

MOUNT PLEASANT FLIGHT TRAINING, LLC

AIRCRAFT RENTAL AGREEMENT

(Updated 28 March 2023)

This Rental Agreement shall govern the relationship between Mt. Pleasant Flight Training, LLC referred to as “MPFT,” and _____ hereinafter referred to as “Renter,” for all rental transactions between MPFT and Renter. This agreement replaces any previous agreement.

1. RENTER REQUIREMENTS

- a. Hold certificates and ratings issued by authorized agencies of the United States as appropriate for the type aircraft to be operated.
- b. Possess a current FAA issued medical certificate appropriate for the type of operation to be conducted.
- c. Personally carry appropriate pilot certificates, medical certificates, and photo identification on each flight.
- d. Maintain current Flight Review (biennial), Instrument Currency/Instrument Proficiency Check (if appropriate), and day/night landing currency as conditions require.
- e. Satisfactorily complete a “check-out” flight with a qualified MPFT flight instructor in each MPFT aircraft prior to use.
- f. Satisfactorily complete a “check-out” flight with a qualified MPFT flight instructor if 90 days have elapsed since Renter has flown an MPFT aircraft.
- g. Provide MPFT Manager with background/circumstances of any incident or accident, major or minor, or if Renter has been involved in and any action taken by Federal, State, or Local authorities against Renter’s certificates.

2. SCHEDULING

- a. A licensed and “checked-out” Renter may schedule MPFT aircraft through the on-line scheduling system (currently Flight Circle).
- b. Student Renter may schedule aircraft with their instructor in person or over the phone/text.
- c. Renter agrees to schedule aircraft when their plans are definite and for the time they intend to use the aircraft. Frequent cancellation of scheduled MPFT aircraft time is grounds for discontinuation of this agreement.
- d. Normally, maximum non-flying time during the scheduled flight period is one (1) hour (30 min pre-flight/30 min post-flight). For example, if Renter schedules a two (2) hour block, the minimum Hobbs time is 1.0 hours, and for a three (3) hour block, the minimum Hobbs time is 2.0 hours.

- e. Renter agrees to return the aircraft to Mount Pleasant (KLRO) or agreed upon location at the scheduled time. Renter will notify MPFT as soon as practicable if the aircraft is to be kept longer than originally planned.
- f. Renter MUST coordinate with MPFT Management to schedule any rental period greater than four (4) hours. Renter may not schedule consecutive shorter flight periods to circumnavigate this requirement.

3. CANCELLATIONS

- a. Renter is considered a No-Show if they do not arrive within 30 minutes of the scheduled time. At that time, the aircraft will be made available to other customers.
- b. Cancellations or no-shows within 12 hours of the scheduled time will result in a one (1) hour charge for rental of MPFT aircraft and one (1) hour charge for the flight instructor (if applicable). MPFT Management may waive the fee at their discretion for extenuating circumstances.
- c. Weather changes significantly throughout each day, so weather cancellations should normally be made not more than one to two (1-2) hours prior to the scheduled time.

4. PAYMENT

- a. Rental aircraft and training services are paid for on a pay-as-you-go basis, and payment will be collected immediately following the flight. No credit will be extended to Renter (including students).
- b. Rental and Instruction rates are posted. Rental time is based on the Hobbs meter time rounded up to the next 1/10th hour. Minimum rental time is 0.5 Hobbs hours per event, and minimum instructor time is 1.0 Hobbs hours per event.
- c. Fuel Surcharges. Due to increased AVGAS costs, MPFT reserves the right to add an hourly Fuel Surcharge rate as deemed appropriate for each make/model aircraft to the hourly Hobbs rate. These rates will be updated as necessary and posted at the MPFT office. Any rental charges will automatically include the posted hourly Fuel Surcharge as applicable.
- d. Renter is responsible for all taxes and fees (landing, tie-down, departure, etc.) fees at airports other than Mount Pleasant (KLRO).
- e. If fuel/oil must be purchased at another airfield, Renter is required to return any original receipts with the flight invoice sheet, and those amounts will be credited at billing based on the MPFT fuel/oil rate at KLRO.

5. PROHIBITIONS

- a. Do not conduct Spins or Aerobatic maneuvers in MPFT aircraft unless the aircraft is certified, under the supervision of a qualified MPFT instructor, and with the approval of MPFT Management.

- b. Do not use MPFT aircraft for commercial purposes or to provide flight instruction. Only MPFT designated flight instructors may provide flight instruction in MPFT aircraft.
- c. Do not use MPFT aircraft for other than training or personal use, and do not act as an agent of MPFT.
- d. Do not operate at airports where the intended usable landing runway length is less than 3,000 feet.
- e. Do not operate at airports with unpaved runways and/or taxiways. Any requests to land on turf/grass fields will be submitted to the MPFT manager and approved prior to each flight.
- f. Do not operate at unlit airfields during night operations.
- g. Do not use “hand-propping” to start MPFT aircraft.
- h. Do not carry pets without the approval of MPFT Management.
- i. Do not smoke or allow smoking in or near aircraft.
- j. Do not consume food or other beverages other than water in MPFT aircraft.
- k. Do not start, taxi, or fly MPFT aircraft while under the influence of alcohol or drugs or their after-effects.
- l. Do not operate beyond the limitations of the aircraft as described in the flight manual, placards, safety notices, or MPFT operating procedures.
- m. Do not operate MPFT outside the continental United States.
- n. Do not operate outside of regulatory VFR or IFR weather minimums corresponding to the rules under which the operation is conducted.
- o. Do not tamper with or interfere with normal operation of the Hobbs meter or tachometer in MPFT aircraft.
- p. Do not tamper with nor attempt to repair any part of the aircraft including equipment and accessories. Renter will contact MPFT for instructions on how to proceed if there is a malfunction of any aircraft equipment or accessories.
- q. Do not operate MPFT aircraft in violation of the terms of this agreement.

6. OPERATIONAL REQUIREMENTS

- a. Renter agrees to operate the aircraft from the Pilot in Command (PIC) seat as the sole manipulator of the controls. Right seat PIC flying is restricted to Certified Flight Instructor (CFI) students and MPFT CFIs.
- b. Preflight
 - i. Renter is expected to perform a thorough preflight inspection of MPFT aircraft prior to intended flight as specified in 14 CFR Part 91.
 - ii. Renter will note any discrepancies with the aircraft and refuse operation of any aircraft that does not meet requirements set forth in 14 CFR Part 91 and other parts as appropriate.

- iii. A Renter who begins a flight in an aircraft known to be unairworthy assumes all liability and responsibility for any damage or injury that may result.
- c. Use of Checklists. 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.
- d. Fuel/Oil. Renter will ensure aircraft is operated with proper quantity and type of engine oil, proper octane of fuel, and adequate fuel load for the intended flight including appropriate reserve.
- e. Renter is responsible for the proper operation of all equipment in the aircraft including but not limited to communication and navigation radios, GPS, autopilot, and other equipment used or required for the operation.
- f. Renter agrees to comply with the provisions of 14 CFR Part 91, Subpart B (specifically 91.103) for all flights.
- g. Solo Students must obtain the proper Certified Flight Instructor logbook endorsement(s) prior to solo flight per 14 CFR Part 61.
- h. Solo Students will not plan to operate MPFT aircraft when the predominant forecast and observed crosswind exceeds seven (7) knots, not including gusts. Gust factor will be factored into the risk management decision of launching a solo student flight.
- i. Renter is encouraged to file an FAA flight plan for all VFR cross-country flights. File IFR flight plans prior to each planned IFR flight.
- j. Renter will ensure MPFT aircraft are appropriately parked and secured upon return with particular attention to:
 - i. Flight Control/Gust Locks in place.
 - ii. Master and Ignition Switches off.
 - iii. Seat Belts secured inside the aircraft.
 - iv. Doors/Baggage Compartments shut or locked (if applicable).
 - v. Tie-downs secured.
 - vi. Pitot Tube cover, Cabin cover, and Sunscreens installed (if available).
 - vii. Trash removed from interior and baggage compartments.
 - viii. Clean debris or stains as the result of any dropped, spilled, or excreted liquids, solids, or vomit.
- k. MPFT reserves the right to charge the renter/student for professional cleaning of the airplane if deemed necessary by management.
- l. Renter may be charged up to \$1,000 to replace or recharge an unrecoverable or discharged battery and for any resulting lost revenue.

7. OFF-STATION and/or OVERNIGHT RENTAL

- a. Distance. MPFT aircraft will NOT be flown beyond a 200 NM straight-line radius from KLRO. Exceptions must be coordinated with the MPFT Management.
- b. Location. MPFT aircraft will not be shut down (unless due to emergency or weather diversion) at airfields that do not have advertised AVGAS refueling and maintenance services available. Should an MPFT aircraft require services that must be tendered off the local airfield where it was shutdown, the Renter will incur any additional costs associated with transportation/time of personnel and resources to provide necessary services (e.g. time/costs associated with ferrying maintenance repair personnel and equipment, including their normal shop rate, to the aircraft location).
- c. Scheduling. Day and Off-station rentals greater than four (4) consecutive hours must be prior coordinated with MPFT Management, who will schedule the reservation in Flight Circle once coordinated.
- d. Day Off-station Rental.
 - i. To rent an MPFT aircraft for six (6) or more consecutive hours in a single day, a minimum of 3.0 Hobbs hours of flight time will be charged regardless of time flown.
 - ii. In order to reserve an MPFT airplane for twelve (12) consecutive hours or more, at least 2.0 hours of advance Hobbs time will be charged at the normal rate at the time of reservation. This charge will NOT be refunded should weather or circumstances other than the airworthiness of the plane drive future cancellation of the flight(s).
 - iii. Exceptions may be negotiated with MPFT Management on a case-by-case basis.
- e. Overnight Off-station Rental.
 - i. For each calendar day that an MPFT aircraft is reserved, at least 4.0 Hobbs hours will be charged at the normal rate to the Renter regardless of whether that time is flown.
 - ii. At the time the reservation is made, at least 4.0 hrs of advance Hobbs time will be charged at the normal rate. This charge will NOT be refunded should weather or circumstances other than the airworthiness of the plane drive future cancellation of the flight(s).
 - iii. Exceptions may be negotiated with MPFT Management on a case-by-case basis.

8. ACCIDENTS, INCIDENTS, OR UNUSUAL CIRCUMSTANCES

- a. Mechanical and Weather Delays.
 - i. Renters are encouraged to exercise conservative decisions when faced with possible delays.

- ii. MPFT is not responsible for incidental costs that may be incurred by the Renter or passengers in the event the aircraft cannot be returned to the home airport. This includes taxi fare, rental cars, hotel rooms, airline tickets, and meals.
 - iii. MPFT shall not be responsible for airport charges incurred for non-maintenance related delays.
 - b. Accidents/Incidents. Renter will comply with tenets of NTSB Part 830.
 - i. Seeking to secure the scene of the incident and as far as possible preserve and prevent any further injury or damage to passengers and aircraft.
 - ii. Reporting the event to MPFT Manager as soon as possible.
 - iii. Notifying and cooperating with the proper Federal, State, and Local authorities.
 - iv. Seeking to gather names and addresses of any witnesses to the event.
 - v. Preparation and filing of required forms or reports.
 - c. Restitution for Aircraft Damages.
 - i. The Renter/PIC is responsible for all costs associated with repairing, recovering, and compensating MPFT if the airplane is damaged during the PIC's operational control of the airplane. "Accidental" or unintended failure to safely operate, monitor, or secure the aircraft during movement or non-movement situations does not release the PIC of responsibility and liability for damages. Compensation for damages will be billed and rendered on demand by MPFT.
 - ii. MPFT also reserves the right to demand full recovery of damages necessary to return the aircraft to previous working status as an alternative to filing an insurance claim against MPFT's insurance policy if mechanical malfunction is not found causal for an incident or accident where the Renter is the PIC. However, should MPFT choose to file an insurance claim against MPFT's insurance, Renter/PIC will cover the cost of the deductible and charged "Loss-of-Use" if mechanical malfunction is NOT the cause of damage (see below for Loss-of-Use charges).
 - d. Renters Insurance. Renters MUST obtain individual non-owned aircraft renter's insurance from a reputable provider before acting as PIC of an MPFT airplane. A copy of the policy MUST be kept on file with MPFT. The "hull"/property damage value of the policy MUST also be equal to or greater than \$25,000. MPFT can make a claim against this policy, as necessary, to recover costs, damages, and loss-of-use charges not otherwise paid by the Renter/PIC. Having this policy on file does not relieve the Renter/PIC from compensating MPFT on demand for damages, repairs, and loss-of-use charges resulting from their actions.

- e. Loss-of-Use Charges (Accident/Incident/Weather/Diversion).
 - i. Renter remains responsible for the aircraft until it is parked and secured back at KLRO.
 - ii. Renter/PIC will pay all costs incurred to return the aircraft to MPFT unless an aircraft malfunction (not caused by the Renter/PIC) has grounded the airplane off-station. In the event of a mechanical malfunction, MPFT and Renter will split the costs evenly to ferry/return the plane safely once repairs are made.
 - iii. At its option, MPFT reserves the right to charge Renter for “Loss-of-Use.” Loss-of-Use includes estimated revenues from future flights and flight instruction that were scheduled or anticipated to be scheduled had the aircraft been returned as scheduled, up to \$15,000. Failure of a Renter’s insurance policy to cover loss-of-use charges (whether due to subrogation by another insurance party, or otherwise) does not relieve the Renter/PIC from compensating MPFT for these charges.

Renter indemnifies and holds harmless MPFT against any loss, damage, or expense (including without limitation taxes, penalties, interest, and attorney’s fees) asserted against or suffered by MPFT arising out of or resulting from any breach of this agreement by Renter or any liability, obligation, demand, claim, action, or judgement which may arise by reason or in connection with Renter’s operation of MPFT aircraft under this agreement. Company reserves the right to cancel this agreement at any time without prior notice to Renter.

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

_____DATE
 _____RENTER SIGNATURE
 _____RENTER PRINTED NAME
 _____COMPANY REPRESENTATIVE

For Clients Under 18 years of age:

_____LEGAL GUARDIAN SIGNATURE
 _____LEGAL GUARDIAN PRINTED NAME