

# MyFlight Flight Training, LLC

## Aircraft Rental Agreement

- 1. Rental of Aircraft:** Pilot in Command hereby rents the aircraft and agrees to the terms of this agreement when an aircraft is reserved. The Pilot in Command 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 Flight Training, LLC (hereinafter referred to as MFT).
- 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 C182, DA40, and C172.
- 3. Rental Fee:** Renter agrees to pay MFT a fee for use of the aircraft. The rental fee is due immediately at the end of the rental period. MFT rental rates are “wet” rates, which include fuel for the DA40, 182, and 172. 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. Multiday Trips: If the aircraft is on an extended trip of more than one day, the renter will be charged a minimum of 1 (one) 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 two hours per day that the airplane was used, whichever is higher.
- 4. Pilot in Command:** The Pilot in Command shall be the sole pilot of the aircraft and shall not allow any other person to fly or operate the aircraft. The Pilot in Command must be an active member of MFT.
- 5. Certificates:** The Pilot in Command 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.
- 6. Preflight, Checklists, & Weather:** The Pilot in Command 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 shall report to an MFT board member 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.

8. **Runways:** The Pilot in Command 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 an MFT authorized flight instructor who is approved by MFT. Such authorization must be noted in the pilot's logbook and a copy of the authorization must be on file with MFT.
9. **Prohibited Activities:** Unless by specific approval in writing by MFT, club aircraft shall not be used:
- to carry persons or property for hire
  - in any race, test, contest, or aerobatics
  - to carry any illegal substance or alcoholic beverage
  - for any commercial activity other than flight instruction
  - to give or receive flight instruction by a flight instructor not authorized by MFT.

10. **Condition of Aircraft:** The Pilot in Command hereby acknowledges that, MFT 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 agrees not to sublease the aircraft or assign this agreement without the prior written approval of MFT.

12. **Alterations:** The Pilot in Command agrees not to make any additions, alterations, or improvements to the aircraft without the prior written approval of MFT.

13. **INDEMNITY AND DISCLAIMER OF LIABILITY:** THE PILOT IN COMMAND AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS MFT AND/OR ITS CONSTITUENTS (I.E. ITS OFFICERS, DIRECTORS, ADVISORS, EMPLOYEES, MFT 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, MFT 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 of any covenant or condition of the agreement or by any act or failure to act as the Pilot in Command. MFT 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 MFT's control.

14. **Damage to Aircraft:** At the termination of the rental period, the Pilot in Command shall return the aircraft to MFT 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 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 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 shall pay MFT 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 shall comply with the following procedures: (a) Contact MFT 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 may authorize and make payment for the repairs, for which he/she will be reimbursed by MFT. The following MFT policies will apply to all equipment malfunctions:

- The member 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.
- It is preferred that the MFT member remains with the aircraft until repairs can be completed. If the member is unable to remain with the aircraft until the repairs are complete, the member 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 MFT board of directors and may be deemed to be the responsibility of the member.
- 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 member.

**16. Default:** If the Pilot in Command defaults in the performance of any of his/her obligations under this agreement, then MFT 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 expressly waives the service of any notice. Exercise by MFT of its rights shall not prejudice MFT'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 shall never at any time during the term of this agreement become the agent of MFT and MFT shall not be responsible for the acts or omissions of the Pilot in Command, 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 hereof 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 MFT officers or board of directors with proper notification to the MFT members, then the revised agreement shall be effective on all parties and any member's continued membership in the MFT 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.

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**Pilot in Command / Member**

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**Date**

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**MyFlight Flight Training, LLC  
Date (Current Officer or Director)**