



Aircraft Rental Agreement

This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made this _____ day of _____, 201__ between Spaceport Aviation ("SPA"), whose principle address is 7000 Challenger Ave, Titusville, FL 32780 and (Pilot) _____ whose principal address is _____.

Witnessed that:

This Agreement provides information to all pilots renting aircraft from SPA and governs the rental of aircraft and provision of other services by SPA to the undersigned 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. SPA accepts credit cards, debit cards, cash and checks 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) **Past Due Account.** Pilot's account must be paid current to maintain flying privileges with SPA. An account past due 5 days or more will result in collection action being taken. The Pilot is responsible for attorney fees, court fees, and all other costs arising from any collection action.

b) **Cancellation of Scheduled Flight.** Flight cancellations must be made a minimum of eight (8) hours prior to the scheduled flight. Less than 8 hours notice of cancellation will result in the Pilot being assessed a \$50 fee which shall be charged to the Pilot's account. This does not include cancellation due to weather limitations or maintenance issues.

c) **Block Time.** Whenever Block Time discounted rates are offered by SPA and the renter purchases such a block(s) of time on an aircraft, the block time must be used within 365 days of its purchase, or be forfeited by the renter.

II. Insurance. Current information regarding our insurance is on file and may be obtained by written request.

a) **Aircraft.** In order to meet our insurance obligations, certain types of aircraft will require special check out procedures. Please check with the Flight Instructor / Staff for these requirements.

b) **Damage.** The Pilot agrees to pay for any uninsured damage to the aircraft as a result of the Pilot's use of the aircraft. It is the Pilot's sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment, which is being rented by the Pilot. Please ask SPA for details regarding additional insurance coverage availability.

c) **Deductible.** SPA's insurance policy carries a deductible that the Pilot is obligated to pay and agrees to pay, in the event of damage to an aircraft, while such aircraft is being rented by the undersigned Pilot. Renter's insurance information and contacts are available upon request.



d) **Liability to others.** The Pilot may 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 aircraft. **Keeping the aircraft beyond the scheduled time without extenuating circumstances will carry a penalty of not less than half the lost revenue to SPA.**

III. Hold Harmless. The Pilot hereby agrees to indemnify and hold SPA harmless against any liabilities, claims, or damages which result from/or are in connection with the 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 the undersigned 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.

IV. Flight Procedures / Handling of Aircraft

a) **Federal Aviation Regulation (FARs).** It is the Pilot's sole responsibility to comply with all Federal Aviation Regulations at all times.

b) **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, unairworthy conditions, or missing documents found during pre-flight of the aircraft must be annotated on the aircraft dispatch and reported to SPA immediately PRIOR TO FLIGHT. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. With respect to post-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the manufacturer's guidelines and any other source regulating post-flight procedures. Any damage found must be reported to SPA immediately prior to leaving SPA premises. Any damage caused by the Pilot of during Pilot's use of the aircraft, and not reported to SPA will result in termination of flying privileges with SPA and collection action being taken against the Pilot for the cost of repairs.

c) **Aircraft Flight Time.** The Pilot is responsible for checking the current HOBBS/TACH time, to the **highest tenth**, on the aircraft dispatch. HOBBS/TACH differences found prior to starting the aircraft must be immediately reported to the designated SPA staff and noted on the aircraft dispatch for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, to the **highest tenth**, the ending HOBBS/TACH time after shutting down the aircraft.

d) **Master/Avionics Switches.** It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. If it becomes necessary to recharge or jump start an aircraft because of the failure to comply with this rule, the Pilot may be charged a fee equal to 1 hour of shop labor which is currently \$65.00.

e) **Securing of Aircraft.** It is the Pilot's responsibility to secure the aircraft after each flight, with all means provided by SPA (tie-down ropes, gust locks, throttle locks, etc.). The Pilot may be charged a tie-down fee of \$10.00 for failure to comply with this rule. **Weak tie down means high risk of damage in case of adverse weather.**

f) **Cleanliness.** It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged a cleaning fee of \$45.00 for failure to comply with this rule.



- g) **Smoking in Aircraft.** Smoking in the aircraft are strictly PROHIBITED. The Pilot may be charged a fee of \$145.00 for failure to comply with this rule. Smoking on the ramp or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.
- h) **Flight Plan.** SPA recommends that prior to any flight beyond 50 nautical miles, the Pilot should file a flight plan with FSS.
- i) **Weight and Balance.** SPA recommends that prior to all flights, the Pilot should calculate the weight and balance of the aircraft.
- j) **Fees at Other Airports.** The Pilot is responsible for settling all 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 a processing fee of \$45.00 for failure to comply with this rule.
- k) **Unpaved Airport Landings.** Other than with prior permission, or while training with a SPA Certified Flight Instructor, the Pilot is NOT ALLOWED to conduct any "unpaved airport landings." "Unpaved Airport Landings" include, but are not limited to: grass, turf, unpaved, gravel, and/or any other unstable surface.
- l) **Flight Currency with SPA.** It is the Pilot's sole responsibility to comply with all FARs concerning currency.
- m) **Pilot License and Medical Certificate.** SPA requires the Pilot to maintain a copy of Pilot's current Pilot License and Medical Certificate on file with SPA (Medical Certificate not applicable for LSA flight). SPA also requires a copy of the Pilot's valid driver's license for identification purposes (and mandatory for LSA flight). TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or Valid Passport ONLY) be provided prior to any training which might result in a certificate and/or additional rating.
- n) **Night Flights.** It is the Pilot's sole responsibility to comply with all FARs concerning night flight currency.
- o) **Overnight Rental.** The Pilot understands that all aircraft require a minimum of **1 hours charge per day** for overnight rental. **All rental flights are limited to 300 nautical miles**, one way, unless prior approval is received from SPA.
- p) **Operations.** The Pilot will only rent the aircraft in which Pilot has received a checkout and for which the Pilot's records with SPA indicate such checkout. Pilots are encouraged to inspect their SPA records periodically. The Pilot will not conduct commercial operations including flight training in a SPA aircraft. The Pilot will fly from the left seat ONLY, unless approved to fly right seat by a SPA Certified Flight Instructor. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying passengers is strictly PROHIBITED. Student Pilots in the solo phase of instruction must have a current sign off from their instructor and observe all weather and wind limitations in the sign off.



q) **Flight Instruction.** Only SPA Flight Instructors are authorized to provide flight instruction in SPA aircraft. The Pilot must provide 24 hour notice of cancellation of a rental flight connected to a lesson. The Pilot will be charged a no-show fee of 1-hour rental and/or instruction time for failure to comply with this rule. SPA will use its best efforts to accommodate extraordinary or emergency circumstances.

r) **Flight Instruction Time.** Determination of Instruction time given is the sole discretion of the SPA Aircraft Instructor. Instruction time begins at the scheduled time for the flight lesson unless prior arrangements have been made with the instructor.

s) **Aircraft Rental/Keys.** SPA reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for Pilot's scheduled time. The Pilot must provide 24 hour notice of cancellation of a scheduled rental time. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact SPA rental operations or flight instruction, will result in additional charges (at least half of the lost revenue). The Pilot will ensure that the aircraft key is returned with the aircraft dispatch before leaving the premises. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.

t) **Aircraft Malfunctions.** If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or un-airworthy for either continued flight or the planned operation (night, IFR, etc.), SPA will not be responsible for travel or other expenses incurred by the Pilot, unless otherwise determined by written authorization of SPA management. The Pilot will be responsible for charges incurred prior to the malfunction.

u) **Adverse Weather.** It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the Space Coast Regional Airport, it is the Pilot's responsibility to remain with the aircraft until it is safe to return. SPA is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion/request, SPA will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for the aircraft and pilot time incurred by SPA in returning the aircraft to the Space Coast Regional Airport, in addition to the rental charges for the aircraft.

V. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to SPA staff. All Squawks must be immediately reported upon completion of the flight and noted on the aircraft squawk section located on the aircraft dispatch. Any maintenance related action required away from home base requires prior authorization from SPA management.

VI. Out of State Flights. In the event that a Pilot is authorized by SPA to take an aircraft out of State, if the Pilot finds that the aircraft is not airworthy for any reason, or equipment or accessories necessary for flight operations are comprised and repair is necessary for the return flight to the SPA facility, the renting Pilot shall contact SPA immediately to facilitate authorization for necessary repairs. SPA is not responsible for expenses incurred by the pilot while the aircraft is being repaired.

VII. Emergencies and Urgent Events. Pilot agrees to report all incidents and accidents, both major and minor immediately along with any names and addresses of witnesses and parties involved. Pilot will not allow the aircraft to be moved unless expressly authorized to do so by SPA or authorities. 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 local authorities and SPA in accordance with NTSB requirements.

VIII. Governing Law. This agreement shall be construed and enforced under the laws of the State of Florida.

IX. Entire Agreement. This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.

X. Amendment. This agreement may be amended by SPA as required, and the undersigned renter agrees to all current policy and procedures of SA.

XI. Term of Agreement. The term of this Agreement is binding so long as the renter rents aircraft from SA; however, such agreement may be terminated by SPA at any time.

XII. Certification. Pilot certifies that all information supplied to SPA is true and correct. IN WITNESS HEREOF the parties have executed this Agreement of the date first above written.

XIII. Not for Hire Renter's Clause. Spaceport Aviation's aircraft are not to be used by the renter for any money generating flights including flight instruction, tours, BFRs, etc.

AIRCRAFT PRICING

All rental rates are subject to change without notice. Note: Pre-paid time blocks lock in the quoted price for a particular block of (pre-paid) time; discounted prepayments are non-refundable.

XIV. Rental Insurance. The undersigned individual renting an aircraft from SPA hereby acknowledges that he/she is recommended to purchase additional renter insurance through any provider. The need for such insurance is recommended but not mandatory as SPA fleet insurance has limited coverage for the renter. The undersigned individual shall be responsible for any deductible included in SPA fleet policy. Additional recommended renter insurance may be used to cover for such deductible. It is strongly recommended that each undersigned individual review the coverages and limitations of SPA fleet insurance.

***AVEMCO Aviation Rental Insurance is available at SPA. However, the renter may use any insurance provider that offers Aviation Renter Coverage. AVEMCO's insurance rate (for deductible protection) is minimal and covers you for a year, no matter where you rent during the course of the year.

An AVEMCO agent may be reached at: (800) 638 8440. Our code is: SC07. AVEMCO allows you to secure renter's insurance over the phone with a credit card, at which time your insurance protection immediately begins. See also: <http://spaceportaviation.com/renters-insurance/> and click on the AVEMCO logo to apply.



Form of Payments and Credit card on file

*** As you know payment is expected *upon return* with completion of your flight. To ensure that we keep our books current we are allowing you to use any method. Spaceport Aviation requires a credit card to be stored on file before any pilot is authorized to rent an aircraft. This information will be kept confidential always. We will only charge your credit card in the event no payment has occurred within *24 hours*.

CC # _____

EXP Date _____

Sec Code _____

Billing Zip Code _____

By signing below, you agree that all credit card information is correct and agree to the terms of the Spaceport Aviation Aircraft Rental Agreement:

Pilot Name: _____ (Signature) _____ Date: _____

Spaceport Aviation Representative

Name: _____ (Signature) _____ Date: _____



Approved Aircraft Rental Types & Authorization Signature (Upon Check-Out by a SPA CFI/Owner)

Aerotrek (LSA) _____
Renter Signature Authorization Signature (Instructor) Date

Limitations: Day/Night VFR Only; Other _____

C-150/152 _____
Renter Signature Authorization Signature (Instructor) Date

Limitations: Day/Night VFR Only; Other _____

C-172 _____
Renter Signature Authorization Signature (Instructor) Date

Limitations: Day/Night VFR Only; Other _____

Piper Cherokee 6 _____
Renter Signature Authorization Signature (Instructor) Date

Limitations: Day/Night VFR Only; Other _____

Other A/C _____
Renter Signature Authorization Signature (Instructor) Date

Limitations: Day/Night VFR Only; Other _____

Other A/C _____
Renter Signature Authorization Signature (Instructor) Date

Limitations: Day/Night VFR Only; Other _____