



VISALIA FLYERS LLC CESSNA 172 RENTAL INFORMATION AND AGREEMENT

PILOT/STUDENT INFORMATION

PILOT/STUDENT NAME _____ DOB _____ FLIGHT TIME TOTAL _____ SINGLE _____ MULTI _____	CONTACT INFORMATION STREET _____ CITY _____, STATE _____ ZIP _____ TELEPHONE _____ EMAIL _____ EMERGENCY CONTACT _____ CONTACT RELATIONSHIP _____ TELEPHONE _____	LICENSES CDL No. _____ EXPIRES _____ FAA LICENSE No. _____
FAA Medical Date Issued _____ Class _____	Credit Card Information ☐ Visa ☐ Mastercard ☐ Discover ☐ AmEx ☐ Other Name on Card _____ Card No. _____ Exp. _____ CVV No. _____ Billing Zip Code _____	Last Flight Review IFR Currency Expiration _____

AIRCRAFT N3558E C172N N3378E C172N N96836 C172P RATE \$ 180/HR WET \$1,700/ 10 HR BLOCK	CFI CHECKOUT FLIGHT INFORMATION CHECKOUT FLIGHT DATE _____ BY (CFI SIGNATURE) _____	PILOT HAS REVIEWED THE FOLLOWING ☐ POH ☐ CHECKLIST ☐ REGISTRATION CERT ☐ AIRWORTHINESS CERT
---	--	--

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 in this agreement, and I further I authorize Visalia Flyers LLC to charge the entire past due balance on my account to the card listed above in the event I do not pay within 10 days of such use.

I declare under penalty of perjury under the laws of the State of California that the Pilot/Student Information set forth above is true and correct, and that I have read and agree to the terms and conditions of this agreement authorizing me to rent the Aircraft.

Signature

Date

Print name

Guardian's Signature
(If Pilot/Student is under 18)

RENTAL AGREEMENT

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

Rental Costs and Reimbursements

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

- Hourly rate of \$180 per hour (Hobbs) wet (i.e., inclusive of cost of fuel);
- Prepaid Block Rate of \$1,700 per ten hours (Hobbs) wet. Block rate purchases are **non-refundable**.
- Minimum of three (3) hour charge each night of an overnight trip.
- All costs associated with any loss or damage to the Aircraft, including without limitation its components, parts, radios, and equipment, while Aircraft is in Pilot's/Student'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/Student's use of the Aircraft until it is returned to and secured at base.
- Loss of Use computed at the rate of \$250 per day for each day or part thereof that the Aircraft is grounded for repairs or otherwise unavailable for any reason attributable to Pilot's/Student's use of the Aircraft.
- \$100 cleaning fee if any occupant of Aircraft gets sick in plane. (Immediately notify Byron if this happens.)
- All checks made payable to Visalia Flyers LLC.
- A surcharge of 3.5% will be charged for all card payments.
- A surcharge of 1% will be charged for online bank account payments

Pilot/Student will pay any applicable flight instructor immediately upon return of flight at rate set by instructor.

Credits

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

Responsibility for Aircraft

Pilot/Student understands and agrees that Pilot/Student 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/Student shall reimburse Visalia Flyers LLC for all costs and expenses incurred while the Aircraft is Pilot/Student's responsibility or otherwise in Pilot's custody, care, or control, regardless of fault.

LOSS OF USE INSURANCE is not provided. Pilot/Student is responsible to reimburse Visalia Flyers LLC for any loss of aircraft use attributable to damage to the aircraft caused or contributed to by Pilot/Student while the Aircraft is in Pilot/Student's care, custody, and control at the rate of \$250 per day for each day or part thereof that the aircraft is out of service for repairs.

Conduct of Flight

Before rental of the Aircraft is authorized Pilot/Student must: (1) Hold a valid Pilot's License or Student Certificate, and, as applicable, appropriate supervised pre-solo authorization, and a valid and current FAA Medical or BasicMed 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/Student 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/Student'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/Student'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 Flight Schedule Pro or any other mechanical irregularities with the Aircraft.

During each flight, Pilot/Student agrees to: (1) Operate the Aircraft within the scope of Pilot's/Student's License, certificates, endorsements, and privileges; (2) Use the Aircraft checklists 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/Student agrees to: (1) Secure the Aircraft against weather, theft, vandalism, and other threats; (2) Check in with end-of-flight Aircraft Hobbs and Tach times and add any squawks to Flight Schedule Pro; (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/Student shall operate the Aircraft from the left seat except as may be required for training purposes under direct supervision of an approved CFI.

Pilot/Student 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 strictly prohibited and Pilot/Student shall be liable for any costs, expenses or damages incurred by Visalia Flyers arising from the performance of such prohibited maintenance.

Pilot/Student 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; (8) Operate within the proscribed 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; (9) Operate the Aircraft in an unsafe manner,

including but not limited to at an altitude lower than that set by FAR 91.119; or (10) Fly the aircraft in formation with any other aircraft.

Indemnification

Pilot/Student agrees to indemnify, defend, and hold harmless Visalia Flyers LLC, its members, officers, agents, and insurers of and from any claims, rights, demands, actions, causes of action, or loss or reasonable expense, including attorneys' fees, whatsoever arising out of or related to Pilot's/Student's use of the Aircraft, provided that Pilot/Student shall not be liable for any such loss to the extent such loss is covered by Visalia Flyers LLC's aviation insurance policy.

Term; Amendments

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

Visalia Flyers LLC reserves the right to revoke Pilot/Student's privilege to rent aircraft from Visalia Flyers LLC at any time.

Insurance

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/Student to claims of subrogation and/or indemnification by the insurance carrier.* For that reason, Visalia Flyers LLC strongly recommends that Pilot/Student purchase his or her own policy of Renter's Insurance.

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

NOTICE OF INSURANCE COVERAGE

Visalia Flyers LLC hereby provides notice that:

- (1) The aircraft is insured by, AIG Aerospace Insurance Services, Inc. Policy number AV 011403732-05. 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/Student is responsible to reimburse Visalia Flyers LLC for any loss of aircraft use attributable to damage to the aircraft caused or contributed to by Pilot/Student while the Aircraft is in Pilot/Student's care, custody, and control at the rate of \$250 per day for each day or part thereof that the aircraft is out of service for repairs.

Renter's Insurance Information (Not Required)

Carrier _____
Policy No. _____
Expiration _____

VISALIA FLYERS LLC EMERGENCY CONTACT
Byron Vander Weide 559-804-4080

Documents Checklist
For Office Use Only

DOCUMENTS PROVIDED BY PILOT

- ☐ Credit Card Information (Verify Correct)
- ☐ Pilot's License
- ☐ Medical Certificate or BasicMed Certification
- ☐ Driver's License
- ☐ Current Flight Review Endorsement
- ☐ Current IPC Endorsement