

Cut and Snip Flyers, LLC
Name:

Cut and Snip Flyers, LLC
Aircraft Rental Agreement

In consideration of the rental fees paid and the covenants contained herein, Cut and Snip Flyers, LLC hereinafter referred to as the "Operator," hereby leases to the "Renter" the designated aircraft hereinafter referred to as the "aircraft."

- A. (1) Renter acknowledges and agrees that the aircraft is the property of the Operator.
(2) Renter acknowledges that he/she has inspected the aircraft and has found it to be in good mechanical condition and deemed airworthy. Any new damage discovered during inspection must be documented with photographs and provided to Operator.
(3) Renter agrees to return the aircraft at the scheduled time, weather permitting.
(4) Renter agrees to properly secure the aircraft after each flight
(5) Renter has presented proof of airplane renters insurance with **minimum bodily injury and property damage limits of \$250,000 occurrence/\$25,000 AND hull damage of at least \$25,000**
- B. Renter expressly agrees to pay Operator on demand:
(1) Service and time charges computed at the applicable rates until said aircraft is returned to the Operator.
(2) If overnight trips do occur, a minimum charge of two hours per day applies while the aircraft is away from Ogden Airport (KOGD)
(3) Any loss or damage to the aircraft, its components, parts or equipment during the rental period.
(4) The amount of any parking, tie-down, airport fees or hangar charges are the responsibility of the renter until the aircraft is returned to Ogden Airport.
(5) A fee of \$200/tire for damage to tires such as flat spots
(6) A fee of \$300 if Master switch is left on and aircraft battery is depleted
- C. Renter agrees not to tamper with or attempt to repair any parts of the aircraft or its accessories. Renter will contact the Operator for instructions upon encountering mechanical malfunctions.
- D. If the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus costs to return aircraft to Ogden Airport (KOGD)
- E. Renter agrees to report any aircraft or hangar damage, accident or incident to the Operator as soon as practical and within 24 hours.

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- F. 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 night flights unless with an instructor or pilot is instrument certified and current.
 - (8) Aerobatics.
- G. Renter agrees to reimburse the Operator in the event suit is instituted by the Operator to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney's fees incurred by the Operator in such suit or suits.
- H. Renter, by affixing his/her signature hereon, does agree to follow the following flight operations safety rules, emergency maintenance procedures and insurance provisions.

FLIGHT OPERATIONS SAFETY RULES

- * **Pilot Certificate** – Renter must hold a valid and current pilot certificate with appropriate ratings or be under the instruction of a Authorized Flight Instructor (CFI) designated by the Operator. The person named on the rental contract shall be the Pilot in Command unless he/she is a student with a designated CFI. The Renter will be responsible for the aircraft and its operation at all times. (FAR§91.3 Responsibility and authority of the pilot in command)
- * **Currency** – Renter must be a student of Cut and Snip Flyers, LLC or provide evidence of a current biennial flight review, medical certificate, and aircraft checkout by a pilot designated by the Operator.
- (1) The Renter must maintain currency with Cut and Snip Flyers, LLC with a flight at least every 90 days
 - (2) Solo use of any aircraft will require at least 5 hours of dual instruction in make and model
- * **Preflight** – Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer before each flight. Any new damage will be documented (photos, notes) and provide to operator. Renter shall use the manufacturer's recommended pre-takeoff, cruise and pre-landing checklists. (FAR§91.103 Preflight action.)

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- * **Weather** – Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (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 4,000 feet.
- * **Physical conditions** – Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as alcohol, pain medications, tranquilizers, and sleeping aids.
- * The Renter has received, reviewed, understands and will comply with the Standard Operating Procedures found in the POH
- * The Renter will comply with all local, state and federal regulations (FAR/AIM).

MAINTENANCE AWAY FROM OGDEN AIRPORT POLICY

Cut and Snip Flyers, LLC will make every effort to keep our 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 Ogden Airport (KOGD) will apply should a breakdown occur.

- * In the event of a breakdown, notify the Operator of the problem immediately.
- * The Renter is not authorize any repairs to be made to the aircraft without approval from the Operator or Operator representative. Failure to do so could result in the Renter being responsible for portion of the bill.
- * The Operator 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 remain the sole responsibility of the Renter.
- * The Operator will reimburse the Renter for fuel purchased up to the current daily price of Mountain Valley Aviation at KOGD, whichever is less. The Renter must present a fuel receipt which shows the date, Fixed Base Operator (FBO) name, the number of gallons, and price purchased.

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- * All authorized 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: Renters are required to purchase a "Non-Owner Rental Insurance Policy" from an Independent insurance company to protect themselves in situations where they may be found to be negligent or responsible for damages to persons or property.

- 1) Cut and Snip Flyers, LLC aircraft are insured under a policy or policies of insurance provided by the Operator and providing liability coverage in the following amount: \$1,000,000.00 each occurrence. Student and Renter Non-Owner liability is \$250,000.00 each occurrence.
- 2) Cut and Snip Flyers, LLC aircraft are insured under a policy or policies of insurance provided by the Operator for single limit of \$100,000.00 per person for Bodily Injury each occurrence. Student and Renter Non-Owner liability is \$25,000.00 each occurrence.
- 3) THE OPERATORS AIRCRAFT PHYSICAL DAMAGE INSURANCE has a deductible of \$5,000 which will be the responsibility of the renter to pay to the Operator. In addition the non owners policy carried by the pilot will be utilized to pay for repairs and replacement up to the limits of the Non-Owner policy prior to utilizing the Operator policy.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Renter Printed Name: _____

Signed: _____

Date: _____

Witness: _____

Date: _____

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In Case of Emergency Contact:

(1) Name: _____

Relation: _____

Number: _____

(2) Name: _____

Relation: _____

Number: _____

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