



Greenville Aviation Aircraft Rental Agreement

Customers utilizing GA aircraft and instructors for dual flight instruction and aircraft rental must read and sign this agreement before taking flight. (Not limited to: Private, Instrument, Single Engine Commercial, Multi Engine Private, Multi Engine Commercial, Certified Flight Instructor, Certified Flight Instructor Instrument, Certified Flight Instructor Multi Engine, Airline Transport Pilot, aircraft check out, flight review, instrument proficiency check, one-time dual instruction flight, owner aircraft instruction)

This agreement is subject to change without notice.

This aircraft rental Agreement (“Agreement”) is entered into by _____ (“Pilot”) and whose address appears on the **Pilot Information Form** included herein with **Greenville Aviation :”GA”**) a South Carolina corporation, Greenville Downtown Airport, 28 Miler Lane, Greenville SC, 29607. GA and Pilot are parties to this Agreement.

RECITALS

- A. GA operates a FAA Part 61 Flight School at KGMU, The Greenville Downtown Airport in Greenville, South Carolina, and in conjunction therewith rents aircraft to pilots certificated by the Federal Aviation Administration (“FAA”). A rental includes rentals to student pilots in solo flight. (Any aircraft rented to Pilot by GA hereinafter called the “Aircraft”)
- B. Pilot intends to rent Aircraft from GA from time to time.
- C. Pilot is therefore willing and wishes to enter into this Agreement setting forth the terms and conditions which shall govern all Aircraft rental transactions which may take place between GA and Pilot.

TERMS AND CONDITIONS

Therefore Pilot, intending to be legally bound, hereby promises and agrees with regard to rental of any Aircraft as follows:

1. **Inspection.** Pilot agrees that He will inspect the Aircraft prior to each use. If the Aircraft is not in good condition, or has apparent defects, or is generally unclean with waste and debris, Pilot will immediately notify GA and will not operate the Aircraft or continue the rental transaction. Pilot further acknowledges and agrees that any Aircraft will be returned, together with all documents and accessories, in the same condition as when rented and at or before the ending time of the scheduled rental. Pilot agrees they must be subject to replacement costs for any items not returned in same condition as when rented, this specifically excludes normal wear and tear.
2. **Charges.** Pilot shall pay GA for rental at the hourly rates for the Aircraft as posted by GA from time to time upon services rendered (charges are subject to change at anytime, GA reserves the right to change the rate at anytime, at no time should a rate be considered “fixed”)

- (1) For the elapsed time on the Aircraft "Hobbs" meter measuring time of operation
- (2) All expenses incurred in conjunction with returning the Aircraft, if for any reason left by the Pilot at a location other than the Greenville Downtown Airport South Ramp, and
- (3) Upon demand, the amount of all loss or damage occurring while the Aircraft is rented to Pilot.

3. Operations. Pilot shall strictly follow these operating rules and procedures, that is, Pilot shall

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- (1) Not allow any other person to operate the Aircraft for any reason;
- (2) Comply with all FA regulations and other applicable laws;
- (3) Not carry persons or property for hire;
- (4) Fly only when the reported weather is VFR, and in conditions as approved by GA.
(Instrument rated pilots approved by GA for flight in instrument conditions may operate IFR);
- (5) Be on an FAA plan on flights to destinations more than 50 NM from KGMU Airport.
- (6) Land only at established, public airports, with hard surface of at least 3,000 feet.
- (7) Not perform any aerobatics, buzzing or other maneuvers construed to be outside normal flight operation, or any use of unsafe operations;
- (8) Not land the Aircraft in a crosswind greater than the Aircraft's maximum demonstrated crosswind component;
- (9) Not give flight instruction;
- (10) Not operate Aircraft in formation flight;
- (11) Notify GA by the most expeditious means if the Aircraft will not be returned on schedule, Exceptions to these operating rules and procedures will be made only with prior written consent of an Instructor of GA and GA management.
- (12) Fuel purchased off Airport will be credited back to the pilots account with a maximum of the current Greenville Jet Center's advertised rate. Any other fees will NOT be reimbursed.

4. 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 and Sunday). The minimums are determined upon departure. Upon returning, if the pilot does not meet the minimum hours, he/she must pay 50 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/she would be billed an additional 1.0 hours.

5. Security. Pilot shall carefully look after the Aircraft and its accessories. When parked, the Aircraft shall be properly secured with tie downs, or in a hangar, and locked with Pilot retaining possession of the keys to the Aircraft at all times during the rental.

6. Indemnity, Waiver, and Release. Pilot agrees to indemnify and hold harmless GA against all loss or damage occurring to GA or third parties as a result of operation of the Aircraft by Pilot. Pilot understands there is risk of injury in aircraft operations, and from participation in aviation activities. While FAA Regulations, GA rules, and personal care and discipline, may reduce the risk, the risk still exists and is accepted and assumed by Pilot, therefore Pilot knowingly and freely assumes all such risks, both known and unknown, and however arising Pilot assumes liability for all medical costs, attorneys' fees and any and all expense and damages resulting from injury to Pilot and, if signing as a Parent or Legal Guardian, to the Pilot signing this Agreement.

7. Insurance. GA requires any pilot or student pilot who will be PIC in one of our aircraft to carry a renters insurance policy. We ask that you as the renter, carry a non owned aircraft insurance that includes aircraft physical damage as well as in your policy. This typical will run around \$320.00 a year. We have partnered with Avemco, and you can give them the code GA19, and this will allow you to save 15%. You are free to use any other insurance company you wish as long as the coverages are the same. The renters insurance policy we ask to carry is for your benefit as well as ours. After some previous issues with insurance companies, GA spoke with our aircraft insurance people at length. GA learned, if anything happened to one of its aircraft, the planes will be repaired from the insurance coverage GA carries. HOWEVER, the

insurance company reserves the right to go after the pilot in command to recoup their money afterward. This is NOT a situation GA would want to happen to anyone, and this is not a situation GA has any control over. After speaking with our insurance further, it was determined that purchasing a basic bodily injury/property damage, non owned policy, as well as carrying \$25,000.00 of aircraft damage liability coverage, is enough to prevent the insurance company from turning around and coming after the pilot in command. If you have any questions or concerns relating to insurance, please feel free to speak with the office manager about those. The non owned aircraft insurance is needed before flying solo or when renting an aircraft without an instructor on board.

Aircraft Rental Insurance Provider: _____

Policy Number: _____

Phone Number: _____

8. Term.

- (1) The term of any rental transaction shall commence as of the time scheduled by Pilot for the rental and shall continue until such time as the Aircraft is returned to, and secured at, Greenville Downtown Airport. (KGMU)
- (2) This Agreement shall be effective as of the date set forth in the last paragraph hereof and shall continue in effect for a term of **(1) year.** Thereafter it shall be automatically renewed from year to year for renewal terms of one (1) year each unless and until terminated by one party giving the other thirty (30) days prior to notice of termination.
- (3) The term is subject to change in the event of any new policy enacted that would warrant a new contract to be signed. In the event of additional terms being enacted the contract would be superseded by the new contract.

9. Arbitration. As the exclusive means of resolving through the adversarial dispute resolution any dispute arising out of this Agreement, Pilot or GA may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each consents to any disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The prevailing party may be awarded costs including reasonable attorney's fees and all other costs of the arbitration proceeding. In situations where a party asserts any claim, position or defense, which is not substantially justified by the laws or facts, the arbitrator shall award to the opposing party that the party's reasonable attorney fees incurred as a result that party's defending and such claim, position or defense.

10. Notices. All notices from one party to the other shall be in writing and may be effectively given by postage prepaid U.S. mail to the other party's last known address.

11. Integration. This Agreement sets forth the entire understanding of the parties regarding the subject matter. Any modification, change or amendment shall be in writing and signed by an officer of GA.

- (1) GA carries insurance which covers aircraft renters meeting FA's experience requirements for a maximum of \$100,000 in third party bodily injury and property damage liability claims. In the Event of an Accident/ Incident resulting in an insurance claim. Pilot will be responsible for paying the insurance deductible of \$2,500 (currently) this amount is subject to change when insurance policies renew and pilot is responsible for whatever effective deductible is at the time.
- (2) Hull Insurance in favor of the aircraft renters is NOT maintained.

12. Pilot Currency & Aircraft Checkouts. Pilots must be checked out in each make and model aircraft they desire to rent. 6 month Currency is required for the most complex single engine aircraft the pilot is checked out in and 3 month currency is required for multi engine.

When a pilot is out of currency, a GA approved instructor needs to be scheduled to fly with the pilot for a short re-currency flight comprised of at a minimum of 3 take offs and landings to demonstrate a proficiency.

If a customer holds an instrument rating and wishes to have instrument privileges in a GA aircraft, he or she must complete an Instrument Proficiency Check as a part of his or her initial checkout.

13. Aircraft Rental Cancellations. Aircraft rentals and dual lessons may be canceled for any reason without charge if there is a minimum of 12 hours notice given. If there is less than 12 hours 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 GA 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 aircraft is open. If you have not shown up for your scheduled flight time, the aircraft will be made available for other renters after fifteen minutes. To maximize the schedule or due to and model without notification, If your scheduled airplane has gone for maintenance and there isn't another airplane available with the same make and model GA will contact you further instructions.

IN WITNESS WHEREOF as of the ____ day of _____, 20____, this Agreement, including the Recitals, the Terms and Conditions, the Notice Regarding Insurance Coverage, and the Pilot Information Form, is signed by the Pilot on behalf of himself or herself, and his or her spouse (if any) intending to be legally bound, in Greenville County, SC. Upon Pilot signing this Agreement GA may investigate the creditworthiness and reputation of Pilot and, if approved, will thereafter acknowledge Pilots signature by signing below. Flight Instructor rental authorizations below the signature lines are solely for GA Administration convenience . By signing this Agreement Pilot also acknowledges receiving the foregoing Notice regarding the Insurance Coverage on Page 2 and represents that the information provided In the Pilot Information form is accurate and complete.

Received and acknowledged by Greenville Aviation LLC,

Pilot _____ Date _____