

PILOT RECORD

Last Name _____ First Name _____ M. I. _____

Address _____

City _____ State _____ Zip _____

Home telephone _____ Work Phone _____ Other _____

Pilot Certificate type _____ # _____ Date Issued _____

Ratings & Limitations _____

Class of Medical _____ Date of Medical _____

Date of Flight Review _____ Date of Instrument Proficiency _____

ASI AIRCRAFT CHECKOUT

Date _____ Model _____ Instructor _____

Date _____ Model _____ Instructor _____

Date _____ Model _____ Instructor _____

Notice regarding insurance coverage for Renter/Student Pilots
Required by Ohio Revised Code Section 4561.25

As a renter of aircraft from Aviation Sales Inc. (ASI) you are hereby notified that:

- (1) You are insured up to \$100,000.00 per occurrence of legal liability for bodily injury and property damage, including passenger bodily injury. *(There is no passenger liability for student pilots.)* The property damage does not cover damage to the aircraft you are renting.
- (2) Physical damage (hull coverage) is maintained in favor of ASI. If you are responsible for damage to any aircraft insured under ASI's policy, you may be responsible for a full or partial reimbursement to ASI's insurer after a physical damage claim is settled.
- (3) In any event, you are responsible to ASI for the minimum sum of \$250.00 for any not in motion incident, \$1000.00 for any in motion incident in a fixed gear aircraft, and \$2500.00 for any in motion incident in a retractable gear aircraft.
- (4) Should you determine the above insurance to be inadequate, you may purchase additional coverage through a non-owned liability and physical damage policy.

Date _____ Signature _____

AIRCRAFT RENTAL AGREEMENT

This aircraft rental agreement ("agreement") is entered into by Aviation Sales Inc ("ASI"), an Ohio corporation, and _____ ("pilot"), an individual, as of the date set forth in the last paragraph hereof. *Each pilot shall sign a copy of this agreement acknowledging that it is understood and present an airmen's certificate, current FAA medical and logbook at the time of checkout.* The ASI instructor shall likewise sign the agreement certifying that he/she has briefed the pilot on the policies and procedures of this agreement.

PURPOSE

1. ASI operates a fixed base operation at Dayton International (DAY) and at Dayton Wright Brothers South (MGY) airports in conjunction therewith utilizes aircraft owned by ASI and others, which are rented to pilots and student pilots certified by the Federal Aviation Administration ("FAA").
2. Pilot intends to rent aircraft from time to time.
3. ASI and pilot are therefore willing and wish to enter into this agreement setting forth the terms and conditions which shall govern all aircraft rental transactions which may take place between them.

TERMS AND CONDITIONS

Therefore, the parties, in intending to be legally bound, hereby mutually promise each other and agree as follows with regard to any aircraft rental transaction between the parties which take place during the term hereof: Checkout requirements are stated in the ASI aircraft requirements for rental (attachment 1).

1. INSPECTION. Pilot agrees that he/she will inspect any aircraft to be rented prior to its use. If the aircraft to be rented is not in good overall condition and without apparent defects, pilot will immediately notify ASI and will not operate the aircraft or continue the rental transaction. Pilot further acknowledges and agrees that he/she will return any aircraft rented, together with all documents and accessories, in the same condition as when rented and at or before the time scheduled.
2. CHARGES. Pilot shall pay ASI for rental at the hourly rate for particular aircraft as posted by ASI.
 - A. For the elapsed time on the aircraft "hobbs" meter measuring time of aircraft engine operation;
 - B. For a minimum rental of three hours for each twenty-four hour period the aircraft is away from DAY or MGY.
 - C. All expenses incurred in conjunction with returning an aircraft which is for any reason left by a pilot at a location other than DAY or MGY.
 - D. Upon demand, the amount of all loss or damage in excess of insurance coverage, occurring while an aircraft is on rental to pilot; and
 - E. All charges are due and payable at the end of each flight.

3. OPERATION.

- A. Aircraft shall be operated in accordance with all FAA regulations and other applicable laws and shall not be operated by any person other than the pilot who has signed this agreement.
- B. Aircraft shall not be used to carry persons or property for hire. Aircraft shall not be used for instruction except by instructors employed or designated by ASI.
- C. A flight plan shall be left on file at ASI for all flights out of the local area or which will be gone overnight. ASI will be informed of pilot's flight intentions and the airports expected to be utilized.
- D. Landings are permitted only at public use airports with hard surface runways of at least 3000' in length. No grass or soft field operations are permitted.
- E. Pilots who have been checked out in ASI aircraft but have not flown an ASI aircraft within the preceding 90 days shall receive a "currency checkout" with an ASI instructor, prior to being allowed to rent an ASI aircraft. The "currency checkout" will consist of at least a review of any current regulation changes in the appropriate FARs and a flight during which the pilot will be required to demonstrate the procedures and maneuvers which, at the discretion of the instructor giving the review, are necessary for the pilot to demonstrate the safe exercise of the privileges of his/her pilot certificate. The absolute minimum for this currency flight will be three takeoff and landings.
- F. Absolutely no aerobatics, buzzing, or other unsafe operations are permitted. No formation flying or flight instruction except by ASI instructors is permitted. No landings when crosswind is greater than aircraft crosswind component, no student solo flights when temperature is below 10 degrees F, no dual or rental flights when temperature is below 5 degrees F, no primary student solo after official sunset is permitted. The aircraft should be shut down and parked by official sunset for student solo flights.
- G. Minimum rental of one-half of the time the aircraft is away from MGY or DAY airport to a maximum of three hours for each twenty-four hour period or fraction thereof will be charged. At least twenty-four hour notice on all non-weather related cancellations is required. Non-twenty-four hour cancellation notice may result in a charge of one-hour aircraft fee plus a one-hour instructor fee if an instructor was scheduled.
- H. ASI must be notified by the most expeditious means available if the aircraft will not be returned on schedule.
- I. Aircraft may be operated only in conditions as approved by ASI (day, night, VFR, specific WX conditions, etc.). No operations when the reported weather is less than VFR except for current instrument rated pilots and instrument-qualified aircraft and in weather conditions approved by ASI.
- J. Reimbursement will be given for cross-country fuel and oil receipts only. In the event of mechanical trouble, maintenance will be reimbursed only with prior authorization by ASI and paid receipts.
- K. Renter agrees to pay all charges for aircraft repairs if aircraft is returned with damage beyond normal wear and tear and not covered by insurance. This may include cleaning of the aircraft.
- L. Renter agrees to pay all charges for pilot services, and flight time to return the aircraft to ASI if the aircraft is abandoned away from ASI.
- M. Violations of any of ASI's rental policies will result in suspension or revocation of renting privileges.
- N. SMOKING is not permitted in any ASI aircraft.

4. SECURITY. Pilot shall carefully look after the aircraft and its accessories. When parked, the aircraft shall be properly secured with tie downs, or in a hanger, and locked with the pilot keeping keys to the aircraft in his/her possession at all times during rental.

5. INDEMNITIES AND INSURANCE. Pilot agrees to indemnify and hold harmless ASI against all loss or damage occurring to third parties as a result of operation of aircraft by pilot. ASI provides limited insurance for the benefit of the pilot. Pilot has received, signed, and hereby acknowledges receipt of a "Notice Regarding Insurance Coverage" from ASI.

6. TERM The term of any rental transaction shall commence as of the time scheduled by the pilot for the rental and shall continue until such time as the aircraft is returned to, and secured at, DAY or MGY. This agreement shall be effective as of the date set forth in the last paragraph hereof and shall continue in effect for a term of one (1) year. Thereafter, it shall automatically be renewed from year to year for renewal terms of one (1) year unless and until termination by one party giving the other written notice of termination.

7. NOTICES. All notices from one party to the other shall be in writing and may be effectively given by postage prepaid U.S. Mail to the other party's last known address.

8. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In witness whereof ASI and pilot have executed this agreement in Montgomery County, Ohio as of this _____ day of _____, 200__.

Pilot (PRINT) _____

Address _____

City, state, zip _____

Phone - area code _____ # _____ - _____

Signature _____

I certify that I have briefed this aircraft rental agreement to the pilot and to my knowledge the policies are understood by the pilot. This is verified by the pilot's signature above.

ASI Instructor _____