

# RENTAL AGREEMENT



This AIRCRAFT RENTAL AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by and between Robert A. Markword Aviation (“RAM”) whose address is 2240 Airport Blvd, Santa Rosa, Ca 95403 and (“Pilot”) \_\_\_\_\_ whose address is \_\_\_\_\_.

## WITNESS THAT:

This agreement provides information to all pilots renting aircraft from RAM and governs the rental of aircraft and provision of other services by RAM to the pilot.

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

1. **Payment.** Payment is due when services are rendered. RAM accepts cash, checks, Visa, MasterCard as payment for services rendered. All checks returned for “Insufficient Funds” will incur a service charge in the amount of \$75.00 per check in addition to the cost of services rendered.

**A) Unpaid Rental/No Show Fees/Other Balances.** The Pilot authorizes RAM to charge unpaid rental, no show fees, and other balances to the credit card listed in the agreement.

**B) Past Due Account.** Pilot’s account must be paid current to maintain flying privileges with RAM. An account past due 90 days or more will result in collection action being taken. the pilot is responsible for attorney fees, court fees, and all costs arising from any collection action.

2. **Insurance.** Current information regarding our insurance may be obtained through any Staff member of RAM.

**A) Aircraft.** In order to meet our insurance obligations, certain types of aircraft will require special check out procedures. Please check with the Flight Instructors/Staff for these requirements.

**B) Damage.** Renter’s Insurance is required. Liability - \$500,000, Medical - \$1,000, and Physical Damage - \$5,000.

**c) Deductible.** RAM’s insurance policy carries a \$5,000.00 deductible that the pilot will be obligated to pay in the event of damage to an aircraft. The pilot may be responsible for any liability to other persons, and any costs, damages, losses, including loss of use and attorney fees arising in connection with use of an aircraft.

3. **Hold Harmless.** The Pilot hereby agrees to indemnify and hold RAM harmless against Any liabilities, claims or damages which result from/or are in connection with Pilot’s rental of an aircraft pursuant to this agreement; and the Pilot agrees to be responsible for the payment of any damages caused to the Pilot, 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.

**4. Flight Procedures/Handling of Aircraft.**

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

**B) Handling of Aircraft.** With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply 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 RAM immediately **PRIOR TO FLIGHT**. Pilot agrees not to accept the aircraft until the Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. With respect to post-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating post-flight procedures. Any damage found, must be reported to RAM immediately and prior to leaving RAM's premises. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to RAM will result in termination of flying privileges with RAM and collection action being taken against the Pilot for the cost of repairs.

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

**D) Master/Avionics Switch.** It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. If it becomes necessary to recharge or jump start an aircraft because of failure to comply with this rule, the pilot may be charged a fee equal to 1 hour of shop labor.

**E) Securing of Aircraft.** It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by RAM (tie-down ropes, gust locks, throttle locks, ect.). The Pilot may be charged a tie-down fee of \$50.00 for failure to comply with this rule.

**F) Cleanliness.** It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged a cleaning fee of \$100.00 for failure to comply with this rule.

**G) Food/Drinks/Smoking in Aircraft.** Food, drinks and/or smoking in the aircraft are strictly PROHIBITED. The Pilot may be charged a cleaning fee \$100.00 for failure to comply with this rule. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 100 feet is strictly PROHIBITED.

**H) Flight Plan.** The Pilot is responsible for filing a flight plan with FSS for all flights beyond 50 nautical miles. (RAM provides various flight planning forms and services) RAM recommends the use of Flight Following Procedures for all flights beyond 50 nautical miles.

**I) Weight and Balance.** RAM recommends that prior to all flights, the Pilot should calculate the weight and balance of the aircraft. (RAM provides various weight & balance forms)

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

- K) Unpaved Airport Landings.** The Pilot is **NOT ALLOWED** to conduct any “unpaved airport landings”. “Unpaved Airport Landings” include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.
- L) Flight Currency with RAM.** It is the Pilot’s sole responsibility to comply with all FARs concerning currency. In addition, **RAM requires flight in each type aircraft within the past 60 days.** Once a Pilot’s solo currency expires, the Pilot will be required to have a flight currency checkout with a RAM Certified Flight Instructor.
- M) Pilot License & Medical Certificate.** RAM requires the Pilot to maintain a copy of the Pilot’s current Pilot License and Medical Certificate on file with RAM. RAM also requires a copy of the Pilot’s valid driver’s license for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or valid Passport ONLY) be **provided prior to training** which might result in a Certificate and/or rating.
- N) Night Flights.** It is the Pilot’s sole responsibility to comply with all FARs concerning night currency.
- O) Overnight Rental.** The Pilot understands that all aircraft require a minimum of 3 hours charge per day for overnight rental. **VFR Pilot rental flights are limited to 200 Nm, one way, unless prior approval is received from a RAM staff member.**
- P) Operations.** The Pilot will only rent aircraft in which the Pilot has received a checkout and for which the Pilot’s records with RAM indicate such a checkout. Pilots are encouraged to inspect their RAM records (Pilot File) periodically. The Pilot will not conduct commercial operations including flight training in a RAM aircraft. Pilot may only use the aircraft for Pilot’s personal pleasure or incidental business purposes. The Pilot will fly from the left seat **ONLY**, unless approved to fly right seat by a RAM Certified Flight Instructor. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is strictly **PROHIBITED**. Student pilot’s 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.
- Q) Flight Instruction.** **ONLY RAM Flight Instructors** are authorized to provide flight instruction in RAM aircraft. The Pilot must provide 24 hours notice of cancellation of a rental flight and/or flight lesson. The Pilot may be charged a minimum no show fee of 1 hour rental and/or instruction time for failure to comply with this rule. RAM will use its best effort to accommodate extraordinary or emergency circumstances.
- R) Flight Instruction Time.** Determination of Instruction time given is the sole discretion of the RAM Instructor. Instruction time begins at the scheduled time for the flight/ground lesson unless prior arrangements have been made with the instructor.
- S) Aircraft Rental/Keys.** RAM reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for the Pilot’s scheduled time. The Pilot must provide 24 hours notice of cancellation of a scheduled rental time. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact RAM rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is 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.
- T) 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, ect.), it will be the responsibility of RAM to provide an aircraft and Pilot to return the Pilot and/or passengers to the Healdsburg, (KHES) or (KSTS) airport. RAM will not be responsible for incidental travel or other expenses incurred by the Pilot. The Pilot will be responsible for charges incurred prior to the malfunction.

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

**V) Off-site Fuel Purchases.** RAM aircraft rent "wet". This means that all tanks are topped prior to departure. Fuel supplied by RAM is at RAM's wholesale purchase price. Therefore, if Pilot requires fuel at another airport, RAM will reimburse the Pilot by credit against the pilot's charges at that rate per gallon.

5. **Maintenance.** Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to RAM staff. All squawks must be immediately reported and noted on the aircraft squawk sheet located on the aircraft dispatch clipboard. Any maintenance related action required away from home base requires prior authorization from RAM management. Telephone numbers are located in the aircraft binder.

6. **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 RAM 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 RAM, in accordance with NTSB requirements.

7. **Governing Law.** This agreement shall be construed and enforced under the laws of the State of California.

8. **Entire Agreement.** This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.

9. **Amendment.** This Agreement may be amended by RAM as required.

10. **Certification.** Pilot certifies that all information supplied to RAM is true and correct.

11. **Refunds/discounts/credits.** RAM does not issue refunds, discounts, or credit, for flights terminated due to equipment malfunctions.

12. **Repair's/installation.** The Pilot will not tamper with or attempt to repair any part of the aircraft or it's accessories. This includes removal of seats or other equipment or installation of Pilot's own devices.

**Required Information for all Aircraft Rentals**

**Full Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Telephone – Cell:** \_\_\_\_\_ **Home:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Relationship to Pilot:** \_\_\_\_\_

**Credit Card – Type:** \_\_\_\_\_ **Card#:** \_\_\_\_\_ **EXP:** \_\_/\_\_\_\_

**Name on Card:** \_\_\_\_\_ **CVV:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Zip Code of Card:** \_\_\_\_\_