

# ***RENTERS AGREEMENT***

1. You agree to be and act as the Pilot-In-Command and assume all responsibility for the safety of operations, aircraft, passengers and property. You agree not to allow the aircraft to be operated by anyone other than you.
2. You agree to occupy the left seat as the pilot in command.
3. You agree to refer to the pilot's operating handbook for the make, model and year aircraft to be flown.
4. You agree to inspect and conduct a good preflight of the aircraft and its equipment.
5. You agree to read the Pilot Information File (review for current information) and review the aircraft maintenance record prior to each flight. You agree to be responsible for any penalties imposed by the FAA for over-flying inspections or AD's.
6. You agree to obtain a thorough weather briefing prior to each flight and to fly only in weather that is appropriate for your ratings, limitations, skills and confidence.
7. You agree to fly in visual flight rules and weather conditions unless you are instrument rated and meet all other requirements of the FAA to fly by reference to instruments and have written approval to fly by instruments recorded on Flight Schedule Pro.
8. You agree to file a flight plan with FSS or to use Flight Following for flights outside the 50 NM local area, Leave one copy of your flight plan on the aircraft log in the dispatch office.
9. You agree to fly only when you consider yourself legal, proficient and safe, for the intended flight.
10. You agree to comply with all Shannon School of Aeronautics (SSA) SOP rules. You agree to observe all local, state and Federal regulations and to adhere to all rules of good sense, good judgment and safety. You agree not to operate the aircraft in transportation of contraband, to carry persons or property for hire, in a race, contest or to teach flying.
11. You agree not to operate the aircraft on unpaved runways, taxiways or ramp areas.
12. You agree to report any breakdown of equipment, any accident or incident of any nature to SSA by the most direct means without delay, giving full details. You agree **not to contract for repairs** before obtaining instructions from SSA. You accept

that once departed, aircraft mechanical breakdowns and/or adverse weather are a possibility you may be expected to deal with.

13. You agree to return the aircraft and all equipment to SSA by the specified day and time, weather permitting, in the same condition you received it, less normal wear and tear.
14. You acknowledge that an application for Renter's Insurance is available to you and that are responsible for the insurance deductible amount under the Aircraft Liability and Hull Insurance. You agree to pay SSA the fair market value for replacing equipment, accessories and or repairing damage to the airplane including: loss of operating equipment, loss of use, claim administration fees, diminishment of value, storage and costs incurred to recover the airplane and to establish damages, regardless of fault or negligence.
15. In the event of a delay, you must phone SSA immediately. You may not hold the aircraft for more than two days because of delays. Minimum daily rental requirements apply during you delay. You are responsible for returning the aircraft to SSA.
16. If you cannot return the aircraft to Shannon Airport, we will make arrangements with a pilot to assist you. You agree not to abandon the aircraft but to contact SSA with your intentions, and receive instructions. If you leave the aircraft because of weather, you agree to pay all expenses incurred in returning the aircraft. SSA is not responsible for personal expenses, including but not limited to lodging, meals or rental car: or loss of income relating to missed work.
17. In anticipation of your flight(s) the legal sufficiency of which is hereby acknowledged, you agree, intending to be legally bound hereby, that SSA shall not be liable for your death or injury to your person, or for any loss for damage to your property caused in any manner whatsoever, whether attributable to the negligence of SSA, or for any other reason, occurring during the time that you are in, entering or alighting from an aircraft piloted by or under the control of or owned by SSA, and you do hereby waive any right of action against the SSA from any and all causes or claims that you may have against them from the beginning of time. You further agree not to sue on any such cause or claim. This agreement shall not release liability for gross negligence or willful misconduct of the SSA. You agree to indemnify and hold SSA harmless for any losses, judgments or damages you may incur, including but not limited to attorney's fees, arising out any lawsuit related to the flight and/or

enforcement of or legal challenge to this agreement. It is your intention that this agreement be interpreted and enforced to the maximum extent allowed by Virginia law.

### **PAYMENT OF CHARGES**

**Payment is to be made upon return** from the flight; by US currency, acceptable credit card or personal check. Financial arrangements with passengers or other persons are between you and that third party.

### **COMPUTATION OF CHARGES**

1. Rental fees are computed at the rental rate which was current on the first day of the rental, regardless of what prices may have been in effect at the time of booking/scheduling. The rental fee includes fuel. The aircraft HOBBS meter establishes the hourly rental. It is your responsibility to **verify the starting meter reading**.

2. Unless otherwise agreed to by the Owner, SSA, you agree to pay a minimum **of three rental-hours**, if the aircraft is in your possession for more than 8 hours or for each overnight rental for weekend rental and **two rental-hours** during the weekday.

3. You agree to pay a minimum of **one rental hour plus one hour of instructor time** for cancellation within 24 hours of dual flight lessons with a SSA instructor. SSA offers consideration for emergencies and some circumstances. In any case, the pilot should immediately contact SSA by phone (and leave a message if necessary).

4. Service charges may be applied if the aircraft is abandoned or returned to any location other than the location from which it was rented. Service charges may be applied if you request the aircraft to be delivered to a specific location for your departure. Sales and airport taxes are charged according to applicable laws.

5. You agree to pay all other fees, penalties, costs and expenses for parking, landing, or violations assessed against SSA the aircraft or aircraft owner with the respect to the use of the aircraft while it is in your possession.

6. SSA will accept pre-payments on an account for you. This is especially helpful for parents of minors or students engaged in training. All accounts must maintain a credit balance.

7. All refunds for pre-payments will be refunded upon request. If pre-payment was made on your behalf by a financial institution (student loans), the

refund amount must be refunded to that financial institution.

\_\_\_\_\_  
(Pilot's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Names)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Printed Name)

An original, signed version of this agreement must be on file at SSA.

### **Renters Checklist**

- Obtain POH either at the flight school or on-line.
- Complete Aircraft Questionnaire available at the SSA web site.
- Obtain Operations SOP, available at the SSA web site
- Complete Operations Questionnaire, available at the SSA web site.
- Complete the SFRA on-line test, available on the AOPA web site
- Print and sign Renters Agreement. Provide a copy to SSA.
- Complete a weight and balance, available at the SSA web site
- Schedule a flight with an instructor and complete a checkout in the aircraft to at least the Private Pilot PTS standards
- Present current credentials (pilot's license, medical certificate, flight review). Note that the checkout can be completed concurrently as a flight review.
- Present proof of aircraft renter's insurance
- Obtain an account on Flight Schedule Pro on-line aircraft scheduling program