

Aircraft Rental Agreement

In consideration of the mutual covenants contained herein, and for other good and valuable consideration being hereby acknowledged as received, the parties to this Agreement do hereby agree as follows:

1. Sole Pilot: The Renter shall be the sole pilot of the aircraft during the rental period. Renter shall not give flight instruction nor receive flight instruction other than from a flight instructor employed or authorized by MIF.

2. Certificate: The Renter holds a valid Federal Aviation Administration pilot certificate and current medical certificate and has passed and received a logbook endorsement for a Flight Review conducted in accordance with FAR 61.56 within the past twenty-four months.

3. New Student Pilots: New customers who are student pilots are exempt from the above "certificate" requirements. New student pilots shall apply for student pilot and medical certificates as soon as is practical after signing this Agreement. Student pilots may begin dual flight training right away but will not be allowed to fly solo without FAA-issued student pilot and medical certificates.

4. Currency: At all times that the Renter is conducting operations in MIF aircraft, he or she shall meet all FAR/AIM currency requirements of the certificate(s) and rating(s) held.

5. Notice of Insurance: MIF maintains a policy that provides aircraft liability coverage in the amount of \$1,000,000 combined single limit for bodily injury and property damage including passenger liability. The policy also includes an endorsement which provides liability coverage to the Renter in the amount of \$100,000 per occurrence for bodily injury and property damage including passenger liability. MIF also maintains physical damage coverage on the aircraft hulls including a waiver of subrogation for Renters. However, the Renter is responsible for any policy deductibles related to physical damage claims that occur while the aircraft is in the Renter's care, custody and control. In the event the aircraft is damaged due to pilot error or negligence, the Renter may also be responsible for loss of use (loss of rental income) of the aircraft while the aircraft is being repaired. It is recommended that the Renter purchase a non-owned aircraft liability policy to provide additional liability protection to the Renter above the \$100,000 coverage automatically provided by MIF, and non-owned physical damage to cover policy deductibles and loss of use claims.

6. Aircraft Condition: MIF will provide the Renter with an aircraft in airworthy condition whose operation is in compliance with all applicable federal regulations. The Renter certifies that he or she has inspected each aircraft rented to him or her and certifies that the aircraft is in good mechanical condition and free of any obvious defects prior to flight. In the event Renter discovers that the aircraft is not in good mechanical condition or is not free of any obvious defect, he or she shall immediately report such condition to MIF's dispatcher before flight and shall not fly such aircraft until it has been inspected by MIF's authorized representative.

7. Preflight Inspection: The Renter shall personally conduct a preflight inspection as prescribed by the manufacturer of the aircraft including checking the fuel from all sumps and determining that the fuel and oil on board the aircraft are sufficient for the purpose to which renter intends to use the aircraft.

8. Checklists: The Renter shall use the aircraft manufacturer's recommended pre-takeoff, takeoff, cruise, pre-landing and landing checklist or a suitable checklist provided by MIF.

9. Fuel Reserve: Renter certifies that he has conducted a thorough preflight analysis of the conditions affecting his flight, including, but not limited to, a calculation of the runway length required for takeoff and landing, the fuel burn expected and the endurance of the fuel on board, and has received a weather briefing appropriate to his flight. The Renter further certifies that, as a result of his or her calculation, he or she has sufficient fuel on board to land with a minimum reserve of no less than one (1) hour of fuel remaining.

10. Prohibited Operation: The aircraft shall be used only for non-commercial, personal pleasure and business uses, and shall not be used: (a) to carry persons or property for hire, or (b) in any race, test, contest or aerobatics, except during aerobatics instruction provided by an authorized MIF instructor in aerobatics aircraft. (c) Further, the Renter shall not operate the aircraft if, within the preceding twelve (12) hour; he/she has ingested any alcohol, nonprescription drugs, tranquilizers, sleep-inducing drugs, or any medication the use of which has been determined by the Federal Aviation Administration to be prohibited prior to flight.

11. Runway Limitation: The Renter shall not operate in or out of any airport unless the active runway is at least three thousand (2600) feet in length and it is hard-paved. An exception would be if a precautionary or emergency landing were necessary.

12. Special VFR Limitation: Unless the Renter holds a current IFR rating for the aircraft being flown, he or she shall not file for nor request a Special VFR clearance while operating an MIF aircraft.

13. IFR limitation: The Renter shall not operate the aircraft in instrument meteorological conditions; including, but not limited to taking off in instrument meteorological conditions or departing when the Renter's destination is reporting instrument meteorological conditions or forecasting instrument meteorological conditions within one hour before or after the Renter's estimated time of arrival, unless the Renter holds an instrument rating, has met all currency requirements associated with such rating, has been checked out by an authorized MIF flight instructor for flight in instrument meteorological conditions, and has received the prior approval of MIF's chief pilot, or his or her designated representative for the flight the Renter intends to make.

14. Enplaning and Deplaning Passengers: The Renter shall not enplane or deplane passengers while the engine(s) is (are) running.

15. Compliance with Law: The Renter shall at all times operate the aircraft in compliance with all Federal, State, and Municipal laws, ordinances and/or regulations which govern the use of the aircraft.

16. Accidents/Incidents: The Renter shall report any accident, mishap, incident or physical damage to the aircraft to MIF as soon as practicable, but, in any event, not more than twenty-four (24) hours after the occurrence.

17. **Damage to Aircraft:** At the termination of any period during which the Renter rents an aircraft, the Renter shall return the aircraft to MIF in the same condition as when the airplane was received, excepting normal operational wear and tear. The Renter shall be liable to MIF for any and all loss or damage sustained by the aircraft due to Renter's negligence or misuse.

18. **Emergency Repairs:** Emergency repairs shall be defined as repairs to the aircraft that, due to statute, regulations, mechanical failure or damage should be made to the aircraft before further flight can safely be conducted. Should the aircraft require emergency repairs, Renter shall comply with the following procedure: (a) contact MIF for instructions; (b) if no contact can be made and repair can be affected for Two Hundred (\$200.00) Dollars or less, then the Renter may authorize and make payments for the repairs, for which the Renter shall be reimbursed by MIF. Under no circumstances shall the aircraft be flown by the Renter without its being repaired if to do so would violate any governmental statute or regulation or compromise the safety of the Renter, hrs or her passenger(s) or the aircraft.

22. **Disclaimer of Liability:** MIF HEREBY DISCLAIMS, AND THE RENTER HEREBY RELEASES MIF, FOR GOOD AND VALUABLE CONSIDERATION FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FROM ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY RENTER, ITS EMPLOYEES, AGENTS, OR INVITEES, DURING THE TERM OF THIS AGREEMENT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY MIF'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL MIF BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATING TO THE RENTING OF THE AIRCRAFT UNDER THE TERMS OF THIS AGREEMENT.

I, the below named Renter do hereby warrant that the information, statements, and representations contained herein are true. I understand that MIF is relying on this information to rent the aircraft only to me and that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an accident.

I, _____, the renter, do hereby agree to the above terms and conditions of this _____ day of _____ in the year 20____

Witness signature: _____

Printed name: _____ Date: _____