



**RETURN OF THE YOKE:** At the end of the Rental period, the Customer shall be obligated to return the yoke to the Company at the Customer's expense. The yoke will be returned in the supplied shipping tube.

**OWNERSHIP AND STATUS OF THE YOKE:** The yoke will be deemed to be personal property of the Company, regardless of the manner in which it may be attached to any other equipment. The Company shall be deemed to have retained title to the yoke at all times. The Customer shall immediately advise the Company regarding any notice of any claim, levy, lien, or legal process issued against the yoke.

**WARRANTY:** The Company makes no warranties; express or implied, as to the yoke rented. The Customer assumes the responsibility for the condition of the yoke.

**LIABILITY AND INDEMNITY:** Liability for injury, disability, and/or death of persons caused by operating an aircraft in which the yoke is installed during the term of this Rental is the obligation of the Customer, and the Customer shall indemnify and hold the Company harmless from and against all such liability. Customer shall maintain liability insurance in accordance with all Federal, State, and Local laws for their aircraft while the yoke is in use.

**DEFAULT:** The occurrence of any of the following shall constitute default under this rental agreement:

- A. The failure to make a required payment under this Rental when due.
- B. The insolvency or bankruptcy of the Customer.
- C. Failure to comply with any section of this agreement.

**RIGHTS ON DEFAULT:** If the Customer is in default under this Rental, without notice to or demand on the Customer, the Company may take possession of the yoke as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Customer responsible for any deficiency. The Company shall be obligated to re-rent the yoke, or otherwise mitigate the damages from the default, only as required by law.

**NOTICE:** All notices required or permitted under this Rental shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Rental.

**ASSIGNMENT:** The Customer shall not assign or sublet any interest in the yoke without the Company's prior written consent.

**ENTIRE AGREEMENT AND MODIFICATION:** This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.

**GOVERNING LAW:** This contract shall be construed in accordance with the laws of the Commonwealth of Virginia.

**SEVERABILITY:** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER:** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

**COMPANY:**

New Kent Aviation, LLC

By: \_\_\_\_\_  
Douglas J Cumins  
Owner

**CUSTOMER:**

\_\_\_\_\_  
Aircraft Model and N-number on which yoke is to be installed

By: \_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Customer Phone Number