

## *SKYLINE COLUMBUS RENTAL AGREEMENT*

I ("Renter") hereby agree to the following terms and conditions for the rental of any Aircraft from SKYLINE COLUMBUS, ("Operator").

1. Rental Period: The rental period shall be in one tenth (0.10) hour periods as determined by the "Hobbs" meter time, rounded up to the next tenth hour at the beginning and end of each rental period. If the Aircraft is in the care of the Renter for more than (24) continuous hours the minimum time to be charged shall be 3.0 hours per day, each day the aircraft is in the possession of the renter. The operator must be notified of any delays in the return of the Aircraft.

The renter shall have a 'Day of Travel' and a 'Day of Return'. This would mean that if the renter dispatches the aircraft at 5pm on a Friday, and returns before 5pm on Sunday, they would only be charged for the Hobbs time on the aircraft for those two consecutive 24-hour rental periods. Anything after 5pm on that Sunday would be considered another 24-hour period and a full day charge (three (3) hours) would apply. In the case that the renter has accumulated enough Hobbs time on the Aircraft during the rental period to satisfy the minimum rental times in a 24- hour period, then only those charges for the Hobbs will apply. The rental period times will be strictly enforced by the dispatch times on the online flight scheduler. The responsibility will lie solely on the renter to ensure proper check in/out of the aircraft.

2. Route: Aircraft shall be flown during the rental period only within the confines of the Continental United States. Any flight outside the Continental United States will require the written approval from the owner of the Aircraft and SKYLINE COLUMBUS.

3. Sole Pilot: Renter shall be the sole pilot of the Aircraft during the rental period. Renter must complete and update the online scheduler 'Member Information' section. The information and representation made on the scheduler is hereby incorporated into this Agreement and the Renter understands that the Operator has relied upon such representations. In the event that the renter is a non- certificated pilot, the named Pilot in Command (PIC) shall also have an account within the scheduling system and have gone through the aircraft rental checkout procedure. SKYLINE COLUMBUS does not condone the use of its rental fleet to be associated with any form of aircraft charter and shall make no hold outs to this. Certificated pilots who rent shall abide by the Federal Aviation Regulation (FAR) and shall retain flight currency of the aircraft rented.

4. Smoking: There shall be no smoking inside the aircraft.

5. Preflight: Renter shall personally conduct a preflight inspection of the Aircraft as prescribed by the manufacturer of the Aircraft, including checking documents, sampling fuel from all sumps and determining that the fuel and oil on board the Aircraft are sufficient for the route planned. The Renter will also brief all passengers on the proper use of seats, seat belts, air vents, lights, and emergency exits, and shall follow all appropriate FAA rules and regulations.

6. Check-Lists: Renter shall use the Aircraft manufacturer's recommended check-lists for all aircraft operations.

7. Weather: Renter shall obtain weather reports or forecasts for the proposed flight prior to commencing the flight. The Aircraft shall only be operated when present and forecasted aviation weather indicates that VFR weather conditions are present both locally and en route. IFR operations are permitted only to the instrument rated Renter.

8. Runways: Renter shall utilize only established hard-surface runways except in case of emergency, or with Operator's prior written approval.

9. Accidents: Renter agrees to report to Operator any accident, mishap, incident or physical damage to person(s) or to the Aircraft as soon as practicable.

10. Certificates: Renter must hold a valid and current Federal Aviation Administration (FAA) pilot and medical certificates, and must have passed a flight review or equivalent within the preceding twenty-four (24) months and be current in all aspects relating to the flight. Notwithstanding anything to the contrary, Renter shall be

responsible to determine Renter's legal ability to operate rented Aircraft, in terms not limited to appropriate and current medical certificate, pilot's certificate, flight review and any other legal limitations.

11. Seizure or Forfeiture of Aircraft: In the event of seizure, forfeiture or damage to the aircraft as a result of operator negligence, Renter agrees to pay SKYLINE COLUMBUS, an amount equal to 3.0 hours per day rental of the Aircraft at the current hourly rate for each day the Aircraft is held or out of service. The total of such payments shall not exceed the fair market value of the Aircraft. Renter also agrees to pay attorney's fees and all expenses incurred in the recovery of said Aircraft.

12. Fuel Credits: Fuel credit will be applied to the Renter's account based upon the presentation of proper receipts at the time the Aircraft is returned based on the then current price to the operator at Operator's FBO. In case the fuel price was purchased at below that price, credit will be issued for the exact amount of the fuel purchase. Any charges other than fuel will not be reimbursed unless authorized in this Agreement or authorized by SKYLINE COLUMBUS.

13. Pilot's Physical Condition: The Aircraft shall not be operated if Renter has used intoxicating liquor, tranquilizers or sleep inducing drugs within twenty-four (24) hours prior to the commencement of a flight or if the pilot suffers any other physical impairment affecting the safety of the aircraft or its passengers.

14. Prohibited Activities: The Aircraft shall not be (a) used to carry persons or property for hire; or (b) flown in any race, contest, or used to perform aerobatics or spins.

15. Sublease/Assignment: Subleasing the Aircraft or assigning this Agreement to any other party or person is prohibited.

16. Condition of Aircraft: Renter hereby acknowledges that Operator is not the manufacturer of the Aircraft, nor the manufacturer's agent, and that Operator makes no warranty or representation, either express or implied, as to the fitness, workmanship, design, condition or merchantability of the Aircraft, its fitness for any particular purpose, or the quality or capacity of the materials in the aircraft.

17. Alterations: Renter agrees not to make any additions, alteration, or improvements to the Aircraft without the prior written approval of the Operator.

18. Insurance Coverage: Renter will not subject the Aircraft to any perils not covered by the insurance policy and will not allow an unauthorized person to operate the Aircraft. Renter is strongly encouraged to obtain renters insurance to cover the full hull value of the aircraft being flown.

19. Damage to Aircraft: At the termination of the rental period, Renter shall return the Aircraft to Operator in the same condition as when received, except for reasonable wear and tear. Renter shall be liable to Operator for any and all loss or damage sustained by the Aircraft during the rental period.

20. Emergency Repairs: Emergency repairs shall be defined as repairs to the Aircraft which, due to statute regulations, mechanical failure or damage, should be made to the Aircraft before further flight. Should the Aircraft require emergency repairs, Renter shall comply with the following procedures: (a) Contact Operator for instructions; (b) if no contact can be made and repair can be affected for One Hundred Dollars (\$100.00) or less, Renter may authorize and make payments for the repairs, for which Renter shall be reimbursed by Operator. Under no circumstances shall the Aircraft be flown by Renter without repair if to do so would violate any governmental statute or regulation or compromise the safety of the Renter, his/her passengers or the Aircraft.

21. Default: If Renter defaults in the performance of any of his/her obligations under this Amendment, Operator shall, at its option and without further notice, have the right to terminate the Agreement and to repossess the Aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Renter expressly waives the service of any notice. Exercise by Operator of either or both of the rights specified above shall not prejudice Operator's right to pursue any other remedy in law or equity. Furthermore, the Operator may refuse the rental of any Aircraft at anytime, without explanation.

22. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Georgia.

23. Integration/Successors Bound: This Agreement constitutes the entire Agreement between the parties, and as of its effective date supersedes all prior independent Agreements between the parties related to the renting of the aircraft.

Any change or modification must be in writing signed by both parties. This Agreement shall be binding and shall insure the benefits of heir, legal representatives, successors, and assigns of the parties hereto.

24. Indemnity-Force Majeure: Renter agrees to release, indemnify and hold Operator, its officers, employees, and contractors harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, which may be suffered by, or charged to Operator by reason of any loss or damage to any property, or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Renter of any covenant or condition of the Agreement or by an act or failure to act of Renter.

25. Rental Fee: Renter shall pay the Operator a rental fee for Renter's use of the Aircraft according to the published rate structure. Such rental fee shall be due and payable immediately at the end of the rental period. Credit on discount rate on block time purchases will not be reimbursed. In the event of non-payment within fifteen (15) days, interest will accumulate at a rate of 1.5% per month until the balance is paid in full. Furthermore, all applicable debit charges involved with a returned check will be added to the balance for collection, as well as reasonable collection fees, including attorney's fees.

26. Extension of Agreement: This Agreement shall be continuing and shall control each use of the airplane by Renter, unless modified or terminated by the parties in writing.

27. Disclaimer of Liability: Operator hereby disclaims and Renter hereby releases Operator from, any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Renter, its employees, agents or invites during the term of this Agreement, unless such loss, damage or injury is caused by Operator's gross negligence. The parties hereby agree that under no circumstances shall Operator be liable for indirect, consequential, special or exemplary damages, whether in contract or tort including strict liability and negligence to, such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the aircraft under this Agreement.

28. Additional Fees: In the event of cancellation with less than 24 hours notice, there will be a \$100.00 cancellation fee. In the event of a no-show without previous notice, there will be a charge of one (1) hour flight time (and instructor in case of dual) for Bookings of up to six (6) hours and three (3) hours of flight time (and instructor in case of dual) for bookings of more than six (6) hours up to twenty-four (24) hours.

29. Certification: I hereby certify that the above information is correct. I understand that Operator is relying on this information to rent the aircraft to me, and that false information may render me personally liable for loss or damage resulting from an accident. I further certify that I have read the Rental Agreement and that I agree to the terms and conditions set forth therein.

30. Currency: All customers must fly at SKYLINE COLUMBUS in the aircraft make and model to be flown, within the preceding 90 days to maintain flight proficiency. All student pilots are required to fly at SKYLINE COLUMBUS, in the aircraft make and model to be flown, within the preceding 30 days to maintain flight proficiency.

31. Wings Participation: All renters and flight students shall participate in the FAA's Pilot Proficiency Award Program (WINGS.) The renters/students record will contain the latest phase completed within the preceding twelve (12) calendar months. The online scheduling system will track the progress by updating anytime the renter/student brings the Flight Department Manager, a completion computerized printout or similar item mailed via the U. S. Postal Service from the FAA.

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*Signature of Applicant*

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*Signature of Owner*

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*Date*

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*Date*