

Aircraft Rental Agreement

Gilded Gull Aviation LLC

This **AIRCRAFT RENTAL AGREEMENT** ("Agreement") is made this

(month) _____ (day) _____ (year) _____ by and between **Gilded Gull Aviation LLC** and

("Pilot") (first) _____ (last) _____

Address: (street) _____ (city) _____ (state) _____ (zip) _____

Phone number: (Mobile) _____ (home) _____

E-mail address: _____

This Agreement provides information to all pilots renting aircraft from Gilded Gull Aviation LLC and governs the rental of aircraft and provision of other services by Gilded Gull Aviation LLC to the Pilot.

In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

I. **Payment.** Payment is due when services are rendered. Gilded Gull Aviation LLC accepts cash, checks, Visa, MasterCard, American Express, and Discover cards payment for services rendered. All checks returned for "Insufficient Funds" will incur a service charge in the amount of \$35.00 per check in addition to the cost of services rendered.

- a. **Unpaid balances & Other Fees.** The pilot authorizes Gilded Gull Aviation LLC to charge unpaid balances to the credit card listed in this agreement.
- b. **No Show fees:** The pilot authorizes Gilded Gull Aviation LLC to charge a no show fee as stated in the flight procedures below for each scheduled flight that is missed to the credit card listed in this agreement.

II. **Insurance.** All pilots operating its aircraft without an Gilded Gull Aviation LLC authorized flight instructor are to carry aircraft renters insurance with minimum limits of \$50,000.00 in liability coverage and \$100,000.00 in hull coverage.

- a. **Aircraft.** In order to rent an aircraft from Gilded Gull Aviation LLC all pilots are required to complete an aircraft operational check flight with an authorized Gilded Gull Aviation LLC flight instructor every 90 days.
- b. **Damage.** The Pilot agrees to pay for any and all damage to the aircraft as a result of Pilot's use of the aircraft exclusive of normal wear and tear. It is the Pilot's sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment which is being rented to the Pilot.

The Pilot may also be responsible for any liability to other persons, and any costs, damages, losses, including loss of use and attorney fees arising in connection with use of an aircraft.

III. **Flight Instruction.** Only Instructors authorized by Gilded Gull Aviation LLC are allowed to provide flight instruction in Gilded Gull Aviation LLC aircraft. A breach of this policy will result in loss of rental privileges of Gilded Gull Aviation LLC aircraft.

Pilot Initials: _____

Aircraft Rental Agreement

Gilded Gull Aviation LLC

- IV. **Hold Harmless.** The Pilot hereby agrees to indemnify and hold Gilded Gull Aviation LLC harmless against any liabilities, claims or damages which result from/or are in connection with Pilot's rental of an aircraft pursuant to this agreement; and the Pilot also agrees to be responsible for the payment of any damages caused to Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot's possession and use.
- V. **Compliance with Regulations.** The Pilot hereby agrees to comply with all Federal Aviation Regulations at all times. The Pilot further agrees that the aircraft shall only be operated in accordance with all Federal, State, and Local laws and regulations.
- VI. **Maintenance.** Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to Gilded Gull Aviation LLC Staff in person or by e-mail or phone. Any maintenance related action required away from home base (*KUUU, Newport State Airport*) requires prior authorization from Gilded Gull Aviation LLC management. Current telephone numbers and e-mail addresses are located in the aircraft.
- VII. **Emergencies.** Pilot agrees to immediately report all accidents and incidents—major and minor, along with any names and addresses of witnesses, and involved parties. In accordance with NTSB rules, pilot will not allow the aircraft to be moved unless expressly authorized to do so by Gilded Gull Aviation LLC or NTSB. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact Gilded Gull Aviation LLC as necessary in accordance with NTSB requirements.
- VIII. **Flight procedures & Handling of the Aircraft.** Pilot agrees to comply with all procedures listed in the *Flight Procedures/Handling of Aircraft* addendum. A copy of the addendum will be kept in the aircraft to facilitate Pilot compliance.
- IX. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding.
- X. **Amendment.** Gilded Gull Aviation LLC may amend this Agreement as required.
- XI. **Certification.** Pilot certifies that all information provided to Gilded Gull Aviation LLC is true and correct.

Aircraft Rental Agreement

Gilded Gull Aviation LLC

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

Gilded Gull Aviation LLC

Pilot: _____ (Printed name)

_____ (Signature)

_____ (Date)

Pilot Information:

Primary Phone # _____

Alternate Phone # _____

Address: _____

Emergency Contact: _____

Relationship: _____

Contact Phone: _____

Credit Card: (Circle) **Visa** **MasterCard** **Amex** **Discover**

(Number) _____ (Expiration Date) _____ (CCV) _____ (ZIP) _____

NEWPORT AVIATION

Pilot Initials: _____

Aircraft Rental Agreement

Gilded Gull Aviation LLC

Flight Procedures/Handling of Aircraft

1. **Preflight briefing.** The Pilot will obtain an FAA approved pre-flight briefing covering weather, NOTAMs, and TFRs from flight service or online services prior to each flight per the FARs.
2. **Handling of Aircraft.** With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures. Any damage, un-airworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to Gilded Gull Aviation LLC **PRIOR TO FLIGHT**.
 1. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. Any damage found, must be reported to Gilded Gull Aviation LLC immediately and prior to leaving the ramp. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to Gilded Gull Aviation LLC will result in termination of flying privileges with Gilded Gull Aviation LLC.
3. **Aircraft Flight Time.** The Pilot is responsible for checking the current Tachometer & Hobbs time prior to flight, *rounded up to the next highest tenth when the aircraft is shut down and the meter(s) display is between digits on the tenth hour*, on the aircraft flight log. Hobbs differences found prior to starting the aircraft must be immediately reported to Gilded Gull Aviation LLC Staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft flight log, *rounded up to the next highest tenth*, the ending Tachometer & Hobbs time after shutting down the aircraft.
4. **Master Switch.** The Pilot is responsible for leaving the aircrafts Master Switch in the OFF position after each flight. If the Master Switch is left in the "On" position and the battery becomes drained and needs to be recharged the Pilot will be charged \$85.00 to cover the cost of a battery recharge. If the Pilot leaves the Master Switch in the "On" position more than one time the Pilot's rental privileges may be revoked and the Pilot will be required to take an Aircraft Operational Check Flight with an authorized Gilded Gull Aviation LLC instructor to reinstate the Pilots rental privileges.
5. **Securing the Aircraft.** It is the Pilots responsibility to secure the aircraft at the end of each flight using all means provided by Gilded Gull Aviation LLC (*Tie down ropes, Gust locks, Cowl plugs, etc.*). The Pilot may be charged a \$30.00 aircraft-securing fee for failure to comply with this procedure.
6. **Cleanliness.** It is the Pilots responsibility to ensure that the aircraft interior is left in a clean condition after each flight. The Pilot may be charged a \$75.00 cleaning fee for failure to comply with this procedure.
7. **Food/Drinks in Aircraft.** Food & Drinks (*other than water*) are strictly **PROHIBITED** in all Gilded Gull Aviation LLC Aircraft. The Pilot may be charged a \$75.00 cleaning fee for failure to comply with this procedure.
8. **Smoking in and around Aircraft.** Smoking within a 100' radius and inside of all Gilded Gull Aviation LLC Aircraft is strictly **PROHIBITED**. If it is found that a Pilot or passenger of the Pilot has smoked inside of the aircraft the Pilot will lose all rental privileges and be charged a \$750.00 fumigation fee.

Aircraft Rental Agreement

Gilded Gull Aviation LLC

9. **Flight Planning.** Gilded Gull Aviation LLC recommends that the Pilot always file a flight plan with FSS. All student pilots **MUST** file and open a flight plan with FSS for any flight over 50 nautical miles.
10. **Weight & Balance.** Prior to each flight the Pilot shall ensure the aircraft is within proper weight and balance requirements specified by the manufacturer of said aircraft.
11. **Landing & other fees.** The Pilot is responsible for settling all fees associated with landing, tie-down, handling, and/or any other fees incurred en-route or at the Pilot's flight destination at the time they are incurred. If not settled at that time, the Pilot will be charged said fees incurred at other places other than the aircraft's home base plus an additional processing fee of \$25.00 for failure to comply with this rule.
12. **Other than Hard surface runways.** Unless the Pilot has received flight & ground training and a written endorsement from an authorized Gilded Gull Aviation LLC instructor, the Pilot is **NOT ALLOWED** to conduct takeoff/landing or flight operations at these airports. "Other than Hard surface runways" include, but are not limited to: grass, turf, unimproved, unpaved, gravel and/or any other unstable surface.

Flight Procedures/Handling of Aircraft

13. All Airports.

It is the Pilot's sole responsibility to comply with all FARs concerning runway takeoffs/landings.

1. **Student Pilots.** Unless the Student Pilot has received flight & ground training and a written endorsement from an authorized Gilded Gull Aviation LLC instructor, the Student Pilot is **NOT ALLOWED** to conduct any

takeoff/landing or flight operations on runways shorter than 3000' in length and 50' in width.

2. **Private Pilots.** Unless the Private Pilot has received prior approval from an authorized Gilded Gull Aviation LLC instructor, the Private Pilot is **NOT ALLOWED** to conduct takeoff/landing or flight operations on runways shorter than 3000' in length and 50' in width.

3. **Exception for Emergencies.** Notwithstanding any other provision in this agreement, all Pilots shall comply with all FARs and the aircraft manufacturer's guidelines and any other laws regulating flight procedures in the event of an emergency.

14. Flight Currency.

It is the Pilot's sole responsibility to comply with all FARs concerning currency.

Pilots shall complete a minimum of 3 takeoffs/landings to a full stop every 45 days in each aircraft to be rented to maintain flight currency for rental privileges at Gilded Gull Aviation LLC.

In order to maintain or restore rental flight currency that has expired the Pilot will be required to take an Aircraft Operational Check Flight with an authorized Gilded Gull Aviation LLC instructor every 90 days.

15. Night Flight.

1. **Student Pilots.** Unless the Student Pilot has received flight & ground training and a written

Aircraft Rental Agreement

Gilded Gull Aviation LLC

endorsement from an authorized Gilded Gull Aviation LLC instructor, the Student Pilot is **NOT ALLOWED** to conduct takeoff/landing or flight operations at night.

2. **Private Pilots.** Unless the Private Pilot has received prior approval from an authorized Gilded Gull Aviation LLC instructor, the Private Pilot is **NOT ALLOWED** to conduct takeoff/landing or flight operations at night.

16. **Extended Rental.** Aircraft operated by Gilded Gull Aviation LLC may be rented for blocks over 2 hours with management approval. Rentals over 2 hours have a minimum billing of 1.0 hours of aircraft time per 2.0 hours of reserved aircraft time.
17. **Operations.** The Pilot may only rent aircraft in which they have satisfactorily completed an Aircraft Operational Check Flight with an authorized Gilded Gull Aviation LLC instructor. **THE PILOT WILL NOT CONDUCT ANY COMMERCIAL AERONAUTICAL OPERATIONS INCLUDING FLIGHT INSTRUCTION IN ANY AIRCRAFT RENTED FROM AIR VENTURES FLYING SCHOOL LLC.** Except for pilots receiving flight training towards certification as a CFI or a CFI and/or associated ratings, the Pilot will only fly the aircraft from the left seat. It is the Pilot's sole responsibility to complete all pre/post flight inspections and flight procedures. The Pilot will not allow anyone else to complete any pre/post flight inspections or otherwise secure or fly the aircraft. The Pilot will make all takeoffs/landings to a full stop; "Touch and Go" landings are **PROHIBITED** unless an authorized Gilded Gull Aviation LLC flight instructor is on board. Student Pilots operating the aircraft for the solo portion of their training are **PROHIBITED** from carrying passengers. Student Pilots operating the aircraft for the solo portion of their training must adhere to all limitations on their solo endorsements.
18. **Late arrival & No shows.** The Pilot is directly responsible for the late return of an aircraft that impacts other scheduled flight or lesson time, if the Pilot returns late they will be charged for the overage in time at the normal rental rate and if it is a flight lesson the normal rate to a maximum charge of \$3,000.00. The Pilot agrees to provide a minimum of 24 hours notice of cancellation of a scheduled flight. In the event Pilot provides less than 24 hours notice of cancellation, Gilded Gull Aviation LLC reserves the right to charge a cancellation fee of \$50.00. If Pilot will be more than 30 minutes late, Pilot agrees to contact Gilded Gull Aviation LLC. If Pilot is more than 30 minutes late and fails to contact Gilded Gull Aviation LLC, Gilded Gull Aviation LLC shall consider the Pilot a "no show." In the event of a "no show", Gilded Gull Aviation LLC reserves the right to rent any aircraft for the Pilot's scheduled flight time and Pilot shall be charged for 1.5 hours of aircraft rental time at the current rental rate for said scheduled flight constituting a "no show".
19. **Aircraft Keys.** The Pilot is responsible for the timely return of the aircraft keys. If the Pilot loses or misplaces the aircraft keys he/she will be charged a \$75.00 key replacement fee.
20. **Aircraft Malfunctions.** If during the course of a rental flight the aircraft suffers a malfunction not due to Pilot error and becomes un-airworthy for either continued flight or the planned operation (*VFR, IFR, Night, etc.*) Gilded Gull Aviation LLC shall provide the renter only a means to return to home base (*KUUU, Newport State Airport*) limited to reimbursement of the lesser of: the amount equal to the flight time calculated from Pilot's location back to home base or \$400.00. Gilded Gull Aviation LLC shall not be responsible for incidental travel or other expenses incurred by the Pilot or their passengers. The Pilot shall be responsible for all rental charges incurred prior to the malfunction.

Aircraft Rental Agreement

Gilded Gull Aviation LLC

- 21. Adverse Weather.** It is the Pilots responsibility to ensure that the current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to (*KUUU, Newport State Airport*) then it is the Pilots responsibility to remain with the aircraft until it is safe to return. Gilded Gull Aviation LLC will not be responsible for incidental travel or other expenses incurred by the Pilot. At the Pilot's discretion, Gilded Gull Aviation LLC will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by Gilded Gull Aviation LLC in returning the aircraft to the (*KUUU, Newport State Airport*) in addition to the rental charges for the aircraft.
- 22. Fuel.** Aircraft operated by Gilded Gull Aviation LLC are rented "dry" meaning the fuel price is not included in the rental cost. At the termination of each flight it is the pilots responsibility to return the airplane fueled to "TABS", each filler neck tab indicates 18 gallons. The airplane must be returned with a total of 36 gallons minimum.

If the aircraft is fueled above the minimum required return level no refund or credit will be given.

If an aircraft is returned with less than "TABS" or 36 total gallons of fuel the pilot will be charged a \$100.00 refueling fee plus the total cost of fuel to return the aircraft to "TABS".

