief Instructor, no member who holds a student pilot certificate may depart on a solo flight unless that student has flown with a MyFlight instructor within the previous 30 days.
  - c. Initial student pilot solo flights are encouraged to be conducted at KORL, however with approval from the Chief Instructor initial solo flights may happen at any towered airport in the Orlando area.
  - d. Members who hold a student pilot certificate are not permitted to conduct solo operations at X04 or KGIF.
  - e. Members who hold a student pilot certificate shall not practice simulated emergency approach to landings without an approved MyFlight instructor or an FAA examiner/inspector occupying the front seat of the aircraft.
  - f. Except with approval from the Chief Instructor, student solo flights must not depart before sunrise and must be on the ground before sunset.
  - g. Student solo flights are only allowed to meet the aeronautical experience required for a Private Pilot Practical Exam. Any additional solo flights may be approved by the Chief Instructor or Flight Ops.
  - h. Prior to solo, students must complete the MyFlight Dispatch form and submit it to Flight Ops for flight release.
2. Prohibited Airports
  - a. Prohibited airports: PIC shall not fly a MyFlight aircraft to an airport listed below without written authorization of MyFlight Management.

ICAO Identifier	Airport Name	City, State
KCDK	George T Lewis	Cedar Key, Florida
7FL6	Spruce Creek	Port Orange, Florida

## Scheduling

1. Members have the ability to make a reservation for any aircraft of their liking. MyFlight reserves the right to edit the aircraft assigned to a certain reservation for maintenance and overall efficiency.
2. Members who want to switch into a different aircraft for their reservation must get approval from Flight Ops or from the Chief Instructor if Flight Ops is unavailable.
3. Members with a student pilot certificate who wish to fly solo must have the flight scheduled at least 48 hours in advance.

## Weather

### Weather Restrictions

1. General
  - a. Dual and solo flight will be restricted or suspended when the Chief Instructor or management determines that conditions are potentially hazardous to flight activity.
2. Dual Flights
  - a. For instructors approved to teach in the Instrument Rating Course, no dual instruction flight may depart when the weather conditions are, or are forecasted to be, less than the ceiling and visibility required for an approach to the airport, as appropriate to the aircraft and the approach being used.
3. Solo Flight
  - a. No student shall depart on a solo flight unless the weather at Orlando Executive Airport is reported to be a ceiling of 3,000 feet, 10 miles of visibility, and crosswinds not to exceed 10 knots.
  - b. Flight restrictions are determined at the discretion of the instructor authorizing the solo flight. The airport with the most limiting conditions shall be used to determine the appropriate restriction for the flight.

# Maintenance

## Maintenance Policy

1. All aircraft must be in an airworthy condition before flying. Except with prior permission from the Chief Instructor, Director of Maintenance Operations, or the Flight Operations Manager, all installed equipment must be functioning properly before an aircraft can depart. Operations with inoperative equipment that has been properly deactivated and placarded in accordance with FAR 91.213(d) by MyFlight Maintenance or Management personnel is automatically permitted. It remains the responsibility of the pilot in command to ensure that the aircraft to be flown is in an airworthy condition.
2. Check the Aircraft Maintenance Status Record provided in each MyFlight aircraft to verify that the aircraft is airworthy with respect to its required maintenance intervals and inspections. You may check the maintenance of an aircraft by clicking on the “Squawks” icon on the MyFlight website or on Flight Schedule Pro. Operating a MyFlight aircraft that is not airworthy is a violation of FARs and any aircraft or liability insurance coverage provided by MyFlight would be deemed Null and Void. Members are then fully responsible for all damage or claims.
3. Any pilot who discovers an airworthiness discrepancy or item that affects mission capability, before, during or after flight shall ensure the aircraft is returned to the appropriate parking position on the ramp and make a report to the Director of Maintenance Operations, Chief Instructor, or Flight Operations Manager in as much detail as possible.
4. If items such as control lock, pitot cover, stall horn plug, fuel sump, or checklists are discovered missing during the preflight inspection, notify the Chief Instructor or Flight Ops at the conclusion of the flight.

## Flight Instruction

### General

1. All instruction is provided under Part 61 by approved flight instructors with MyFlight.
2. Upon enrollment, clients will be assigned to a primary instructor who will work with other MyFlight instructors. Clients may be assigned to multiple instructors, based on availability, unless explicitly requested otherwise to the CFI or Administration.
3. A student may request an instructor change in writing by emailing [scheduling@flymyflight.com](mailto:scheduling@flymyflight.com).
4. Students must complete minimum training course requirements as determined by MyFlight including ground instruction during every stage.

5. MyFlight provides a training outline, divided into stages for instructors to use as a guide with minimum ground and flight time. Completing stages with less than the minimum required time, requires approval from the chief pilot.
6. Instructors must submit a stage check request form prior to the first solo and prior to the checkride. The stage check/mock checkride must be completed with the chief instructor or designated check instructor.
7. To schedule pre-solo stage checks, following conditions must be met:
  - a. Students have completed and passed the pre-solo aeronautical knowledge written.
  - b. Student has completed and passed the PAR written exam.
  - c. Students meet all requirements under 61.87.
8. Checkrides must be scheduled by MyFlight Operations Management and only upon completion of the appropriate stage check. Instructors must only submit checkride ready students once following conditions have been met:
  - a. Students meet ALL aeronautical knowledge, and aeronautical experience requirements under the applicable regulation.
  - b. Instructor has deemed the student ready to pass the appropriate check-ride.
  - c. A check ride request form has been submitted from each instructor that took part in a student's training for the applicable course.
  - d. An oral stage check must be satisfactorily completed before completing the flight portion.
9. All flights are subject to having a completed preflight dispatch form completed prior to the flight.
  - a. For DUAL flights, the instructor is responsible to review preflight planning with the student. The preflight planning should be completed 30 minutes prior to the scheduled start time of the lesson.
  - b. SOLO flights must have the preflight planning form completed 1 hour prior to solo. Student pilots must have the preflight reviewed by the Chief's office prior to walking out to the plane. Staff will also review endorsements and required documents prior to flight.

## Checkride Policy

1. MyFlight utilizes FAA Designated Pilot Examiners to conduct check rides for all levels.

2. MyFlight does not pay DPE's directly, unless agreed upon in writing, by MyFlight management, prior to training start.
3. DPE sets individual prices and payment policies. Fees and payment policy will be communicated at least 48 hrs prior to the checkride.
4. All checkrides are subject to a 24hr cancellation policy, no matter the reason. The DPE will contact the student directly for coordination.

## Cancellation Policies

2. All activities (Ground and Flight Training) have a 24hr cancellation policy for any reason. All cancellations must either be sent to the instructor, or to the scheduling department.
3. Cancellations within 24hrs are classified as "no-shows." Students may appeal a "no-show" with management to determine if the cancellation was "valid". Subject to review, by management, MyFlight will determine if the cancellation was "valid" or remains classified as a "no-show." No shows are subject to the following cancellation fees:
  - a. 1st No-Show: No Fee Applied
  - b. 2nd No-Show: 2hrs of instruction time will be charged.
  - c. 3rd and further no-show's: 2hrs of Instruction Time + 2.0 hrs of plane rental.
4. Sick Policy: Members who are feeling ill and need to cancel lessons shall notify [scheduling@flymyflight.com](mailto:scheduling@flymyflight.com) **at the very latest** the night prior to the lesson.
  - a. Members who cancel for feeling unwell are not subject to cancellation fees, but all activities following 72 hours after written notice will be canceled.
5. If a flight lesson cannot be started/completed, the lesson must be switched to a ground lesson, unless specifically requested and petitioned to MyFlight management.
6. If the student rejects a change to a ground lesson when recommended by the instructor, this will be counted as a "No-Show" and will be charged as listed above.

## Rental Agreement

1. Rental of Aircraft: Pilot in Command/renter hereby rents the aircraft and agrees to the terms of this agreement when an aircraft is reserved. The Pilot in Command/renter also agrees that he/she will not operate an aircraft unless he/she received an initial check-out and sign off by an authorized certified flight instructor who is approved by the MyFlight LLC.
2. Rental Period: The rental period shall be specified in the "Aircraft Rental Agreement Form" and Hobbs out/in (tenths of an hour) readings shall determine usage on the DA20, DA40, DA42, and C172.

3. Rental Fee: Renter agrees to pay MyFlight a fee for use of the aircraft. The rental fee is due immediately at the end of the rental period. MyFlight rental rates are “wet” rates, which include fuel for the DA40 and DA42. Renter is responsible for all fuel costs purchased off-base (away from Orlando Executive Airport); but will be reimbursed for fuel cost up to a maximum of \$6.00 per gallon. After returning to Orlando Executive, ensure that the aircraft is at the required fuel level to be topped off.
  - a. Multiday Trips: If the aircraft is on an extended trip of more than one day, the renter will be charged a minimum of 3 (three) hours of hobbs time for each calendar day that the airplane is used. The renter will be charged the greater of the total tach time used or hobbs time, or three hours per day that the airplane was used, whichever is higher.
4. Pilot in Command: The Pilot in Command/renter shall be the sole pilot of the aircraft and shall not allow any other person to fly or operate the aircraft unless they are an approved MyFlight instructor.
5. Certificates: The Pilot in Command/renter must comply with the certification and currency as outlined in Federal Aviation Regulations Chapter 61 (Certification of Airmen) indicating valid licenses, ratings, medical certificate, and recency of experience. Documents must be current and valid in Flight Schedule Pro.
6. Preflight, Checklists, & Weather: The Pilot in Command/renter shall operate the aircraft under the Federal Aviation Regulations Chapter 91 that apply to each individual flight.
7. Accidents and Incidents: The Pilot in Command/renter shall report to MyFlight all accidents, incidents, mishaps, or physical damage to the aircraft within 2 hours of the event and shall comply with the reporting requirements of applicable Federal Aviation Regulations. A written statement describing the incident and damages along with photographs shall be emailed to [flightops@flymyflight.com](mailto:flightops@flymyflight.com).
8. Runways: The Pilot in Command/renter shall land only at hard-surfaced runways or runways with greater than 2000 feet of usable landing distance, except in an emergency, or by pre- approval by the Chief Instructor. Such authorization must be noted in the pilot’s logbook and a copy of the authorization must be on file with MyFlight.
9. Prohibited Activities: Unless by specific approval in writing by MyFlight, aircraft shall not be used:
  - a. to carry persons or property for hire
  - b. in any race, test, contest, or aerobatics
  - c. to carry any illegal substance or alcoholic beverage
  - d. for any commercial activity other than flight instruction
  - e. to give or receive flight instruction by a flight instructor NOT authorized by MFT.

10. Condition of Aircraft: The Pilot in Command/renter hereby acknowledges that, MYFLIGHT IS NOT THE MANUFACTURER OF THE AIRCRAFT, NOT THE MANUFACTURER'S AGENT, AND THAT MFT 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 MATERIALS IN THE AIRCRAFT.
11. Sublease/Assignment: The Pilot in Command/renter agrees not to sublease the aircraft or assign this agreement without the prior written approval of MyFlight.
12. Alterations: The Pilot in Command/renter agrees not to make any additions, alterations, or improvements to the aircraft without the prior written approval of MyFlight.
13. INDEMNITY AND DISCLAIMER OF LIABILITY: THE PILOT IN COMMAND/RENTER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS MFT AND/OR ITS CONSTITUENTS (I.E. ITS OFFICERS, DIRECTORS, ADVISORS, EMPLOYEES, MYFLIGHT AUTHORIZED FLIGHT INSTRUCTORS, AND THE OWNERS OF THE AIRCRAFT UTILIZED BY MFT) FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, BUSINESS INTERRUPTIONS, DELAYS, LOSSES, CLAIMS, JUDGMENTS OF ANY KIND WHATSOEVER, INCLUDING ALL COSTS, ATTORNEY'S FEES, AND EXPENSES INCIDENTAL THERETO, WHICH MAY BE SUFFERED BY, OR CHARGED TO, MYFLIGHT AND/OR ITS OFFICERS AND DIRECTORS by reason of any loss of or damage to any property, or injury to or death of any person, arising out of or by reason of any breach, violation or non-performance by the Pilot in Command/renter of any covenant or condition of the agreement or by any act or failure to act as the Pilot in Command. MyFlight and/or its officers and directors shall not be liable for its failure to perform under this agreement for any loss, injury, damage or delay of any nature whatsoever resulting from, or caused by any, act of God, fire, flood, accident, strike, labor dispute, riot,insurrection, war, or any other cause beyond MyFlight's control.
14. Damage to Aircraft: At the termination of the rental period, the Pilot in Command/renter shall return the aircraft to MyFlight at the same location where it was rented in the same condition as when received, accepting reasonable wear and tear. If the aircraft sustains uninsured damage, the Pilot in Command/renter shall be liable for these amounts to include, but not limited to, recovery and /or ferry or incidental transportation expenses. In any event, the Pilot in Command/renter shall bear the cost of any applicable deductibles and amounts more than policy coverage for all loss and damage sustained to the aircraft during the rental period. In addition, the Pilot in Command/renter shall pay MyFlight all expenses incidental to the recovery of and return of any damaged aircraft to the aircraft's home base.
15. Emergency Repairs: Emergency repairs shall be defined as repairs to the aircraft, which, due to statute, regulations, mechanical failure, or damage, should be made to the aircraft before further flight. Should the aircraft require emergency repairs, the Pilot in Command/renter shall comply with the following procedures:



- a. Contact MyFlight for instructions;
  - b. If no contact can be made and repair can be affected for One Hundred Dollars (\$100.00) or less, the Pilot in Command/renter may authorize and make payment for the repairs, for which he/she will be reimbursed by MyFlight. The following MyFlight policies will apply to all equipment malfunctions:
    - i. The renter is responsible for the costs associated with the aircraft flight time back to the aircraft's home base from the point of equipment malfunction and/or repair.
    - ii. It is preferred that the MyFlight renter remains with the aircraft until repairs can be completed. If the renter is unable to remain with the aircraft until the repairs are complete, the renter is responsible for costs associated with his/her transportation expense. Financial responsibility for the costs for retrieving the aircraft will be at the discretion of MyFlight and may be deemed to be the responsibility of the renter.
    - iii. For all instances involving delays due to equipment malfunctions, all miscellaneous expenditures such as meals, hotels, rental cars, etc. shall be the responsibility of the renter.
16. Default: If the Pilot in Command/renter defaults in the performance of any of his/her obligations under this agreement, then MyFlight shall, at its option, and without further notice, have the right to terminate the agreement and to repossess the aircraft using such force as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Pilot in Command/renter expressly waives the service of any notice. Exercise by MyFlight of its rights shall not prejudice MyFlight's right to pursue any other remedy in law or equity, including recovery of expenses, costs and reasonable attorney fees incurred in enforcing the terms and conditions of this agreement.
17. Governing Law, Jurisdiction, & Venue: This Agreement shall be construed in accordance with the laws of the State of Florida, and of the United States of America. Jurisdiction and Venue for any litigation concerning this Agreement shall be in Orange County, Florida.
18. Relationship of Parties: Pilot in Command/Renter shall never at any time during the term of this agreement become the agent of MyFlight and MyFlight shall not be responsible for the acts or omissions of the Pilot in Command/Renter, his/her agents, or services.
19. Remedies Cumulative: The rights and remedies with respect to any of the terms and conditions of the agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.
20. Integration: This Agreement constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreement between the parties

related to the renting of the aircraft. Any change or modification thereof must be in writing and signed by both parties. It is anticipated that future revisions to this agreement may become necessary and that if such changes are made by the MyFlight officers with proper notification to MyFlight, then the revised agreement shall be effective on all parties and any member's continued membership in the MyFlight constitutes the member's agreement to the revised agreement.

21. Waiver: The waiver by either party of any covenant or condition of this agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
22. Successors Bound: This Agreement shall be binding and shall insure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.
23. Survivability: Should any portion of this Agreement be found unenforceable; the remainder shall survive the stricken material intact.