

THE GUDORF GROUP, INC.

AIRCRAFT RENTAL AGREEMENT

This rental agreement shall govern the relationship between The Gudorf Group, Inc. (DBA Fly4Fun), hereafter referred to as Company, and _____, hereinafter referred to as Renter, for all rental transactions between Company and Renter. This agreement replaces any previous agreement.

Stipulations for use of aircraft:

1. The following training prohibitions exist for all Company aircraft: **spins in airplanes.**
2. Renter agrees to use Company aircraft for their business and personal purposes and is in no way authorized to act as an agent of the Company. Renter will not conduct flights for the purpose of giving flight instruction or any other commercial purpose unless specifically authorized by company in writing.
3. Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated. Further, the Renter must possess a current FAA issued medical certificate appropriate for the type of operation to be conducted. Renter must have the appropriate pilot certificates, medical certificates, and photo identification on their person during flight.
4. Renter will provide background information to the Company of: (i) Any incident or accident, major or minor, they have ever been involved in whether or not Company aircraft was involved; (ii) Any action taken by Federal, State or Local authorities against their certificates.
5. Renter agrees to engage in flight checks and aircraft checkout by the appropriate Company designated flight instructor (CFI) for every aircraft the Renter intends to rent from the Company. Renter further agrees to flight checks for any of these conditions/situations:
 - a. Renter has not flown that model of aircraft within the previous 90 days. If Renter is checked out in Company aircraft, but has not flown Company aircraft within previous 90 days, but has flown another aircraft of the same type from another flight service, Renter will show proof via logbook entry to Company designated CFI and will then be able to fly the designated aircraft.
 - b. IFR proficiency flights.
 - c. Currency for night flight.
6. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in an unairworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.
7. Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including: preflight inspection, pre-engine startup, engine startup, taxi, takeoff, cruise, landing, engine shutdown, and post-flight. Renter agrees to furnish their own checklist if none is found in the aircraft.
8. Renter will ensure that the aircraft is operated with (i) proper quantity and type of engine oil (ii) proper octane of fuel; and (iii) adequate fuel is loaded for the intended flight.
9. Renter is responsible for the proper operation of all equipment in the aircraft.

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10. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103) for all flights.

11. Renter will never interfere with the operation of the Hobbs or tachometer of an aircraft. This includes: disconnection of wiring, pulling of fuses or circuit breakers and setting of flight controls into unsafe positions.

12. Renters are strongly encouraged to file an FAA flight plan for all cross-country flights.

13. For Renters who are Student pilots:

a. Solo students must receive authorization from a Company designated flight instructor for every solo flight. b. Solo students will operate airplanes within the crosswind component assigned by Company designated flight instructor.

14. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:

- a. Flight control/gust locks in place.
- b. Master and ignition switches off.
- c. Seat belts secured inside the aircraft
- d. Chocks in place.
- e. Tie-downs secured (if outside).
- f. All appropriate aircraft paperwork completed.

15. Renters are encouraged to always exercise conservative decision making when faced with possible delays due to weather or mechanical problems.

16. Renter understands that he/she is prohibited from:

- a. Hand-propping to start an aircraft
- b. Carrying pets without express and written approval of Company.
- c. Smoking, or allowing smoking, in or near an aircraft.
- d. Operating an aircraft in violation of terms of this agreement.
- e. Starting, taxiing or flying an aircraft while under the influence of alcohol or drug(s); also allowing consumption of alcohol/drugs in the aircraft.
- f. Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR); (ii) in violation of State, or Local law; (iii) in violation of any Letter of Agreement executed by Company with the home or local airports.
- g. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices or Company operating procedures.
- h. Operating the aircraft outside the continental United States of America.
- i. Operating outside VFR and IFR weather minimums.
- j. Operating at unlit airports during night operations.
- k. Operating at airports with unpaved runways and /or taxiways.
- l. Operating at airports where intended runways have usable length of less than 2,000 feet.

17. Renter agrees to operate the aircraft from the Pilot in Command (PIC) seat as the sole manipulator of the controls.

18. Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.

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19. In the event of accident or incident involving company aircraft, Renter will act according to the tenets of NTSB Part 830; particularly:

- a. Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
- b. Notifying and cooperating with the proper Federal, State, and Local authorities.
- c. Reporting the event to Company as soon as possible using the emergency communication protocol included with the aircraft documents.
- d. Seeking to gather names and addresses of any witnesses to the event.
- e. Preparation and filing of the required appropriate forms.

20. Renter agrees to pay for any claims or losses not covered by Company or Renter insurance policies.

21. Renters are strongly encouraged to obtain renters insurance. Renters may be held responsible for any and all damage to the aircraft that results from Renter's actions or negligence, including but not limited to, damage to tires and landing gear due to excessive braking or hard landings. Further, Renter may be held responsible for aircraft loss of use charges.

22. Renter agrees that if the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.

23. Renter acknowledges and agrees that the aircraft is the property of the company and that renter will return the aircraft at the scheduled time, weather permitting. If unable to return on schedule Renter will make notifications to appropriate Company officials listed in aircraft information booklet located in the aircraft.

24. Renter expressly acknowledges personal liability to pay Company on demand: (1) Service and time charges computed at the applicable posted rates until said aircraft is returned to Company (2) Any loss or damage to the aircraft, its components, parts or equipment during the rental period. (3) The amount of any parking, tie-down, or hangar charges until the aircraft is returned to Company

25. Renter agrees to report any aircraft damage, accident or incident to the Company as soon as possible.

26. Renter agrees that rented aircraft shall not be used or operated: (1) For any illegal purposes. (2) In any race, speed test, or contest. (3) By any person other than the Renter who signed the agreement. (4) Outside the limits of the Continental United States. (5) To carry passengers or property for compensation or hire. (6) For any flight for which the Renter is not properly rated or certified. (7) For flight instruction unless specifically authorized by the operator.

Renter indemnifies and holds harmless Company against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action or judgment which may arise by reason or in connection with Renter's operation of Company aircraft under this agreement.

Company reserves the right to cancel this agreement at any time without prior notice to Renter.

FLIGHT OPERATIONS SAFETY RULES

* **Pilot Certificate** – Renter must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The Renter will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.

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* **Currency** – Renter must possess evidence of a current biennial flight review (BFR), medical certificate, and aircraft checkout by a designated instructor pilot approved by the Company.

* **Preflight** – Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer’s recommended pre-takeoff, cruise and pre-landing checklists.

* **Weather** – Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and enroute (ceiling of at least 3,000 feet and visibility 5 miles or greater) unless Renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight.

* **Take-off and landing area** – No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with PAVED runways of no less than 2,000 feet.

* **Physical conditions** – Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as liquor, tranquilizers, prescription medications and sleeping aids.

* The Renter will comply with all local, state and federal regulations.

TRANSIENT MAINTENANCE POLICY

The Company makes every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from the Ramona Airport will apply should a breakdown occur.

* In the event of a breakdown, notify Company of the problem immediately. If maintenance personnel are not available leave your name, aircraft number and telephone number where you can be contacted.

* Do not authorize any repairs to be made to the aircraft without clearance from a Company representative. Failure to do so could result in the Renter being responsible for a portion of the bill.

* Company will not reimburse the Renter for any overtime charges, call-out fees, or any other after-hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.

- Company will reimburse the Renter for fuel purchased elsewhere at current self-fuel price of Ramona Airport (Chuck Hall Aviation), provided that the Renter presents a fuel receipt from the place of purchase that shows the number of gallons purchased. If the actual fuel bill is less than the current Ramona price, Company will reimburse the lesser of the two amounts.

- All repairs and fueling will be made by properly licensed facilities and personnel.

NOTICE OF INSURANCE COVERAGE

As a Renter of an aircraft, the undersigned Operator hereby provides notice that:

1) Renter agrees to be fully responsible for the insurance deductible (\$500 not in motion, \$2,500 in motion), or actual damages whichever is lower should damage occur while aircraft is in Renter’s possession.

2) Renter also acknowledges that should a situation arise where damage to the aircraft occurred while in the Renter’s possession and the insurance fails to cover such damage, he/she will be liable for entire cost of repairs and/or replacement.

3) Renter acknowledges that Company highly encourages renter’s insurance for all aircraft renters.

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4) You are insured under a policy or policies of insurance provided by the undersigned Operator and providing liability coverage in the following amount: \$1,000,000.00 each occurrence / \$100,000.00 each passenger.

5) You are insured under a policy or policies of insurance provided by the undersigned Operator for Medical Payments limit at \$5,000.00 each person / \$10,000.00 each occurrence for Medical Payments.

Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions.

Having read and understood this agreement, I agree to all terms and conditions as set forth.

DATED: _____

Renter's Signature

Renter's Printed name

Greg Gudorf, Treasurer
The Gudorf Group, Inc.