

AVIATION TECHNOLOGIES INC. AIRCRAFT RENTAL AGREEMENT

This AVIATION TECHNOLOGIES INC. AIRCRAFT RENTAL AGREEMENT (“Agreement”) is made this _____ day of _____, 20____ by and between Aviation Technologies, Inc. (ATI) whose address is 101 Hangar Road; Avoca, Pennsylvania 18641

and _____ (“Pilot”) whose address is:

(Street)

(City) (State) (Zip Code)

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

1. Term: This Agreement will commence on the date first written above and will expire on its one year anniversary (“Term”), unless terminated earlier in accordance with the provisions contained herein.

2. Flight Schedule Pro Account: ATI uses flightschedulepro.com exclusively for managing the schedules of its rental/flight training aircraft and flight instructors. Throughout the Term of this Agreement, Pilot will maintain his or her own user account under ATI’s flightschedulepro.com program. The Pilot can follow the link on ATI’s web site or go to <https://www.flightschedulepro.com/gateway.aspx?mode=signup&code=76987&id=76987> to sign up.

Pilot is responsible for completely filling out all General Information, Address, and Emergency Contact information in his or her flightschedulepro.com user account profile and for keeping all such information up to date during the Term.

Pilot is also responsible for completing Attachment A – Required Pilot Information of this Agreement and keeping all such information up to date during the Term. ATI further requires the Pilot to maintain a copy of Pilot’s current Pilot License and Medical Certificate on file with ATI, along with a copy of the Pilot’s valid driver’s license for identification purposes.

In addition, for flight training students, the Transportation and Security Administration now requires proof of citizenship (*Original Birth Certificate or Valid Passport ONLY*) be **PROVIDED PRIOR TO ANY TRAINING** that might result in a Certificate and/or additional rating. The student Pilot is responsible for maintaining current copies of all such documents on file with ATI during the Term.

3. Rental of Aircraft; Flight Instruction. Upon the full execution of this Agreement by all parties and the activation of Pilot’s ATI flightschedulepro.com account, Pilot may, subject to availability and the other terms and conditions incorporated in this Agreement, rent ATI’s aircraft and receive ground and flight instruction. ATI makes no guarantee that a specific aircraft – or any aircraft - will be available when Pilot desires to rent it or that a specific flight instructor – or any flight instructor - will be available when Pilot desires to receive instruction.

The fees for aircraft rental, instruction time, and related services are as set forth in Attachment B – Fee Schedule hereof. ATI may amend Attachment B from time to time in its sole discretion. Pilot is responsible for making sure that he or she has the most current version of Attachment B.

All reservations for aircraft rental and flight instruction MUST be made by the Pilot using the Pilot’s ATI flightschedulepro.com account.

All aircraft and flight instructors are based at the Wilkes-Barre/Scranton International Airport (“AVP”).

4. Payment. Payment is due when services are rendered. ATI accepts cash, checks, Epic Card, Visa, MasterCard, American Express, and Discover as payment for services rendered. All past due accounts will incur a finance charge in the amount of 1.80% of the balance due per month (21 percent per annum). All checks returned for “Insufficient Funds” will incur a service charge in the amount of \$35.00 per check in addition to the cost of services rendered. Pilot’s account must be paid current to maintain flying privileges with ATI. An account past due 90 days or more will result in the termination of this Agreement collection action being taken. The Pilot is responsible for attorney fees, court fees, and all other costs arising from any collection action.

5. Reservation Cancellations and Changes: ATI enforces a 24 hour cancellation policy. Should the Pilot need to cancel or change a reservation, the Pilot must do so through his or her ATI flightschedulepro.com user account. If the Pilot cancels a flight with less than 24 hours’ notice, then ATI reserves the right to bill the client for the full price of the aircraft and instructor for a flight lesson reservation, or the full price of the aircraft for a rental reservation. This provision does not apply to weather-related cancellations.

6. Insurance. ATI maintains in effect a minimum of \$100,000 of basic liability insurance covering each aircraft rental, including flight instruction. Current information regarding our insurance may be obtained from ATI upon request.

In order to meet our insurance obligations, the rental of certain types of aircraft will first require the Pilot to undergo special check out procedures. Please ask an ATI flight instructor to explain these procedures and the aircraft to which they apply.

ATI encourages the Pilot to obtain his or her own Non-Owned Aircraft/Renters insurance policy in order to meet the individual needs of the Pilot.

7. Damage. The Pilot agrees to pay for any and all Damage to the aircraft and any loss of use of the aircraft by ATI as a result of the Pilot’s use of the aircraft. “Damage” includes any condition that renders an aircraft un-airworthy (in a condition that is unsafe for flight or out of conformity with its type certificate) and is not limited to the physical impairment of the unit. It is the Pilot’s sole responsibility to ensure proper treatment and handling of the aircraft, records, and/or equipment, which is being rented to the Pilot.

8. Hold Harmless. The Pilot hereby agrees to indemnify and hold ATI harmless against any liabilities, claims or Damage which result from/or are in connection with Pilot’s rental of an aircraft or receipt of flight instruction services pursuant to this Agreement; and the pilot also agrees to be responsible for the payment of any and all Damage caused to Pilot, the flight instructor, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot’s possession and use.

9. Minimum Standards for Aircraft Use

a) *Federal Aviation Regulations (FARs).* It is the Pilot’s sole responsibility to comply with all Federal Aviation Regulations (FARs) at all times.

b) *Handling of Aircraft.* The Pilot is solely responsible for complying with all FARs and the aircraft manufacturer’s guidelines and any other source regulating pre-flight procedures. Any damage, un-airworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to ATI immediately **PRIOR TO FLIGHT**. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories.

Furthermore, it is the Pilot’s sole responsibility to comply with all FARs and the aircraft manufacturer’s guidelines and any other source regulating aircraft starting, taxi, in-flight, and post-flight procedures. Any damage found during or at the conclusion, must be reported to ATI immediately and prior to the Pilot leaving ATI’s premises.

Any Damage caused by the Pilot or during Pilot’s use of the aircraft, and not reported to ATI will result in termination of flying privileges with ATI and collection action being taken against the Pilot for the cost of corrective actions to the aircraft, including, but not limited to the cost of aircraft recovery, airframe/engine repairs, loss of use, and reasonable administrative fees.

c) *Aircraft Flight Time.* The Pilot is responsible for checking the current HOBBS time on the aircraft log prior to starting the aircraft. HOBBS/ differences found prior to starting the aircraft must be immediately reported to ATI for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft log sheet, **to the highest tenth**, the ending HOBBS/ time after shutting down the aircraft.

d) *Master/Avionics Switches.* It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. Failure to comply could result in a cancellation of the pilot's privilege to rent any aircraft from ATI.

e) *Securing of Aircraft.* It is the Pilot's responsibility to secure the aircraft, after each flight.

f) *Cleanliness.* It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight.

g) *Smoking in Aircraft.* Smoking in the aircraft is strictly PROHIBITED. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED. The Pilot will be refused any further flying privileges for failure to comply with this rule.

h) *Weight & Balance.* Prior to all flights, Pilots are required to perform and document an aircraft weight and balance.

i) *Fees at Other Airports.* The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred en-route or at the Pilot's flight destination at the time they are incurred. If not settled at that time, the Pilot will be charged a processing fee \$25.00 for failure to comply with this rule.

j) *Unpaved Airport Landings.* Except with prior written permission from ATI, or while in training with an ATI flight instructor, the Pilot is NOT PERMITTED to conduct any "Unpaved Airport Landings", which include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.

k) *Flight Currency with ATI.* It is the Pilot's sole responsibility to comply with all FARs concerning flight currency. In addition, ATI requires flight currency in each type aircraft within the past 90 days. Once a Pilot's currency expires, the Pilot may be required to have a flight currency checkout with an ATI flight instructor.

l) *Night Flights.* The Pilot is solely responsible to comply with all FARs concerning night currency.

m) *Extended /Overnight Rental.* The Pilot understands that all aircraft require a minimum of 4 hours charge per day for Overnight or Extended Rentals. An Extended Rental is any reservation of the aircraft for 12 consecutive hours or more.

n) *Operations.* The Pilot will only rent aircraft in which Pilot has received a checkout and for which the Pilot's records with ATI indicate such checkout. Pilots are encouraged to inspect their ATI records periodically. The Pilot will not conduct commercial operations including flight training in an ATI aircraft. Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY, unless approved in writing to fly right seat by an ATI flight instructor. The Pilot will not allow anyone else to fly the aircraft. Student Pilots (those pilots who are receiving flight instruction and do not yet hold at least a private pilot certificate) are PROHIBITED from carrying of passengers. Student Pilots in the solo phase of instruction must have a current sign off from their instructor and observe all weather and wind limitations in the sign off. Student pilots will make all landings to a FULL STOP/FULL STOP TAXI BACK. Touch & Go landings are PROHIBITED unless an ATI flight instructor endorses the pilots log book to reflect proper training and competency.

o) *Flight Instruction*. Only ATI flight instructors are permitted to provide flight instruction in ATI aircraft. Pilots may not provide instruction in an aircraft rented under this Agreement unless they first become an ATI flight instructor. Pilots may not receive instruction in an aircraft rented under this agreement except from an ATI flight instructor.

p) *Flight Instruction Time*. The amount of flight or ground instruction time given to the Pilot on any topic is at the sole discretion of the ATI flight instructor. Billable instruction time begins at the scheduled time for the lesson unless prior arrangements have been made with the instructor.

q) *Aircraft Rental/Keys*. ATI reserves the right to rent any aircraft or to permit any flight instructor in the event that the Pilot is more than 15 minutes late for Pilot's scheduled time. The Pilot must provide 24 hours' notice of reservation cancellation or changes in accordance with Section 5 hereof. Pilot warrants and represents that he or she will return the aircraft at the time scheduled in the reservation. Late returns may result in additional charges. The Pilot will ensure that the aircraft key, checklist, logbook, and other items provided with the aircraft are returned with the aircraft dispatch before leaving the premises. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.

r) *Aircraft Malfunctions*. If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or un-airworthy for either continued flight or the planned operation (night, IFR, etc.) - and such malfunction is not the result of Damage as defined in Section 7 hereof caused in whole or in part by the Pilot or Pilot's use of the aircraft – ATI will be solely responsible for the cost of retrieving the aircraft and correcting any discrepancies.

In the event that ATI determines, in its sole discretion, that any aircraft malfunction was the result of Damage as defined in Section 7 hereof caused by the Pilot or the Pilot's use of the aircraft, then the Pilot will be required to reimburse ATI for the costs of recovering the aircraft, correcting the discrepancies, loss of use, and reasonable administrative fees.

Under no circumstances will ATI be responsible for travel or other expenses incurred by the Pilot or the Pilot's passengers, if any, as the result of any aircraft malfunction. ATI is not responsible for providing a substitute aircraft or other means of transportation in the event of an aircraft malfunction.

In all cases, the Pilot will be responsible for all costs and charges incurred prior to the malfunction.

s) *Adverse Weather*. It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to AVP, it is the Pilot's responsibility to remain with the aircraft until it is safe to return to AVP. ATI is not responsible for travel expenses or other charges incurred by the Pilot or the Pilot's passengers, if any. At the Pilot's discretion, ATI will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by ATI in returning the aircraft to AVP in addition to the rental charges for the aircraft.

t) *Fuel Purchases*. ATI aircraft may be rented "wet" or "dry" at the rates specified in Attachment B of this Agreement, as amended from time to time.

ATI provides a special discounted fuel rate to all renters at its AVP Fixed Base Operations ("ATI Rental Fuel Rate"). This rate fluctuates with ATI's cost of fuel.

For "dry" rentals, all fuel used by the Pilot during the course of the rental will be at the Pilot's sole cost and expense. Pilots renting an aircraft "dry" agree to return aircraft to ATI with at least the same amount of fuel on board as when Pilot took possession of the aircraft. "Dry" rental Pilots will not be entitled to a credit if the fuel level in the aircraft exceeds the amount of fuel on board at the start of the Pilot's rental period.

For "wet" rentals, if the Pilot purchases fuel at an airport other than at AVP, ATI will reimburse Pilot for such purchase up to the per gallon price in effect at AVP at the time of the purchase. The Pilot must present vendor-issued receipts for all such purchases at the time that they return the aircraft to ATI in order to receive such credit.

10. Maintenance. Any maintenance related items that could interfere with the safety of a flight and squawks found, must be immediately reported to ATI Staff. All squawks must be immediately reported and noted on the aircraft squawk sheet provided with the aircraft. Any maintenance related action required away from home base requires prior authorization from ATI management. Telephone numbers are located in the aircraft binder. ATI's 24-hour on-call maintenance phone number is 570- 290-1702

11. Emergencies. Pilot agrees to report all accidents, both major and minor immediately along with any names and addresses of witnesses and involved parties. Pilot will not allow the aircraft to be moved unless expressly authorized to do so by ATI or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities and ATI in accordance with NTSB requirements.

12. Governing Law. This agreement shall be construed and enforced under the laws of the State of Pennsylvania. The parties submit to the exclusive jurisdiction of the courts of Luzerne or Lackawanna County for any matter arising under this Agreement.

13. Amendment/Modification/Termination. Notwithstanding the terms of any other provision of this Agreement, this Agreement may be amended, modified, or terminated in writing at any time by ATI in its sole discretion. ATI will use commercially reasonable efforts to advise Pilot of any such amendment, modification, or termination as soon as practical.

14. Survival. Sections 4, 7, 8, Subsections 9 b), r), s), and t), and Section 12 hereof will survive the expiration or termination of this Agreement.

15. Headings. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

16. Entire Agreement. This Agreement, including its attachments and exhibits, constitutes the entire agreement between the parties regarding the subject matter hereof. It supersedes and replaces in their entirety, any prior negotiations and agreements between the parties.

17. Certification. Pilot warrants and represents that that all information supplied to ATI is true and correct.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Aviation Technologies, Inc.

By: _____
(ATI Representative – Signature, Printed Name, and Title)

Pilot: _____
(Signature and printed name)

Attachment A to the ATI Aircraft Rental Agreement Required Pilot Information

(Please complete ALL lines)

Telephone No (Work) _____ Telephone No (Home) _____

Mobile Phone No _____

Email Address _____

Pilot Certificate No _____ Date of Birth _____

Medical Date _____ Medical Class _____

Last Flight Review _____ One-Time Checkout _____

Credit Card No _____ Type _____ Expires _____

Emergency Contact _____ Telephone No _____
(Name)

Relationship _____

Copy Received:

Pilot Certificate _____ Medical Certificate _____
(Date) (Date)

Driver's License _____ Proof of Citizenship _____
(Date) (Date)

**Attachment B to the ATI Aircraft Rental Agreement
Fee Schedule – Effective 8/1/2013**

Aircraft

Piper Warrior III	N435ND	Avidyne Glass Panel; Dual Garmin 430	\$145.00/hour “wet” \$95.00/hour “dry”
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Flight Instruction (Including renter sign-offs and “check rides”)

Flight Instruction in aircraft	\$40.00/hour
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Ground instruction	\$40.00/hour
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