



## JB Aviation Flight School, Inc. Aircraft Rental Agreement

This AIRCRAFT RENTAL AGREEMENT is entered into as of the day of \_\_\_\_\_, 20\_\_\_\_, by and between JB Aviation Flight School, Inc. ("JB Aviation") and \_\_\_\_\_ ("Renter").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Sole Pilot:** 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 JB Aviation.
2. **Certificate:** Renter holds a valid and current Federal Aviation Administration pilot or student pilot certificate and medical certificate. A licensed must have completed a Flight Review within the past twenty-four calendar months per the Federal Aviation Regulations.
3. **Aircraft Condition:** JB Aviation will provide the Renter with a rental aircraft in airworthy condition whose operation is in compliance with all applicable federal regulations. The Renter certifies that he/she has inspected each rental aircraft rented to him/her and certifies that the rental aircraft is in good mechanical condition and free of any obvious defects prior to flight. In the event Renter discovers that the rental aircraft is not in good mechanical condition or is not free of any obvious defects, he/she shall immediately report such condition to a JB Aviation employee before flight and shall not fly such rental aircraft until it has been inspected by an authorized JB Aviation representative. RENTER HEREBY ACKNOWLEDGES THAT JB AVIATION IS NOT THE MANUFACTURER OF THE RENTAL AIRCRAFT, NOR THE MANUFACTURER'S AGENT, AND THAT JB AVIATION MAKES NO WARRANTY OR REPRESENTATION, NEITHER EXPRESS NOR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE RENTAL AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIALS IN THE RENTAL AIRCRAFT.
4. **Preflight Inspection:** Renter shall personally conduct a preflight inspection as prescribed by the manufacturer of the rental aircraft, including but not limited to, 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 rental aircraft. Renter solely accepts the ultimate responsibility of determining whether the rental aircraft is airworthy notwithstanding any provision of this agreement.
5. **Checklists:** The Renter shall use the rental aircraft manufacturer's recommended pre-takeoff, takeoff, cruise, pre-landing, and landing checklist, or a suitable checklist provided by JB Aviation.

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

7. **Prohibited Operation:** The rental aircraft shall not be used (a) to carry persons or property for hire, or (b) in any race, test, contest, or aerobatics- other than spins for flight training, and then, only if accompanied by a JB Aviation authorized flight instructor. Further, the Renter shall not operate the rental aircraft if, within the preceding twenty-four (24) hours, 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.

8. **IFR Limitation:** The Renter shall not operate the rental 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 JB Aviation flight instructor for flight in instrument meteorological conditions and has received the prior approval of JB Aviation, or his designated representative, for the flight the Renter intends to make.

9. **Enplaning and Deplaning Passengers:** The Renter shall not enplane or deplane passengers while the engine is running.

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

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

12. **Damage to Aircraft or Other:** At the termination of any period of time which Renter reserves a rental aircraft for rental, Renter shall return the rental aircraft to JB Aviation and in the same condition as when the rental aircraft was received by Renter, normal wear and tear excepted. JB Aviation does not provide any type of insurance covering the Renter nor is the Renter insured by JB Aviation's insurance, for damages to the rental aircraft, damage caused by the rental aircraft, or any injury or other damage in any way related to the rental aircraft while rented by the Renter. In addition to any other liability incurred by Renter by Renter's use or possession of the rental aircraft, Renter shall be liable to JB Aviation for any and all loss or damage to the rental aircraft while rented by the Renter, as well as the payment of any insurance deductible JB Aviation pays in relation to any and all damage and/or injury incurred that is in any way related to the rental aircraft while rented by the Renter. JB Aviation does not require, but highly recommends that Renter obtain a non-owner aircraft liability insurance policy, sometimes referred to as a "renter's policy" to cover Renter's liability in these instances, and to cover Renter's liability to third parties in the event of an accident or incident.

**13. Emergency Repairs:** Emergency repairs shall be defined as repairs to the rental aircraft that, due to statute, regulations, mechanical failure or damage, should be made to the rental aircraft before further flight can safely be conducted. Should the rental aircraft require emergency repairs, Renter shall comply with the following procedure: (a) contact JB Aviation for instructions; (b) if no contact can be made, and repair can be made for two hundred dollars (\$200.00) or less, Renter may authorize and make payment for the repairs, for which the Renter shall be reimbursed by JB Aviation, except repairs to damage caused by an accident or incident during the rental period and when the rental aircraft was not in the possession or control of JB Aviation. Under no circumstances shall the rental aircraft be flown by the Renter without repair if to do so would violate any governmental statute or regulation or compromise the safety of the Renter, his/her passengers, other persons or objects, or the rental aircraft.

**14. Rental Policies and Procedures:** JB Aviation has established written rental policies and procedures regarding the rental and operation of its rental aircraft, which policies and procedures are incorporated herein by reference. The Renter acknowledges that he/she has received a copy of JB Aviation's Rental Policies and Procedures, and further, that he/she has read and understands them.

**15. Rental Scheduling:** JB Aviation's rental aircraft scheduling is done on a first come, first served basis. All scheduling done is subject to a rental aircraft's prior need for maintenance and/or periodic inspection. If a scheduled rental aircraft becomes unavailable for any reason, JB Aviation reserves the right to make changes to your reservation.

**16. Disclaimer of Liability:** JB AVIATION HEREBY DISCLAIMS, AND THE RENTER HEREBY RELEASES JB AVIATION, 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. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL JB AVIATION 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 RENTAL AIRCRAFT UNDER THE TERMS OF THIS AGREEMENT.

**17. Indemnity:** To the fullest extent permitted by applicable law, Renter shall indemnify and hold harmless JB Aviation from and against any claim resulting from Renter's use of the rental aircraft.

**18. Payment:** The Renter expressly agrees to pay JB Aviation upon termination of the rental period:

(a) the hours, to the nearest present tenth, of usage indicated by the readings on the hour meter (Hobbs) during the term of the rental (or tach time x 120% if the hour meter is inoperative), and any charges to fulfill the minimum guarantee as specified in JB Aviation's current rental rate sheet (i.e. fuel surcharge), the terms of which are incorporated herein by reference.

(b) Any charges for failure to appear for a scheduled appointment without having given notification of cancellation at least twenty four (24) hours in advance.

(c) Any expenses incurred by JB Aviation to return a rental aircraft to its home base due to the Renter's inability to do so.

(d) In accordance with JB Aviation's Rental Policies and Procedures, any charges incurred by the Renter for landing, parking, tiedown fees or any and all other fees incurred at other airports.

(e) The value of any parts, accessories, instruments, and other items which are missing from the rental aircraft when it is returned to its home base, where such occurrence was due to the Renter's neglect to properly lock and secure the rental aircraft when left unoccupied during the rental period.

(f) In the event the Renter intends to rent a rental aircraft for a period in excess of four hours, the Renter agrees that, if requested by JB Aviation, he/she shall deposit with JB Aviation sufficient funds to pay for the anticipated rental cost to be incurred, and, if the Renter makes such deposit with a credit card, he/she expressly authorizes JB Aviation to charge that credit card account for all costs associated with the rental without the further approval of the Renter.

(g) JB Aviation reserves the right to deny rental to anyone carrying a negative account balance until this account is made current.

I agree that should JB Aviation Flight School, Inc. be required to incur attorney's fees and costs in any way related to my aircraft rental or past due account, I will be personally responsible for payment of said attorney's fees and costs.

I warrant that the information, statements and representations contained herein are true. I understand that JB Aviation Management, Inc. is relying on this information to rent the rental aircraft only to me and that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an accident. Further, I acknowledge that JB Aviation carries hull and liability insurance on its rental aircraft for its benefit and that JB Aviation's insurance carrier retains a right of subrogation against me in the event a claim is made on account of my negligence. JB Aviation encourages the Rental Pilot to secure his/her own insurance.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_