



Flight School & Aircraft Rental Agreement

Name _____ Phone Number _____

Address _____

Email _____

Pilot Certificate Type and Number _____

Last Medical Date and Type _____ Last Flight Review Date _____

Total Time _____ Time in last 12 months _____

Welcome to Max Aero. As a valued customer of Max Aero, there are a few company policies that you will need to be aware of when renting airplanes. If you have questions or need clarification on any of the policies listed, please ask for our assistance.

Customers utilizing Max Aero aircraft & instructors for dual flight instruction and aircraft rental must read & sign this agreement before taking flight. (Including: Private, Instrument, Single Engine Commercial, Multi Engine Private, Multi Engine Commercial, Certificated Flight Instructor, Certificated Flight Instructor Instrument, Certificated Flight Instructor Multi Engine, Airline Transport Pilot, aircraft checkout, flight review, instrument proficiency check, one-time dual instruction flight)

This agreement is subject to change without notice.

1. **Insurance:** All pilots flying MAX AERO aircraft have \$100,000 per passenger liability coverage. Coverage details are available by contacting the Flight School Manager. All pilots are required to cover the insurance deductible of \$1,000 (in motion)/\$250 (not in motion) or other deductible amount that may become applicable from year to year, in the event of damage to a single engine aircraft. Renter may be responsible for more damage & loss of use. MAX AERO strongly recommends that you acquire a "Pilot Renter Insurance" policy to increase liability coverage, cover the insurance deductible and cover potential loss of use of a MAX AERO aircraft. Renter insurance is available through AOPA, Avemco and a number of other providers.

Aircraft Rental Insurance Provider: _____ Policy Number: _____

2. **Pilot Currency & Aircraft Checkouts:** Pilots must be checked out in each make and model aircraft they desire to rent using the Max Aero Pilot Checkout process, which also fulfills the requirement of a flight review. The Max Aero Pilot Checkout process must be repeated annually in order for the pilot to retain rental privileges. After completing the checkout process, pilots renting Max Aero

aircraft must fly a Max Aero aircraft at least once every 60 days to maintain currency. If a pilot lapses this currency requirement, a MAX AERO instructor needs to be scheduled to fly with the pilot for a short re-currency flight comprised of at minimum three take-offs and landings to demonstrate proficiency.

- If a customer holds an instrument rating and wishes to have instrument privileges in an MAX AERO aircraft, he or she must complete an Instrument Proficiency Check as part of his or her initial checkout.
3. **Flight Instruction.** Only approved MAX AERO Instructors are authorized to provide flight instruction in MAX AERO aircraft. Fees and scheduling are handled by the individual instructors.
 4. **Student Pilot Dispatching:** Student pilots are required to be dispatched at all times for solo flight. Student pilots must be dispatched by their primary instructor for cross country flights & must plan to be on the ground in O61 one hour before official sun set. Student pilots are required to file a flight plan with FSS for all cross country flights. Upon arrival back to O61, student pilot will close flight plan with FSS. If an unscheduled landing is made on a student solo the student pilot must contact their instructor to be re-dispatched before departure and will make the appropriate notification to Flight Service.
 5. **Student solo:** Students wishing to solo must have their logbooks, medical and pilot file endorsed by their instructor (or dispatching instructor) and dispatched accordingly.
 - A FSS flight plan must be filed for all student solo cross countries.
 - Primary instructors must dispatch all solo cross countries & student pilots must be back on the ground at O61 one hour before sunset.
 - Student pilots may not solo aircraft with more than 15kts total wind and/or 7kts crosswind.
 6. **Preflight:** Renter and student pilots will inspect and make a ground check of the aircraft, its equipment and accessories before takeoff and will not accept said aircraft until they are satisfied as to its air-worthiness and proper functioning of said equipment and accessories. Renter/student pilot will also familiarize themselves with Aircraft Flight Manual and Maintenance Records.
 7. **Medical and Flight Reviews:** All pilots are required to maintain current & valid medical certificates, Flight Reviews, and Instrument Proficiency Checks (if applicable) while renting MAX AERO aircraft.
 8. **Aircraft & Instructor Scheduling:** Customers may schedule themselves for aircraft rental & instruction online through the online scheduling system. If the customer is unable to use a computer, he or she may phone MAX AERO to schedule. If you schedule an airplane to “Remain Over Night” (RON) please indicate it on the schedule. For all cross country flights please include your destination airports in the comments section when scheduling an airplane.
 9. **Aircraft Rental Minimums:** Pilots renting aircraft for 12-hours or more are required to pay minimum rentals: 2 hours per day during the week (Monday through Friday) and 3 hours per day on the

weekends (Saturday & Sunday). The minimums are determined upon departure. Upon returning, if the pilot does not meet the minimum hours, he/she must pay fifty percent of the difference between the flown and minimum hours. For example, if the rental minimums were 6.0 hours and the renter only flew 4.0 hours, he or she would be billed an additional 1.0 hours.

10. **Aircraft Rental Cancellations:** Aircraft rentals and dual lessons may be cancelled for any reason without charge if there is a minimum of 12 hours notice given. If there is less than 12 hours notice given and weather or illness is not a factor the student/renter will be charged a “no-show/cancellation” fee. If you are unable to use the aircraft at the time scheduled, please call MAX AERO as soon as possible so we can free the aircraft for other pilots. If you need the aircraft longer than originally scheduled, please call and check the schedule first. Do not assume the airplane is open. If you have not shown up for your scheduled flight time, the aircraft will be made available for other rentals after fifteen minutes. To maximize the schedule or due to maintenance, MAX AERO dispatch may change your reservation to another aircraft with the same make and model without notification. If your scheduled airplane has gone in for maintenance and there isn’t another airplane available with the same make & model the MAX AERO will contact you for further instructions.
11. **Payments:** Payment for all service is required at the time of service. MAX AERO accepts Master Card, Visa, American Express, Discover, personal or company checks, Traveler’s Checks or cash.
12. **Smoking:** There is no smoking allowed in any of the aircraft, in the building or on the ramp. No eating or open bottles in the aircraft.
13. **Headsets:** Headsets are available for pilots enrolled in flight training on an “as available” basis.
14. **Fuel Reimbursement:** All fuel and oil purchased outside MAX AERO will be reimbursed at MAX AERO’s current rate or less; whichever is applicable. MAX AERO does not pay for landing, tie down, or other miscellaneous taxes and service charges.
15. **Maintenance Discrepancies during Rentals Away From MAX AERO:** Upon noting discrepancy, call MAX AERO immediately (530-350-5052) for further instructions or to authorize repairs or method of returning home. Renter pilots are not permitted to tamper with or attempt to repair any part of the airplane or its accessories but will contact MAX AERO immediately upon noting the maintenance discrepancy. All off-site maintenance must be authorized by MAX AERO prior to any maintenance being performed on the aircraft. The renter will coordinate with the MAX AERO on the return of the airplane to O61 once the maintenance discrepancy has been repaired.
16. **Weathered In:** If weather is a problem, please notify MAX AERO as soon as possible. If you are unable to return due to weather and need to rent a car, you are encouraged to do so. No pilot should be overcome by “get-home-itis” or should fly in weather they’re not comfortable or qualified to fly in. If an aircraft is left at a different airport, the pilot is responsible for the return of the

aircraft. In some cases, pilots will need to pay for another pilot and aircraft to retrieve the plane. If weather is a problem, rental minimums will not be enforced.

17. **Aircraft Log Books:** The maintenance logbooks can be checked out by your instructor for checkrides. The logbooks must be returned promptly after your check ride to your instructor

18. **Flight Planning:** Computers are available for flight planning in the MAX AERO office.

19. **Aircraft Tires:** Renter & student pilots are responsible to check aircraft tires prior to each flight to ensure there are no bald spots with cord showing. If an airplane is hard squawked for a flat tire or bald spot (with cord showing), the last student or renter pilot to fly the airplane will be billed for the full cost of the tire replacement (labor, parts and retrieval expenses). The last student or renter pilot to fly the airplane will be required to complete three take offs and landings with an MAX AERO instructor before he or she rents again.

I have read & understand the Aircraft Tires Policy (initials): _____

20. Prohibited Maneuvers:

- No pilot will perform spins or aerobatics in MAX AERO aircraft unless an authorized MAX AERO instructor is on board.
- Minimum altitudes will be consistent with FARs; low flights below FAR minimums of residential properties will not be tolerated.
- No student pilot power off emergency procedures
- Instrument rating is required for night flights without an MAX AERO instructor.

21. **Runway Surfaces:** Landings on other than hard-surface runways are not authorized. However in the event of an actual emergency this rule does not apply.

22. **Right to Refuse Service:** MAX AERO has the right at any time to refuse aircraft rental and flight instruction to our customers. Customers demonstrating dangerous decision making skills, display signs of anger management problems, are disrespectful to MAX AERO staff, refuse to follow company policies or are involved in an accident or incident may be asked to take their business elsewhere. It is not our intention to refuse service but safety and the well-being of our staff is number one.

23. VFR Weather Requirements

- Pattern
 - 1,500' ceiling.
 - 3 miles visibility.
 - Maximum 25 knots of wind; 10 knots for student solo.
 - Maximum direct crosswind of 15 knots; 7 knots for student solo.
- Cross Country

- 3,000' AGL ceiling.
- 3 miles visibility; 10 miles for student solo.

24. IFR Weather Requirements:

- Take-off minimums: In addition to any published procedures, conditions must be at or above landing minimums (visibility & ceilings) for departure airport or an airport within 10 nautical miles.
- The forecast must be at or above landing minimums (visibility & ceiling) for all airports of intended landing. These requirements must be met prior to take-off.
- Landing minimums: commensurate with the FAR's.
- Dispatching instructors reserve the right to be more restrictive than the FAR's or this agreement when taking into account pilot's experience.
- FAR requirements for filing alternates must be adhered to.

25. **Weather Briefing Requirement:** Pilots will, immediately before flight, obtain weather reports and forecasts pertinent to each flight and familiarize themselves with all available information concerning the flight, including NOTAMs for destination and alternates and temporary flight restrictions.

26. **Securing of Aircraft:** At the end of a flight MAX AERO aircraft must be returned to their assigned parking spot (if at MAX AERO) if the MAX AERO ramp is full or crowded use the main ramp, pushed back by using the tow bar, control lock installed, windows closed, doors locked. Kicking the front nose wheel, pushing on the spinner or pushing on the tail of the aircraft are prohibited methods of pushing the airplane back. If tie downs are unavailable where you are securing the aircraft please bring your own or use chocks. Airplanes will be returned with no other than normal wear and tear. If the aircraft has endured any damage or other than wear and tear use, advise the MAX AERO immediately.

27. **Aircraft Use:** MAX AERO rental aircraft will be used for the purpose of pleasure or personal business. Flights for the purpose of compensation or hire are prohibited. The renter or student pilot who has received an aircraft checkout is the only pilot that is authorized to fly the airplane; dual instruction, by non-MAX AERO flight instructors, is strictly prohibited. Renter and student pilots will observe all federal, state and local air safety regulations and will obtain weather reports and forecasts prior to any flight.

28. **Accidents & Incidents:** Renter and student pilots will report all accidents, major and minor, to MAX AERO at once, together with the names and addresses of witnesses and involved parties, and in the event of accident, will not remove the airplane unless expressly authorized to do so by MAX AERO. Incidents must also be immediately reported to MAX AERO. Renter is responsible for all damage caused by renter's negligence.

29. **Battery Failure due to Master Switch:** In the event the master switch is left on by a student or renter pilot causing a dead battery, he or she will be charged \$50 for the repair.

I understand and have read ALL the above policies and agree to adhere to. (If renter or pilot under the age of 18 pilot or legal guardian must sign and state relationship to pilot/renter)

Signature

Date