

AVIATION PACIFIC INC. AIRCRAFT RENTAL AGREEMENT

Aviation Pacific, Inc. ("AP") agrees to rent its aircraft to the Customer signing this agreement under the following terms and conditions:

1. AP agrees to rent to the Customer an aircraft that is in good mechanical condition and airworthy, in exchange for payment by the Customer of an hourly rental fee. If the Customer reserves the aircraft for a full weekday, the Customer agrees to pay a minimum of 3 hours rental fee per day, unless otherwise authorized in writing by AP. If the Customer reserves the aircraft for a full weekend day or full National Holiday, the Customer agrees to pay a minimum of 3 hours rental fee per day, unless otherwise authorized in writing by AP.
2. Unless the customer is a student pilot flying with an instructor, the Customer will inspect the aircraft before each flight and ensure that it is in good mechanical condition and airworthy. This includes reviewing the AP aircraft dispatch sheet for inspection due dates before the first flight of any extended rental period. If the Customer finds that the aircraft is not in good mechanical condition and airworthy, the Customer will not fly the aircraft and immediately notify AP as provided in paragraph 12 below.
3. The Customer agrees to return the aircraft at the scheduled return time. The Customer will immediately notify AP of any expected delays in returning the aircraft.
4. The Customer agrees to pay AP for use of the aircraft upon the returning the aircraft to AP at its home base of Oxnard (OXR). If the Customer has money on account with AP, the Customer authorizes AP to deduct the charge for use of the aircraft from that account, upon returning the aircraft to AP.
5. The Customer agrees to pay the amount of any parking, tie-down, or hangar charges until the aircraft is returned to AP at Oxnard (OXR).
6. If the Customer leaves the aircraft anywhere except Oxnard (OXR), the Customer agrees to pay the pilot and aircraft expense incurred to return the aircraft to OXR.
7. The Customer agrees to properly secure the aircraft after each flight . If the Customer leaves a Master Switch on upon securing the aircraft, and AP is required to recharge or replace the battery, the Customer agrees to pay AP for the maintenance and replacement costs, if any, to do so.
8. The Customer agrees to report any aircraft damage, accident or incident to AP as soon as possible, as provided in paragraph 12 below.
9. The Customer agrees not to tamper with or attempt to repair any part of the aircraft, but will instead contact AP as provided in paragraph 13 below upon encountering any mechanical malfunction.
10. The Customer agrees that aircraft shall not be used or operated:
 - a. For any illegal purposes.
 - b. In any race, speed test or contest.
 - c. By any person other than the Customer who signed the agreement.
 - d. Outside the limits of the Continental United States, unless authorized by AP.
 - e. In any flight which the Customer is not properly rated or certified.
11. The Customer agrees to follow the following minimum Flight Operations Safety Rules:

- a. Pilot Certificate. Unless the Customer is a Student Pilot, the Customer must hold a valid and current pilot certificate with appropriate ratings and shall be pilot in command of the aircraft rented from AP. The Customer will fly the aircraft from the left seat and s/he will be responsible for the aircraft and its operation at all times.
 - b. Currency. The Customer must possess evidence of a current biennial flight review (BFR), medical certificate and aircraft checkout by a pilot designated by AP. Customer currency requirements are 3 take-offs and landings (day currency) and 3 take-offs and landings to a full stop (night currency) within 90-days. If customer does not meet these requirements, they must fly with an instructor to get current before renting an airplane . Student Pilots who have been approved for solo flight must have performed three take-offs and landings with an instructor within 30-days of the time of rental.
 - c. Physical conditions. The Customer shall not operate the aircraft for a period of at least 24 hours after using intoxicating substances or any medication which will adversely affect the ability to conduct safe flight operations.
 - d. Weather. The Customer shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (ceiling of at least 1,000 feet and visibility 3 miles or greater) unless the Customer is instrument rated, current for IFR and specifically approved by AP for IFR flight.
 - e. Preflight. The Customer will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. The Customer shall use the manufacturer's recommended pre-takeoff, cruise and pre-landing checklists.
 - f. Fueling.
 - i. Aircraft rented wet but refueled by the customer will be refunded for the fuel at the posted price.
 - ii. **Aircraft rented dry** will be dispatched with full tanks and therefore need to be returned with full tanks. If aircraft are returned without being topped off then Aviation Pacific Inc will charge additional handling fee of \$0. 50/ gallon as well as the posted price per gallon for topping off the tanks.
12. AP makes every effort to keep its fleet of rental aircraft in excellent mechanical condition. However, a breakdown can occur while away from our facility. Unless otherwise authorized in writing by Aviation Pacific Inc. , the following policies and procedures apply should a breakdown occur:
- a. The Customer will immediately contact AP's office at (805) 382-4584. In the unlikely event that the Customer cannot contact an AP representative, the Customer will leave a message stating his or her name, aircraft number and telephone number where the Customer can be reached.
 - b. The Customer will not authorize any repairs to be made to the aircraft without authorization from AP. Failure to do so may result in the Customer being responsible for all or part of the repair bill. Unless authorized by AP, AP will not reimburse the Customer for any overtime charges, call-out fees or any other after-hours charges made by a maintenance facility. Other expenses incurred by the Customer as a result of a mechanical delay, such as rental car, hotel room, meals, airline fare, etc. will not be reimbursed, unless authorized by AP.
 - c. All repairs will be made by properly licensed facilities and personnel.
13. The Customer acknowledges the following with respect to insurance:
- a. AP provides a policy of liability insurance with liability coverage in the following amount:\$1,000,000. 00 limit of liability, with a \$100,000. 00 per passenger liability sub-limit for each occurrence. The deductibles are \$5,000 for single engine aircraft.

- b. AIRCRAFT PHYSICAL DAMAGE INSURANCE IN FAVOR OF THE CUSTOMER IS NOT MAINTAINED. Although AP maintains hull insurance for its aircraft, the Customer understands that AP's insurer reserves the right to seek reimbursement from the Customer in the event the Customer is found to have been the cause of damage to the aircraft.
- c. The Customer is therefore encouraged to purchase an "Aircraft Renter Insurance Policy" from an insurance company to protect him/herself in situations where they may be found to be negligent and responsible for damages, (try AOPA at, <http://www.aopaia.com/> for a quote). **Renters insurance will protect you against possible responsibility for the insurance deductible of \$5000 in the event of an incident or accident resulting from Pilot negligence**

14. Disclaimer of Liability.

- a. The Customer acknowledges that AP is not the manufacturer of the aircraft, or the manufacturer's agent, and that AP makes no warranty or representation, either express or implied, as to the fitness, workmanship, design, condition or merchantability of the aircraft, its fitness for any particular purpose, or the quality or capacity of the materials in the aircraft.
- b. If The Customer defaults in the performance of any of his/her obligations under this agreement, AP shall, at its option and without further notice, have the right to terminate this agreement and to repossess the aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of the peace or forcible entry and detainer, and the Customer expressly waives the service of any notice. Exercise by AP of either or both of the rights specified above shall not prejudice AP's right to pursue any other remedy in law or equity. Furthermore, AP may refuse the rental of any aircraft at anytime, without explanation.
- c. **AP HEREBY DISCLAIMS, AND THE CUSTOMER HEREBY RELEASES AP FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY THE CUSTOMER'S NEGLIGENCE.
AP AND THE CUSTOMER HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL AP BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO THE LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE RENTING OF THE AIRCRAFT UNDER THIS AGREEMENT.**

15. In the unlikely event that the Customer violates any of the terms of this agreement, the Customer agrees to reimburse AP the sum of reasonable attorney's fees and costs incurred to enforce its terms and conditions.

I, the Customer, have read and understand this entire rental agreement, and I acknowledge that I received a copy of this agreement.

Print Name: _____

Signed: _____ Date: _____
THE CUSTOMER

Aviation Pacific, Inc.

By: _____ Date: _____

Position: _____

Aviation Pacific Inc Check List

Copies of the following received

- Birth Certificate or Passport
- Current Drivers Licence or Photo I. D
- Current Medical
- Pilot or Student Pilots Licence

AIRCRAFT RENTER INFORMATION FORM

PERSONAL DATA

NAME: _____

DRIVER'S LICENSE #

STREET: _____

HOME PHONE :

CITY: _____

BUSINESS PHONE:

STATE: _____ ZIP: _____

CELL
PHONE: _____

EMPLOYER: _____

EMAIL: _____

EMERGENCY CONTACT: _____

CONTACT
PHONE: _____

FOREIGN PASSPORT # _____

SOCIAL SECURITY

CURRENCY DATA

PILOT CERTIFICATE NUMBER: _____

DATE OF
BIRTH: _____

LAST MEDICAL DATE: _____

CLASS OF MEDICAL:

LAST FLIGHT REVIEW DATE (BFR): _____

CFI CERTIFICATE DATE:

TOTAL TIME: _____ HOURS FLOWN IN THE LAST 90 DAYS: DAY _____
_____ NIGHT _____

QUALIFICATION STATEMENTS

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Have you ever been involved in any aircraft accidents, incidents, or damage? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Have you ever been violated by or received any disciplinary action from the Federal Aviation Administration? |

If the answer to either of the above questions is, "Yes", please contact the flight school manager.

Prior to being permitted to operate any rental aircraft from Aviation Pacific Inc, the adult renter (over 18 years old) must present: 1.)Pilot Certificate; 2.) Current Medical Certificate; and 3.) Driver's License with Picture. Copies of these documents are to be made and placed in the renter's file. Each must be checked to ensure that the addresses match each other and the picture matches the person presenting the identification. If the renter is under the age of 18 years, a parent or guardian is required to appear, in person, at our offices and present appropriate identification as specified above. Copies of both the under age renter's and the parent's or guardian's documentation are to be placed into the renter's file. The parent or guardian will be required to co-sign the renter's agreement form.

Renter's Signature: _____ Date: _____

Parent/Guardian's Signature (required if under 18): _____ Date: _____

Parent/Guardian's Printed Name (if required):

Aviation Pacific Inc Authorizing Approval:
Date: _____

AVIATION PACIFIC INC AIRCRAFT RENTAL & FLIGHT SCHOOL

RATINGS AND ENDORSEMENT DATA

RATING/ENDORSEMENT (e. g. : Private)	DATE (1/1/03)	VERIFIED BY CFI NAME (Wilber Wright, CFI)
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AIRCRAFT RENTAL CHECKOUTS/APPROVALS

AIRCRAFT MAKE/MODEL (e. g. : PA 28-161 Warrior)	DATE (1/1/02)	APPROVED BY CFI NAME (Orville Wright, CFI)
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AVIATION PACIFIC INC RENTAL REFUELING AND INSURANCE INFO

A minimum charge of 3hrs will be applied on all full daily rentals / bookings.

Aircraft rented wet but refueled by the customer will be refunded for the fuel at \$3 /gal.

Aircraft rented dry will be dispatched with full tanks and therefore need to be returned with full tanks. If aircraft are returned without being topped off then Aviation Pacific Inc will charge the customer \$4. 00/ gallon for topping off the tanks.

All of our aircraft are fully insured however renters are advised to obtain renters insurance, (try AOPA at, <http://www.aopaia.com/> for a quote). Renters insurance will protect you against possible responsibility for the insurance deductible of \$5000 in the event of an incident or accident resulting from Pilot negligence.