AVIATE PILOT ACADEMY LLC

AIRCRAFT RENTAL AGREEMENT

Aviate Pilot Academy LLC

Effective Date: _____ Revision: 1.0

This Aircraft Rental Agreement establishes the operating, scheduling, payment, and aircraft-care requirements applicable to people renting or operating aircraft made available by Aviate Pilot Academy LLC ("Aviate"). Pilot qualification data is maintained separately on the Aviate Pilot Information Form.

1. GENERAL COMPLIANCE

- Renter shall comply with all applicable Federal Aviation Regulations, aircraft operating limitations, Pilot's Operating Handbook / Aircraft Operating Instructions, airport rules, and Aviate policies.
- Renter shall exercise sound aeronautical decision-making. Nothing in this agreement requires a renter to compromise safety to meet a schedule, return time, or other business requirement.
- Aviate may suspend or revoke rental privileges when, in its judgment, safety, compliance, payment status, aircraft care, or policy adherence warrants such action.

Renter Initials: _____

2. APPROVED PILOTS AND AIRCRAFT CHECKOUT

- No person may act as pilot in command of an Aviate aircraft unless that person has a current Pilot Information Form and signed Aircraft Rental Agreement on file and has been approved for the specific aircraft by an Aviate-authorized flight instructor or management.
- Renter must be legally qualified to act as pilot in command and satisfy all FAA, insurance, Aviate checkout, and recency requirements applicable to the flight.
- Only instructors authorized by Aviate may provide flight instruction in Aviate aircraft unless Aviate management gives prior written approval.

Renter Initials: _____

3. APPROVED AIRCRAFT USE

- Aircraft may be used only for lawful personal, training, proficiency, and other uses specifically approved by Aviate.
- Commercial operations, aerobatics, intentional spins, formation flight, towing, racing, competition, or other specialized operations are prohibited unless specifically authorized by Aviate and permitted by the aircraft limitations, regulations, and insurance.
- Operations outside the contiguous United States require prior written approval from Aviate and confirmation of insurance and regulatory requirements.

Renter Initials: _____

4. AIRPORTS AND RUNWAY SURFACES

- Operations shall normally be limited to public-use airports shown on current aeronautical information and suitable for the aircraft involved.

- Use of private-use airports, grass, turf, gravel, unimproved, unusually short, or otherwise special-purpose runways requires prior Aviate approval unless Aviate has specifically designated the airport/runway as approved.
- Following an emergency or precautionary landing at an unapproved location, the renter shall contact Aviate as soon as practical and shall not attempt departure if doing so would be unsafe or contrary to Aviate direction.

Renter Initials: _____

5. FUEL, OIL, AND OPERATING FLUIDS

- Only fuel, oil, coolant, and other operating fluids approved for the specific aircraft may be used. For an RV-12 or other Rotax-powered aircraft, the renter shall follow the aircraft-specific operating instructions and Aviate fueling policy rather than assume that a single fuel type applies to the entire fleet.
- Renter is responsible for verifying adequate fuel and oil before flight and for complying with regulatory reserves plus any more restrictive Aviate minimum.
- Fuel purchased away from home base may be reimbursed or credited according to Aviate's current reimbursement policy when an acceptable receipt is provided.
- Renter may be held responsible for damage caused by knowingly using an unapproved fuel, oil, fluid, or operating procedure.

Renter Initials: _____

6. CROSS-COUNTRY AND OVERNIGHT FLIGHTS

- Renter shall provide Aviate with the aircraft's intended destination and itinerary when required by Aviate's scheduling system or management.
- Renter is responsible for returning the aircraft to its home base. If the renter leaves the aircraft away from base for reasons within the renter's control, the renter may be responsible for reasonable aircraft recovery expenses.
- Safety takes precedence over aircraft return. Weather, maintenance, illness, or other legitimate safety concerns shall be communicated to Aviate as soon as practical.
- Unless otherwise agreed, the renter is responsible for away-from-base landing, ramp, tie-down, hangar, transportation, lodging, meals, and similar expenses.

Renter Initials: _____

7. MECHANICAL DISCREPANCIES AND MAINTENANCE

- Renter shall report known or suspected mechanical discrepancies promptly.
- Renter shall not authorize repairs, maintenance, or parts replacement without Aviate approval except when immediate action is reasonably necessary to protect persons or property and Aviate cannot be reached.
- Aviate will coordinate maintenance decisions. Renter shall provide available information concerning the discrepancy and follow Aviate instructions regarding continued operation or grounding of the aircraft.

Renter Initials: _____

8. SCHEDULING, MINIMUM USE, AND CANCELLATIONS

- Aircraft shall be scheduled and returned in accordance with Aviate's scheduling procedures. Renters should arrive prepared and return aircraft with sufficient time for the next scheduled customer.
- Multi-day, overnight, or extended-duration rentals require management approval.
- Minimum daily usage for overnight -
- Cancellation/no-show policy and any applicable charges: MANAGEMENT POLICY - TO BE DETERMINED.
- Weather and legitimate safety-related cancellations will be handled in accordance with Aviate's current policy.

Renter Initials: _____

9. PILOT RECENCY AND PROFICIENCY

- FAA currency alone does not automatically establish Aviate rental currency. Aviate may establish aircraft-specific recency or proficiency requirements based on pilot experience, aircraft characteristics, and insurance requirements.
- Day VFR rental recency requirement: MANAGEMENT POLICY - TO BE DETERMINED.
- Night VFR rental recency requirement: MANAGEMENT POLICY - TO BE DETERMINED.
- Instrument rental / IFR recency requirement, if applicable: MANAGEMENT POLICY - TO BE DETERMINED.
- Aviate may require a proficiency flight or checkout with an Aviate-authorized CFI whenever management or a CFI determines that additional proficiency verification is appropriate.

Renter Initials: _____

10. WEATHER, WIND, AND CROSSWIND LIMITATIONS

- Renter shall operate within aircraft limitations and personal proficiency limits and shall observe any more restrictive limitations assigned by an Aviate instructor or management.
- Maximum demonstrated crosswind is not automatically an operating limitation unless designated as such by the aircraft's approved documentation; however, Aviate may establish a lower company operating limit.
- No Aviate aircraft shall be operated when surface winds, gusts or combination of both exceed 30 knots.
- Maximum crosswind components for each aircraft will be dictated by the maximum demonstrated crosswind component established by the manufacturer or the lesser of the personal minimums of each pilot.
- Student pilots shall comply with the individual limitations and endorsements established by their flight instructor.

Renter Initials: _____

11. AIRCRAFT DAMAGE, INCIDENTS, AND ACCIDENTS

- All aircraft damage, suspected damage, propeller strikes, hard landings, bird strikes, runway excursions, incidents, accidents, or other unusual events shall be reported to Aviate immediately or as soon as practical.
- Renter shall not conceal or fail to report damage. Aviate may attribute previously unreported damage to the last operator when the available evidence reasonably supports that conclusion.
- Responsibility for deductibles, uninsured losses, loss of use, recovery, or other damages will be determined by this agreement, applicable law, Aviate's insurance policy, and the facts of the occurrence.

Renter Initials: _____

12. NON-OWNED AIRCRAFT INSURANCE

- Each renter shall maintain non-owned aircraft renter's insurance if required by Aviate management or Aviate's aircraft insurer.
- Required minimum liability limit: MANAGEMENT / INSURANCE POLICY - TO BE DETERMINED.
- Required minimum aircraft physical damage / hull coverage: MANAGEMENT / INSURANCE POLICY - TO BE DETERMINED.
- Renter shall provide current proof of coverage before rental privileges are exercised and upon each renewal.

Renter Initials: _____

13. PAYMENT AND CREDIT CARD AUTHORIZATION

- Rental, instructional, fuel, merchandise, fees, and other authorized charges are due according to Aviate's current payment policy.
- Renter authorizes Aviate to maintain an approved payment method on file where permitted by the payment processor and applicable law and to charge amounts properly due under this agreement.
- Credit/debit card surcharge, if any: MANAGEMENT POLICY - TO BE DETERMINED.
- Past-due account threshold and suspension policy: MANAGEMENT POLICY - TO BE DETERMINED.

- Renter remains responsible for charges resulting from the renter's use of the aircraft and for other amounts expressly made the renter's responsibility under this agreement.

Renter Initials: _____

14. COMPLETION OF FLIGHT / AIRCRAFT CARE

- Renter shall leave the aircraft clean and orderly, remove trash and personal items, and return all aircraft equipment, documents, checklists, keys, covers, chocks, tie-down equipment, and other supplied items to their designated locations.
- Renter shall properly secure the aircraft after flight using the applicable checklist and Aviate procedures, including tie-downs, chocks, control/gust locks, canopy/door security, pitot cover, and hangaring procedures as applicable.
- Missing or damaged equipment attributable to the renter may be charged at reasonable replacement or repair cost.
- Renter shall accurately record flight time and other required post-flight information using Aviate's designated recording or scheduling system.

Renter Initials: _____

15. RENTAL TIME / BILLING METHOD

- Aircraft rental time will be billed using the method designated for the specific aircraft which will be noted in the time recording log.
- Current billing method and wet/dry rate are established by Aviate's published rate sheet and may change without requiring amendment of this agreement.
- Renter shall report a suspected meter or time-recording discrepancy before flight whenever practical.

Renter Initials: _____

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

- To the extent permitted by Kansas law, renter agrees to be responsible for losses, claims, costs, or damages arising from renter's breach of this agreement, violation of law, negligence, or unauthorized use of an aircraft.
- Any release, indemnification, waiver, limitation-of-liability, attorney-fee, subrogation, deductible, and loss-of-use provisions should be reviewed and approved by Aviate Pilot Academy LLC's Kansas legal counsel and aircraft insurance representative before this agreement is placed into operational use.
- This section is intentionally drafted conservatively and is not intended to expand or reduce rights that cannot lawfully be waived.

Renter Initials: _____

17. ACKNOWLEDGEMENT

- Renter acknowledges having had an opportunity to read this agreement, ask questions, and receive clarification of Aviate operating policies.
- Renter understands that aircraft-specific limitations, checkout requirements, rate sheets, insurance requirements, and written operating policies incorporated by reference may supplement this agreement.
- Renter agrees to notify Aviate promptly of any change that could affect legal or insurance eligibility to rent or operate an Aviate aircraft.

Renter Initials: _____

18. SIGNATURES

By signing below, renter acknowledges and agrees to the terms of this Aircraft Rental Agreement.

Renter Printed Name: _____

Renter Signature: _____ Date: _____

Aviate Representative: _____ Date: _____

Aircraft Checkout(s) / Authorized Aircraft: _____

LEGAL / INSURANCE REVIEW STATUS: ☐ Draft for Management Review ☐ Insurance Reviewed ☐ Legal Reviewed ☐ Approved for Use