

VISALIA FLYERS LLC CESSNA 172 RENTAL INFORMATION AND AGREEMENT

PILOT INFORMATION

<p style="text-align: center;">PILOT/ STUDENT</p> <p>NAME _____</p> <p>DOB _____</p> <p style="text-align: center;">FLIGHT TIME</p> <p>TOTAL _____</p> <p>SINGLE _____</p> <p>MULTI _____</p>	<p style="text-align: center;">CONTACT INFORMATION</p> <p>STREET _____</p> <p>CITY _____, STATE _____ ZIP _____</p> <p>TELEPHONE (____) _____</p> <p>EMAIL _____</p> <p>EMERGENCY CONTACT _____</p> <p>TELEPHONE (____) _____</p>	<p style="text-align: center;">LICENSES</p> <p>CDL _____</p> <p>EXPIRES _____</p> <p>FAA LICENSE No. _____</p>
<p style="text-align: center;">FAA Medical</p> <p>Date Issued _____</p> <p>Class _____</p>	<p style="text-align: center;">Ratings Held</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Student <input type="checkbox"/> Private <input type="checkbox"/> Commercial <input type="checkbox"/> ATP <input type="checkbox"/> CFI/CFII/MEI No. _____ </div> <div style="width: 45%;"> <input type="checkbox"/> ASEL <input type="checkbox"/> AMEL <input type="checkbox"/> Instrument Airplane <input type="checkbox"/> Glider <input type="checkbox"/> Seaplane </div> </div>	<p style="text-align: center;">Last Flight Review</p> <p>_____</p> <p style="text-align: center;">IFR Currency Expiration</p> <p>_____</p>
<p style="text-align: center;">Renter's Insurance</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Visalia Flyers strongly encourages all Pilots to carry Renter's Insurance. Useful links are provided below.</i></p>	<p style="text-align: center;">Renter's Insurance Information</p> <p>Carrier _____</p> <p>Policy No. _____</p> <p>Expiration _____</p> <p style="text-align: center;">Credit Card Information</p> <p><input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> AmEx <input type="checkbox"/> Other</p> <p>Name on Card _____</p> <p>Card No. _____</p> <p>Exp. _____ CVV No. _____</p> <p>Billing Address _____</p>	<p style="text-align: center;">Verified by Visalia Flyers LLC</p> <p>Signature _____</p> <p>Date _____</p>

AIRCRAFT INFORMATION

<p style="text-align: center;">AIRCRAFT</p> <p>N-NUMBER N3558E / N96836</p> <p>TYPE C172N / C172P</p> <p>RATE \$ 150/HR WET</p> <p>\$1,400/ 10 HR BLOCK</p>	<p style="text-align: center;">CFI CHECKOUT INFORMATION</p> <p>CHECKOUT DATE _____</p> <p>BY (CFI SIGNATURE) _____</p> <p style="text-align: center; color: red;">VISALIA FLYERS LLC EMERGENCY CONTACT</p> <p style="text-align: center;">Byron Vander Weide 559-804-4080</p>	<p style="text-align: center;">PILOT HAS REVIEWED THE FOLLOWING</p> <div style="display: flex; flex-direction: column; gap: 5px;"> <input type="checkbox"/> POH <input type="checkbox"/> CHECKLIST <input type="checkbox"/> REGISTRATION CERT <input type="checkbox"/> AIRWORTHINESS CERT </div>
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RENTAL AGREEMENT

Pilot agrees to rent the Aircraft from **Visalia Flyers LLC** on the following terms:

Rental Costs and Reimbursements

Pilot will pay Visalia Flyers LLC the following rental costs and reimbursements for Pilot's use of the Aircraft:

- Hourly rate of \$150 per hour (Hobbs) wet;
- Prepaid Block Rate of \$1,400 per ten hours (Hobbs) wet. Block rate purchases are **non-refundable**.
- Minimum of two (2) hour charge each night of an overnight trip;
- All costs associated with any loss or damage to the Aircraft its components, parts, radios, and equipment while in Pilot's custody, including but not limited to flat spotting or popping tires on landing, and recovery costs (hourly rate and pilotage and/or drayage charges).
- Parking, tie-down, hangar charges, facilities fees, security charges, and landing fees for Pilot's use of the Aircraft until it is returned to and secured at base.
- Loss of Use computed at the rate of \$200 per day for each day or part thereof that the Aircraft is grounded for repairs or otherwise unavailable for any reason caused or contributed to by Pilot's breach his or her duties and/or responsibilities set forth in this writing.
- All checks made payable to Visalia Flyers LLC.
- A surcharge of 3.5% will be charged for credit card payments.

Credits

Visalia Flyers LLC will credit Pilot for fuel purchased by Pilot up to a maximum based on the current cost of self-service fuel at Visalia Municipal Airport (KVIS), upon presentation by Pilot of fuel receipts showing place of purchase, date, the number of gallons purchased, and price per gallon paid. Credits will be applied to Pilot's current charges and future rental costs but will not be reimbursed.

Responsibility for Aircraft

Pilot understands and agrees that Pilot is solely responsible for the Aircraft from commencement of Pilot's pre-flight inspection until the Aircraft is safely returned to base and secured. Pilot shall reimburse Visalia Flyers LLC for all costs and expense incurred while the Aircraft is Pilot's responsibility or otherwise in Pilot's custody, care, or control, regardless of fault. LOSS OF USE COVERAGE IS NOT PROVIDED. Pilot is solely responsible to Visalia Flyers LLC for loss of use caused or contributed to by Pilot while the Aircraft is in Pilot's care, custody, and control at the rate of \$200 per day for each day or part thereof that the aircraft is out of service for necessary repairs.

Conduct of Flight

Before rental of the Aircraft is authorized Pilot must (1) Hold a valid Pilot's License or Student Certificate if appropriate, current FAA Medical or BasicMed authorization, or appropriate supervised pre-solo authorization; (2) Review, study, and pass Visalia Flyers LLC's test on the Aircraft, its performance, and its systems; and (3) Receive instruction from and be checked out in the Aircraft by a licensed CFI approved by Visalia Flyers LLC.

Before each flight, Pilot agrees to (1) Visually inspect the Aircraft following the Aircraft checklist; (2) Confirm that the Aircraft is in good mechanical and fully airworthy condition with adequate fuel for Pilot's mission plus one hour of reserves; (3) Study all weather, NOTAMs, Flight Restrictions, and other information necessary for safe Aircraft operation during Pilot's mission; (4) File, open, and close an FAA Flight Plan if Pilot's mission involves flight more than fifty (50) statute miles from KVIS; and (5) Note and immediately bring to the attention of Visalia Flyers LLC any discrepancies between Aircraft Hobbs time and the time recorded by the previous pilot in the Aircraft's Hobbs and Discrepancy Log.

During each flight, Pilot agrees to (1) Operate the Aircraft within the scope of Pilot's License, certificates, endorsements, and privileges; (2) Use the Aircraft checklist during take-off, cruise, and landing phases of flight; (3) Student Pilots must operate the Aircraft only when current and forecast weather for Pilot's mission is greater than 5 statute miles with ceilings greater than 3,000 feet AGL, unless under direct supervision of an authorized CFI; And land at the nearest suitable airport if weather conditions deteriorate to less than 5 statute miles and/or ceilings of less than 3,000 feet AGL, unless under direct supervision of an authorized CFI; (4) Licensed Private Pilots must follow the FAA's minimums for VFR flight; (5) Licensed IFR Pilots must follow the FAA's minimums for IFR flight; (6) Return the Aircraft to its base at KVIS; (7) Contact Visalia Flyers LLC if Pilot expects to return to base more than 15 minutes late from the Pilot's expected mission completion time.

After each flight, Pilot agrees to (1) Secure the Aircraft against weather, theft, vandalism, and other threats; (2) Write the end-of-flight Aircraft Hobbs time and any discrepancies, maintenance issues, and performance irregularities in the Aircraft's Hobbs and Discrepancy Logs; (3) email or text Visalia Flyers LLC a copy of fuel and creditable expense receipts for which Pilot claims a credit and a list of any discrepancies, maintenance issues, and/or performance irregularities noted by Pilot.

Restrictions

No person other than Pilot or a CFI approved by Visalia Flyers LLC shall operate the Aircraft. Pilot shall operate the Aircraft from the left seat except as may be required for training purposes under direct supervision of an approved CFI.

Pilot shall not attempt or allow any other person to attempt to repair the Aircraft or otherwise tamper with, alter, or replace any portion of the Aircraft, sub-assemblies, systems, or radios.

IF AIRCRAFT SUFFERS A MECHANICAL ISSUE DURING A MISSION – INCLUDING OIL USE OR LOSS EXCEEDING ONE QUART – CONTACT BYRON VANDER WEIDE AT (559) 804-4080 IMMEDIATELY. Field repairs to the aircraft without text or email authorization of Visalia Flyers LLC are the sole responsibility of Pilot.

Pilot shall not (1) Operate the Aircraft in any manner for which either Pilot or the Aircraft is not fully licensed, rated, and certified; (2) Operate the Aircraft from an unpaved landing area except in an emergency; (3) Operate the Aircraft from a paved runway of less than 2,200 feet unless in an emergency or under the direct supervision of an authorized CFI; (4) Use the Aircraft to carry passengers or property for hire; (5) Operate the Aircraft for any illegal purposes, including but not limited to transportation of a federally controlled substance; (6) Engage in any race, speed test, or contest; (7) Operate the Aircraft outside the limits of the continental United States, within the wait times provided by FAA between consumption of alcohol and/or other substances, or under the influence of any substance that impairs Pilot's ability or judgment; (8) Operate the Aircraft in an unsafe manner, including but not limited to at an altitude lower than that set by FAR 91.119.

Indemnity and Insurance

Pilot/ student agrees to indemnify, defend, and hold Visalia Flyers LLC, its members, officers, agents, and insurers free and harmless of and from any claims, rights, demands, actions, and causes of action whatsoever arising out of or related to Pilot's use of the Aircraft.

Notice of Insurance Coverage is attached. LOSS OF USE INSURANCE is not provided. *Payment of a covered claim under Visalia Flyers LLC's insurance policy may expose Pilot to claims of subrogation and/or indemnity by the insurance carrier.* For that reason, Visalia Flyers LLC strongly recommends that Pilot purchase his or her own policy of Renter's Insurance.

AVEMCO (<http://www.avemco.com/vf01>)

Term / Contract Amendments

This contract shall continue for a period of five (5) years at which point a new contract must be signed. Visalia Flyers LLC reserves the right to amend the rental rate, operating terms, conditions, and restrictions of this contract during the contract term on written notice to Pilot; and Pilot's subsequent use of the Aircraft shall constitute Pilot's acceptance of the amendments.

Acceptance and Verification

I agree to operate the Aircraft safely and in strict compliance with the terms set forth in this Agreement and to pay upon return of the Aircraft to base following each use without setoff all rental charges and costs associated with my use of the Aircraft as set forth above and, in the event I do not pay within 10 days of such use, I authorize Visalia Flyers LLC to charge the entire past due balance on my account to the credit card listed above.

I declare under penalty of perjury under the laws of the State of California that the Pilot Information set forth above is true and that I have read and agree to the terms and conditions under which I am authorized to rent the Aircraft as evidenced by my signature and my initials on each page.

Signature

Date

Print name

Guardians Signature (If Under 18)

Documents Checklist For Office Use Only

DOCUMENTS PROVIDED BY PILOT

- ☐ Credit Card (front and back; optional)
- ☐ Pilot's License (front and back)
- ☐ Medical Certificate or BasicMed Certification (if required)
- ☐ Driver's License
- ☐ Current Flight Review Endorsement (if applicable)
- ☐ Current IPC Endorsement (if applicable)

DOCUMENTS PROVIDED TO PILOT (COPIES)

- ☐ POH
- ☐ CHECKLIST

NOTICE OF INSURANCE COVERAGE

Visalia Flyers LLC hereby provides notice that:

(1) The aircraft is insured by, National Union Fire Insurance Company of Pittsburg, PA. Policy number AV 011403732-01. A copy of the Policy is available for inspection on request.

(2) The Policy of Insurance provides single limit BODILY INJURY AND PROPERTY DAMAGE LIABILITY coverage in the following amounts: \$1,000,000 each occurrence limited to \$100,000 per passenger.

(3) AIRCRAFT PHYSICAL DAMAGE INSURANCE has a deductible of \$2,000 in motion/ \$1,000 not in motion which will be the responsibility of the renter to pay to Visalia Flyers LLC regardless of fault.

(4) LOSS OF USE INSURANCE is not provided. Pilot is responsible to reimburse Visalia Flyers LLC for loss of use caused or contributed to by Pilot while the Aircraft is in Pilot's care, custody, and control at the rate of \$200 per day for each day or part thereof that the aircraft is out of service for repairs.