

RENTAL AGREEMENT

3122 S. Great Southwest Parkway, Grand Prairie, TX | 972-988-8609

Renter: _____

The renter is responsible for any damage to the aircraft while in their care, custody, and control. The renter acknowledges and accepts financial responsibility for an insurance claim. Renters are liable for a \$2,000 non-motion & \$4,000 motion deductible. *Although not required we highly encourage individuals to have their own personal renters insurance

Before your first flight ALL renters are required to provide a \$500 security deposit. The deposit will only be used in the event of Damage to flight school property, or unpaid balance. Upon completion of training, if unused, the security deposit is fully refundable.

Spartan Flight Academy recommends AOPA, STARR, or AIG for your insurance needs.

The renter agrees to pay Spartan Flight Academy — service and time charges computed at the applicable posted rates, including any minimums that apply. Payment is due upon completion of the flight or service provided.

Renter agrees to pay a minimum of 0.2 instructor fee for pre and post-flight briefing.

The renter agrees to pay the instructor for full flight time on supervised solo flights.

Renter agrees to use the recommended 2-hour block time on Flight Schedule Pro unless otherwise specified by an instructor.

Renter agrees to pay a minimum of 50% for an airplane reserved for 5 or more hours, not to exceed 6 hours if those Hobbs times are not met. In the event the Hobbs meter is inoperative the renter agrees to pay Tach time x 1.3.

The renter acknowledges that they will complete a dispatch assessment sheet conduct a preflight inspection of the aircraft, its equipment, and accessories before every flight, as directed by the aircraft pilot's operating handbook or an Spartan Flight Academy-approved checklist.

The renter agrees to secure the aircraft after each flight properly.

The renter acknowledges that check rides take priority over any other flights and scheduling changes may occur. In the event of a schedule change due to a check ride, Spartan Flight Academy will inform the renter as soon as possible.

The renter agrees to fly within 30 days to maintain currency as an Spartan Flight Academy renter. After 30 days another aircraft checkout will be required.

If the aircraft is abandoned away from the home base airport, the renter shall pay all expenses incurred in returning the aircraft to its home base airport.

Renter agrees not to tamper with or attempt to repair any part of the aircraft or its accessories but will contact Spartan Flight Academy for instructions upon encountering mechanical malfunctions.

Renter agrees not to perform any power-off 180s or spins without an Spartan Flight Academy instructor present.

Renter agrees to report any aircraft damage, accident, or incident to an Spartan Flight Academy Representative, as soon as possible.

Renter agrees to use the aircraft only for private use and will observe and comply with all Federal Aviation Regulations and guidance prescribed by the Aeronautical Information Manual.

The renter agrees not to use any aircraft for instruction unless provided by an Spartan Flight Academy instructor.

Renter agrees to pay all fines, penalties, forfeitures, court costs, parking fees, tie-down fees, landing fees, hangar fees, and other legal violations assessed against Spartan Flight Academy resulting from Renter's use of the aircraft.

Renter agrees to reimburse Spartan Flight Academy in the event a suit is instituted by Spartan Flight Academy 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 Spartan Flight Academy in such suit or suits.

Any actions, lawsuits, or other proceedings for collection of amounts owed by the renter or otherwise shall be brought in Tarrant County, Texas and the renter agrees that the venue for all matters shall be Tarrant County, Texas, and governed by the laws of the State of Texas.

Spartan Flight Academy is not liable for lost or stolen items.

Students must initiate training within 6 months of sign up or documents will be destroyed

Aircraft will be grounded when surface winds/gusts are at or exceed 25 kts and/or a 15 kt crosswind component unless accompanied by an Spartan Flight Academy instructor.

Transient Maintenance Policy

At Spartan Flight Academy we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown occurs while away from our facility. The following policies regarding the level of reimbursement for repairs, while the aircraft is away from the home base airport, will apply should a breakdown occur.

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

Do not authorize repairs to be made to the aircraft without clearance from an Spartan Flight Academy Representative. Failure to do so could result in the Renter being responsible for a portion of the bill.

Spartan Flight Academy will not reimburse the Renter for any overtime charges, callout fees, or any other after-hour charges made by the maintenance facility.

Expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fares, etc. will not be reimbursed. All repairs will be made by properly licensed facilities and personnel.

No-Show and Cancellation Policy

Renter acknowledges that there is a No-Show and Cancellation Fee for reservations canceled less than 24 hours in advance. These fees are a percentage of instructor (50%) and aircraft time reserved (25%). There is no fee for weather cancellations, but the weather assessment will be made by flight instructors for student pilots. After multiple No-Show occurrences and last-minute cancellations, an account suspension and future reservation cancellations may occur per Spartan Flight Academy Management. Spartan Flight Academy Management can suspend any account at their discretion.

Payment Agreement

This Payment Agreement permits Spartan Flight Academy to charge my account and credit card on file for any unpaid services. It is my responsibility to pay past-due charges on my account. Every account must be paid within 90 days to avoid going to collections.

Penalties & Fees

Garbage or Trash left in aircraft-----	\$30
Human/Bodily secretion -----	\$100
Battery left on-----	\$100
Key left in ignition in OFF position-----	\$200
Key left in ignition in the ON position-----	Removal from training
Misplaced/lost keys-----	\$20
Aircraft damage-----	Cost up to deductible

Renter Information

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

Emergency Contact Name: _____

Emergency Contact Relationship: _____

Emergency Contact Phone Number: _____

I have read and I understand the above covenants, restrictions, and requirements of this rental agreement. I acknowledge that I have received a copy of this agreement.

Renter Signature:

x _____ Date: _____

Parent or Guardian's Signature (if applicable):

x _____ Date: _____

Release, Waiver Of Liability , Assumption Of Risk, & Covenant Not To Sue Agreement
(Binding legal document. Please read carefully before signing)

I, (**print full name**) _____ hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that unforeseeable risks which may result in serious injury or death. I understand and agree that neither my instructors, nor Spartan Flight Academy nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family estate, heirs or assign that may occur a result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or after I receive my pilot certification(s).

I also understand that Flight Activities are physically demanding and that I must seek the ongoing care of a licensed and authorized Aviation Medical Examiner and that I will not hold released parties responsible for events resulting from physical condition, limitations, or incapacitation. I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not merely recital and that I have signed this document on my own free act and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

I, (**print full name**) _____ by this instrument agree to be exempt and release my instructors, Spartan Flight Academy and all related entities as defined above from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including , but not limited to , the negligence of the released parties, whether passive or active.

I have fully informed myself of the contents of the Release, Waiver of Liability, Assumption of Risk, and Covenant not to sue agreement by reading it before I signed if on behalf or myself and my heirs.

Renter Signature:

x _____ **Date:** _____

Parent or Guardian's Signature (if applicable):

x _____ **Date:** _____

SPARTAN
FLIGHT ACADEMY

SpartanFlightAcademy.com
3122 S. Great Southwest Parkway, Grand Prairie, TX