



American Flying Academy

**ENROLLMENT
FORM**

Name: _____

Home Address: _____

Business Address: _____

Driver's License No.: _____

Social Security No.: _____

Date of Birth: _____

Emergency Contact: _____

Phone: _____

E-mail address: _____

Phone Numbers: _____

Home: _____

Mobile: _____

Business Ph: _____

Airman Information: _____

Pilot Certificate No.: _____

Ratings & Limitations: _____

Flight Experience: _____

Total Flight Hours: _____

Single Engine: _____

Multi Engine: _____

Last Biennial Flight Review: _____

Last Instrument Proficiency Check _____

Medical Class: _____

Medical Expiration Date: _____

Check Out By: _____

Name: _____

AIRCRAFT RENTAL AGREEMENT

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

1. **Rental Period:** The rental period shall be in one tenth (0.10) hour periods as determined by the greater of 1.2 times the tachometer time or the "Hobbs" meter time, rounded up to the next tenth hour at the beginning and end of each rental period, with a minimum flight time of one (1) hour. **If the Aircraft is in the care and possession of the Renter for six (6) or more continuous hours the minimum time to be charged will be 3.0 hours per day.** Operator must be notified of any delays or changes in the scheduled return of the Aircraft.
2. **Route:** Aircraft will be flown during the rental period only within the confines of the Continental United States. Any flight outside the Continental United States (including Bahamas) will require the approval of AMERICAN FLYING ACADEMY.
3. **Sole Pilot:**Renter will be the sole pilot of the Aircraft during the rental period. No other person will be allowed in the airplane and/or have access to aircraft keys unless accompanied by the Renter. Renter must complete and update an Aircraft Renter Data Card upon request. The information and representation made on that Card is hereby incorporated into this Agreement and Renter understands that Operator has relied upon such representations.
4. **Smoking:**There will be no smoking inside the aircraft or anywhere around it.
5. **Pre-flight:** Renter will personally and solely conduct a pre-flight inspection of the Aircraft as prescribed by the manufacturer of the Aircraft, including checking documents, fuel from all sumps, and determining that the fuel and oil on board the Aircraft are sufficient. Also, the Renter will brief all passengers on the proper use of seats, seat belts, air vents, lights, and emergency exits, and will follow all appropriate FAA rules and regulations. Once Renter approves and accepts airplane for flight, Renter is responsible for all missing items, broken or worn beyond normal wear and tear (including tire bald spots).
6. **CheckLists:** Renter will use the Aircraft manufacturer's recommended check lists for all aircraft operations.
7. **Weather:** Renter will obtain weather reports or forecasts for the proposed flight prior to commencing the flight. The Aircraft will only be operated when current and forecast aviation weather indicates that VFR weather conditions are present both locally and en-route. IFR operations are permitted only for the instrument-rated Renter.
8. **Runways:** Renter will utilize established hard-surface runways only, except in case of an emergency, or with Operator's prior 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 practicably possible.
10. **Certificates:** Renter must hold a valid and current Federal Aviation Administration (FAA) pilot and medical certificates, and must have passed a biennial flight review or equivalent within the last twenty four (24) months and be current in all respects. Copies of these certificates must be on file at AFA before the use of any aircraft is allowed. Notwithstanding anything to the contrary, Renter will be responsible for determining Renter's legal ability to operate rented Aircraft, in terms not limited to appropriate and current medical certificate, pilot's license, bi-annual 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 Renter/Pilot negligence, Renter agrees to pay AMERICAN FLYING ACADEMY, 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 not to exceed the fair market value of the Aircraft. Renter also agrees to pay attorneys' 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

(renter's name, gallons, date, and tail number printed) at the time the Aircraft is returned, not to exceed the then current lowest price to the operator at the airport. In case the fuel price was purchased at below that price, credit will be issued for the exact amount of the fuel purchase. **Credit will not be issued if receipt is not presented within five days from the end of the flight.** Any charges other than fuel will not be reimbursed unless authorized in this Agreement or authorized by AMERICAN FLYING ACADEMY.

13. Pilot's Physical Condition: The Aircraft will 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 will not be used: (a) to carry persons or property for hire, or (b) flown in any race, contest, or (c) be used to perform aerobatics or spins, or (d) any other commercial operation whatsoever, including flight instruction.

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, alterations, or improvements to the Aircraft without 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 permit an unauthorized person to operate the Aircraft. **The insurance deductibles of \$2,500.00 for single engine and \$5,000.00 for multi-engine (\$10,000.00 gear up),** Deductible is subject to change without notice by the insurance company and is the responsibility of the Renter only, unless Renter buys a waiver from the Operator.

19. Damage to Aircraft: At the termination of the rental period, Renter will return the Aircraft to Operator in the same condition as when received, except for reasonable wear and tear. Renter will be liable to Operator for any and all loss or damage, sustained by the Aircraft during the rental period, which is not covered by insurance including, but not limited to master switch on, bald spots on tires, etc.

20. Emergency Repairs: Emergency repairs will 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 will comply with the following procedures: (1) Contact Operator for instructions; (2) If no contact can be made and repair can be completed for One Hundred Dollars (\$100.00) or less, Renter may authorize and make payments for the repairs, for which Renter will be reimbursed by Operator. Under no circumstances will Renter fly the Aircraft 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 Agreement and/or the signed checkout forms, Operator will, 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 will 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 will be construed in accordance with the laws of the State of Florida.

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 here of , must be in writing signed by both parties. This Agreement will be binding and will insure to 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 and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorneys' 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 nonperformance by Renter of any covenant or condition of the Agreement or by an act or failure to act of Renter.

25. Rental Fee: **A non-refundable minimum balance of \$500.00 must be maintained on account prior to any flight.** Renter will pay the Operator, in advance, a rental fee for Renter's use of the Aircraft according to the published rate structure. Credit on pre-paid/block flight or instruction time is not refundable. If prepaid/block time is not flown within 30 days, the rental rate will be adjusted to the retail rate for future flights without notice. Such rental fee will be due and payable in advance of the rental period. **In the event of nonpayment within five (5) days, a \$100.00 late fee will be assessed for each month of non-payment and interest will accrue at a rate of 2.1% per month until the balance is paid in full.** Furthermore, a \$50.00 fee plus all applicable debit charges involved with a returned check will be added to the balance for collection, as well as reasonable collection fees, including attorneys' fees.

26. Extension of Agreement: This Agreement will be continuing and will control each use of the airplane by Renter. This agreement may be modified or terminated by the Operator at any time without notice.

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 invitees 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 will 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 twenty four (24) hours notice, there will be a **\$100.00 cancellation fee.** In the event of a No-Show without previous notice, there will be an additional minimum charge of two (2) hours flight time (and 2 hours of instructor time 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. These fees will be charged regardless of weather or mechanical deficiency unless Operator is notified immediately, by phone to the school's voice mail, of weather or mechanical cancellations (any time of the day or night), in order to release the aircraft for other use.

29. Currency: All Customers must fly at American Flying Academy, in type, within the preceding ninety (90) days in order to maintain flight proficiency. All Student Pilots are required to fly at American Flying Academy, in type, within thirty (30) days in order to maintain flight proficiency. Operator has the right to decline any use of any aircraft if it believes, by judgment call, that the operation of that aircraft by the Renter will be unsafe, with no further explanations or notice.

30 Certification: I hereby certify that the above information is correct. I understand that the Operator is relying on this information to rent the aircraft to me, and that false information might invalidate insurance policies rendering 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.

Print Name (Student/Renter): _____

Signature : _____ Date: _____