

TRAINING AND AIRCRAFT RENTAL AGREEMENT

This **TRAINING AND AIRCRAFT RENTAL AGREEMENT** is entered into on the _____ day of _____, 20 ____ between Hangar Twenty-Two Aviation, LLC dba SkySchool of East Texas (Hereafter known as “Flight School”) and _____ (hereafter known as "Renter" or “student” interchangeably), the two entities hereafter referred to collectively as “the parties”. The parties hereby agree to the following terms and conditions regarding flight training, ground training, and the rental and operation of aircraft and use of equipment owned, leased, or otherwise provided to the renter by the flight school.

1. DISCLAIMER: The renter expresses an understanding of the dangers, risks, hazards, and possible outcomes associated with the act of operating an aircraft both in flight and upon the ground, and that operating an aircraft for any purpose, both in flight, and upon the ground, entails both known, and unanticipated risks that may result in physical injury, emotional injury, or death to themselves, or others; or may result in damage to property owned by themselves, or property owned by others. It is further expressed by the renter that such risks *always exist* despite safety measures, regulations, best operating practices, standard operating procedures, manufacturer recommended procedures, safe and proven design practices, engineering standards, or any other precautions that a reasonable person may implement as a means of mitigating such risks. The renter, on behalf of their personal representatives, heirs, executors, administrators, agents, and assigns, HEREBY RELEASES, WAIVES, DISCHARGES, AND ESTABLISHES COVENANT NOT TO SUE Hangar Twenty-Two Aviation, LLC dba SkySchool of East Texas, for any and all liabilities, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind including attorneys' fees, arising from any injury, property damage, or death that may be suffered as a result of participation in flight related activities, REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY OR ANY ADJUNCT TO THE ACTIVITY OCCURS OR IS BEING CONDUCTED. The renter further agrees that the Releasee is not in any way responsible for any injury or damage that the renter sustains as a result of their own negligent acts, omissions, illegal acts, or failures to act.

2. AIRCRAFT RENTAL AND INSTRUCTOR’S FEES, RATES, AND USAGE LIMITATIONS: Renter shall pay an hourly rate for aircraft usage under the following rate structure wherein the flight school assumes the cost of fuel, oil, and insurance during the rental period;

Single Engine Aircraft Rate Structure

Rental Rate	Per...	Note
\$185.00	Hobbs Meter hour rounded up to the nearest .1 hours	See Note 1, 2
\$170.00	Hobbs Meter hour rounded up to the nearest .1 hours	When a 10-hour block flight account is used
\$155.00	Hobbs Meter hour rounded up to the nearest .1 hours	When using the 50-hour time building plan

Note 1: Refer to section 4 and 5 of this agreement for additional information

Note 2: This rate shall apply to all financed flight training

Multi-Engine Aircraft Rate Structure

Rental Rate	Per...	Note
\$4,850.00	Flat rate for the “10 hr. accelerated multi-engine course”	Due in full at time of enrollment
\$375.00	Hobbs Meter hour rounded up to the nearest .1 hours	For additional hours beyond the initial 10 hours included in the “10 hr. accelerated multi engine course” OR during general rental periods
\$5,700.00	Flat rate for 15 hour 3-day time building	Due in full at time of enrollment
\$9,250.00	Flat rate for 25 hour 5-day time building	Due in full at time of enrollment
\$12,600.00	Flat rate for 35 hour 7-day time building	Due in full at time of enrollment
\$17,500.00	Flat Rate for 50 hour 10-day time building	Due in full at time of enrollment

Note: Refer to section 4 and 5 of this agreement for additional information

Flight Instruction Rate Structure

Instructor Rate	Per...	Note
\$65.00	Hobbs Meter hour rounded up to the nearest .1 hours	See Note 1, 2
\$50.00	Hobbs Meter hour rounded up to the nearest .1 hours	See Note 2, 3
\$40.00	Hobbs Meter hour rounded up to the nearest .1 hours	For single engine instruction when a flight account is in use**

Note 1: All instructor's ground and flight training related fees are included in the flat rate of the 10-hour multi engine accelerated course, until such time that the initial 10 hours of flight instruction have elapsed at which point this rate structure will apply to all multi engine flight training provided.

Note 2: Refer to section 4 and 5 of this agreement for additional information

Note 3: This rate shall apply to all financed single engine flight training

Ground instruction, brief, debrief, consultation, and any other billable hours you may spend professionally with your flight instructor may be billed at a rate of \$40.00 per clock hour rounded as nearly as possible to the nearest six-minute interval.

OR;

Any specially negotiated flight instruction rate which you and your independent flight instructor have agreed to as listed below, **ONLY if different from the instruction rates listed above:**

Rate: _____ Renter's Initials _____ Instructor's Initials _____

It is expressly understood that the flight school provides aircraft for rent, as well as facilities for the use of independent flight instructors contracted to serve our renters. These instructors may reserve the right to bill at the appropriate rate as outlined above for ground sessions, briefing, and debriefing times at the sole discretion of the administering instructor, and that the independent instructor may have fees, charges, or surcharges not subject to this aircraft rental agreement. It is agreed upon that should ground sessions be billed, they will be billed as reasonably close as possible to six-minute (0.1 hour) intervals. The minimum rental fee, and the minimum flight instruction fee shall be one half hour regardless of any lesser duration of time the renter actually used the aircraft. The minimum charge for a no-call no-show shall be ½ hour of the applicable rate for the reserved equipment, and ½ hour of the applicable rate for flight or ground instruction.

The flight school agrees to accept the following forms of payment: Cash, Check, Money Order, CashApp®, Paypal® and Credit and Debit Cards through use of the Zettle® kiosk. The renter agrees to the application of a 5% convenience fee which will be applied to the total of any PayPal® and Zettle® transaction. The minimum PayPal® and Zettle® transaction shall be not less than \$50.00. We will also honor Stratus Financial® financing, or any other third-party financing program that the renter utilizes as a form of payment.

3. AATD FLIGHT SIMULATOR / TRAINING DEVICE USAGE, FEES, AND LIMITATIONS: Renter agrees that the letter of authorization issued by the FAA to the AATD Flight Simulator / Training Device manufacturer used in tandem with the Federal Aviation Regulations is the controlling authority for what aeronautical experience requirements the AATD Flight Simulator / Training Device may or may not be used for. Payment due will be determined by multiplying the use fee of \$65 by the elapsed time of use for the rental period as indicated upon the device's Hobbs meter, or in the absence of a Hobbs meter the payment due shall be determined by multiplying \$65.00 by the elapsed time of use for the rental period as indicated on the software used to "dispatch" the AATD Flight Simulator / Training Device to the user. Such rental fee shall be due upon the completion of each rental period, or may be deducted from the user's flight account should a flight account be in use by the renter.

Renter is advised of the following basic limitations regarding use of the AATD Flight Simulator / Training Device;

- a. For individuals training toward **Private Pilot Certification**, a maximum of 2.5 hours use of the AATD Flight Simulator / Training Device may be logged in the renter's logbook, to demonstrate compliance with 61.109 which requires 3 hours of instrument flying time. It is noted that the 2.5 hours of time in the AATD Flight Simulator / Training Device *must be conducted in simulated instrument conditions under the supervision and instruction of a CFI*. The AATD Flight Simulator / Training Device may be used for an unlimited number of hours as a "procedures trainer" to help the renter master essential concepts in simulated flight conditions, however, any hours in which the AATD Flight Simulator / Training Device was used as a "procedures trainer" may NOT be used to meet any specific training requirement.

- b. For individuals training toward **Instrument Pilot Certification**, a maximum of 20 hours use of the AATD Flight Simulator / Training Device may be logged in the renter's logbook to demonstrate compliance with the training required by FAR 61.65. It is noted that the 20 hours of time in the AATD Flight Simulator / Training Device *must be conducted in simulated instrument conditions under the supervision and instruction of a CFII*. The AATD Flight Simulator / Training Device may be used for an unlimited number of hours as a "procedures trainer" to help the renter master essential concepts in simulated flight conditions, however, any hours in which the AATD Flight Simulator / Training Device was used as a "procedures trainer" beyond those 20 hours allotted for instrument training, may not be used to satisfy any instrument rating training requirement.
- c. For individuals training toward a **Commercial Pilot Certificate**, a maximum of 50 hours use of the AATD Flight Simulator / Training Device may be logged in the renter's logbook to demonstrate compliance with the training required by 61.129. It is noted that the 50 hours of time in the AATD Flight Simulator / Training Device must be conducted under the supervision and instruction of a CFI. The AATD Flight Simulator / Training Device may be used for an unlimited number of hours as a "procedures trainer" to help the renter master essential concepts in simulated flight conditions, however, any hours in which the AATD Flight Simulator / Training Device was used as a "procedures trainer" beyond those 50 hours allotted for the Commercial Pilot Certificate, may not be used to satisfy a Commercial Pilot Certificate training requirement.
- d. For individuals who are **already the holders of an Instrument Rating**, the AATD Flight Simulator / Flight Training Device may be used to comply with the instrument recency of experience requirements set forth in FAR 61.57(c) *with or without the accompaniment of a CFII* provided this time is completed in simulated instrument conditions. In the event that the AATD Flight Simulator / Flight Training Device is used for the purpose of completing an instrument proficiency check required by FAR 61.57, the proficiency check must be completed in simulated instrument conditions under the supervision and instruction of a CFII, *and at least one approach to a full stop landing must be completed in an Airplane in flight, under simulated or actual instrument conditions*.
- e. It shall be the responsibility of both the administering instructor, and the renter to ensure compliance and conformity to any FAR or LOA pertaining to the use of the AATD Flight Simulator / Flight Training Device when logging any time toward the requirements set forth for any certificate or rating.
- f. At no point in time, should any individual be allowed access to the AATD Flight Simulator / Flight Training Device, unless they have complied with the following requirements;
 - a. The user of the AATD Flight Simulator / Flight Training Device is enrolled with the flight school in a course meant to either achieve instrument currency, to train toward the issuance of a pilot certificate or rating, or complete an introductory experience.
 - b. The user of the AATD Flight Simulator / Flight Training Device is enrolled in a course meant to train toward the issuance of a pilot certificate or rating with an independent flight instructor who has been authorized by the flight school to conduct training in the AATD Flight Simulator / Flight Training Device.
 - c. The user of the AATD Flight Simulator / Flight Training Device has provided a copy of either a Passport or a Birth Certificate establishing that they are a United States Citizen; and is in possession of a training logbook; and that training logbook is endorsed with a "TSA Proof of Citizenship endorsement" by the administering instructor before the conduct of *any* training in the AATD Flight Simulator / Flight Training Device.
 - d. The user of the AATD Flight Simulator / Flight Training Device is an instructor either employed by the flight school, or is an independent instructor that is bound by an agreement with the flight school which authorizes the instructor to provide instruction to the clientele of the flight school; and the use of the simulator is limited to that time which is reasonable and necessary for said instructor to maintain a state of proficiency and competency toward instrument flying, or toward familiarization with the instructional use of the AATD Flight Simulator / Flight Training Device.

4. FLIGHT ACCOUNTS: For those students not utilizing financing, flight accounts are maintained through the purchase of 10 hours of “block time” in advance, and the use of flight accounts results in a discount on the appropriate rental rate. Renter affirms awareness that *any* transaction between the renter and the flight school may be deducted from the renter’s flight account as a means of payment for any transaction, including but not limited to any kit purchase, book purchase, training material purchase, ground instruction, aircraft rental, flight instruction, flight simulator use time, and preflight briefings / postflight debriefings in the event that such briefings warrant billable time. As a result, renter should be aware that flight account deductions *may not necessarily reflect flight related activities alone*. The minimum flight account balance shall be \$200 as a condition of further rental. U.S. Military veterans with an honorable status, as well as first responders, and children to whom they are the primary custodian will receive the flight account rate regardless of whether or not they choose to maintain a flight account.

The minimum deposit for single engine flight accounts for student pilots who will be actively engaged in training toward any certificate or rating shall be \$2,100.00

The minimum deposit for single engine flight accounts for RENTER sport pilots, or holders of any higher grade of pilot certificate who will NOT be receiving regular flight instruction shall be \$1,700.00

5. TIME BUILDING AND ACCELERATED PLANS: The flight school offers “accelerated” and/or “time building” plans for both single, and multi-engine aircraft under the following terms and conditions. The renter expresses understanding that the term “accelerated” shall at no point infer a guarantee that training will be completed inside of any specific time frame. Weather, maintenance, examiner availability, and other similar factors are fluid and dynamic things that influence the duration of any individual’s training cycle.

50 hours of single engine *time building* shall be available to the holders of a sport pilot or higher grade of certificate for a flat fee of \$7,750.00 it is the intent of this time building to allow the renter to build 50 hours of cross-country PIC flight time in order to qualify for an instrument rating under FAR Part 61. However, the holder of a sport pilot or higher grade of certificate may utilize this payment plan in order to build PIC time in either a local, or cross-country capacity. If the pilot is accompanied by a flight instructor for any reason, the flight instructor’s fees are not included in this flat rate and must be paid by the renter separately. Note that the limit for daily rental under this time building plan shall be 4 hours as registered on the aircraft’s Hobbs meter. The 50 hours in this section must be flown within 90 days of enrollment to qualify for refund under SECTION 6.

15, 25, 35, and 50 hours of multi engine *time building* shall be available to the holders of a private pilot or higher grade of certificate with a multi engine rating for a flat fee as outlined in section 2 of this agreement. Those pilots who utilize this time building option **MUST** be accompanied by an appropriately rated multi-engine instructor, and the compensation for this instructor’s time is included in the flat fee.

The flight school offers a 10-hour accelerated multi engine training program to those pilots who are holders of a private pilot certificate (or higher-grade pilot certificate) AND an instrument rating, this training is intended to result in the issuance of a multi-engine rating. Upon the date of enrollment, an applicant not utilizing financing will pay a non-refundable course fee of \$850 by cash, check, money order, or debit or credit card subject to SECTION 2 of this agreement. Upon enrollment, the applicant will be provided with all requisite study material, a check ride date will be scheduled with an FAA Designated Pilot Examiner, and a training start date at least 7 days prior to the scheduled check ride date shall be established. Upon arrival for the multi engine course, the remaining balance less the \$850 deposit will be paid in full for the 10-hour course, which includes up to 10 hours of multi engine aircraft rental, the scheduled syllabus ground instruction, and up to 10 hours of flight training. Should the applicant request, or require flight time beyond the allotted 10 hours of aircraft rental the fees for this time shall be in accordance with the “Multi-engine aircraft rate structure chart” located in SECTION 2 of this agreement.

6. REFUND POLICY: Flight and ground training hours completed toward any certificate or rating with the flight school, or any independent flight instructor, are transferrable to any other FAR Part 61, or FAR Part 141 flight school, or independent instructor, and will count toward your total aeronautical experience requirements anywhere in the United States of America. As a result, money already invested in flight training that you have already completed is nonrefundable. Be aware that **the positive balance remaining on a flight account will be considered refundable under the following terms and conditions:**

a. Your request for a refund must be made in writing either by email to SkySchoolofEastTexas@gmail.com or by certified mail to 6445 CR 3715 Athens, Texas 75752.

And;

b. Because the flight school has various fixed costs associated with each individual renter that must be incurred regardless of the frequency of an individual renter's flying, the renter agrees that any positive flight account balance is refundable minus the deduction of an administrative fee of \$500. If the balance is less than the administrative fee, it is agreed that the total remaining available balance will be used to cover as much of the administrative fee as possible, and this will result in the account being closed without a refund being issued.

And;

c. In the case of students training toward a certificate or rating, it is agreed upon that the refund of a remaining flight account balance may only be issued if the renter in question has previously used the entirety of at least their first \$2,100 account balance. This completion requirement does not include those hours which may have been completed with any other flight school, or with any other instructor not under the direct or contract employment of SkySchool of East Texas.

And;

d. In the event that the renter is the holder of a Private Pilot or higher-grade certificate and will be renting the aircraft for purposes that do not include training toward a certificate or rating, the renter must have utilized at least 50% of the initial flight account balance in order to be qualified for a balance refund.

TIME BUILDER REFUND POLICY: In the event that the renter is utilizing a time building rate structure the following refund schedules shall apply.

50 hours single engine time building refund schedule

The renter has completed...	Remaining balance refund calculation
45-49.9 hours out of 50	100% of the remaining balance may be refunded*
40-44.9 hours out of 50	75% of the remaining balance may be refunded*
35-39.9 hours out of 50	30% of the remaining balance may be refunded*
30-34.9 hours out of 50	20% of the remaining balance may be refunded*
20-29.9 hours out of 50	10% of the remaining balance may be refunded*
0-9.9 hours out of 50	Balance is non-refundable**

**The \$500 administrative fee applies to all refunds*

***Balance is 100% refundable if the refund is requested at least 24 hours prior to the first scheduled flight*

15 hours Multi engine time building refund schedule

The renter has completed...	Remaining balance refund calculation
13.1 or more hours out of 15	100% of the remaining balance may be refunded*
12.1-13.0 hours out of 15	75% of the remaining balance may be refunded*
10.1-12.0 out of 15	30% of the remaining balance may be refunded*
7.1-10.0 hours out of 15	20% of the remaining balance may be refunded*
5.1-7.0 hours out of 15	10% of the remaining balance may be refunded*
0-5.0 hours out of 15	Balance is non-refundable**

**The \$500 administrative fee applies to all refunds*

***Balance is 100% refundable if the refund is requested at least 24 hours prior to the first scheduled flight*

25 hours Multi engine time building refund schedule

The renter has completed...	Remaining balance refund calculation
20.1 or more hours out of 25	100% of the remaining balance may be refunded*
17.1-20.0 hours out of 25	75% of the remaining balance may be refunded*
15.1-17.0 out of 25	30% of the remaining balance may be refunded*
12.1-15.0 hours out of 25	20% of the remaining balance may be refunded*
10.1-12.0 hours out of 25	10% of the remaining balance may be refunded*
0-10.0 hours out of 25	Balance is non-refundable

**The \$500 administrative fee applies to all refunds*

***Balance is 100% refundable if the refund is requested at least 24 hours prior to the first scheduled flight*

35 hours Multi engine time building refund schedule

The renter has completed...	Remaining balance refund calculation
25.1 or more hours out of 35	100% of the remaining balance may be refunded*
20.1-25.0 hours out of 35	75% of the remaining balance may be refunded*
15.1-20.0 out of 35	30% of the remaining balance may be refunded*
12.1-15.0 hours out of 35	20% of the remaining balance may be refunded*
10.1-12.0 hours out of 35	10% of the remaining balance may be refunded*
0-10.0 hours out of 35	Balance is non-refundable

**The \$500 administrative fee applies to all refunds*

***Balance is 100% refundable if the refund is requested at least 24 hours prior to the first scheduled flight*

50 hours Multi engine time building refund schedule

The renter has completed...	Remaining balance refund calculation
35.1 or more hours out of 50	100% of the remaining balance may be refunded*
25.1-35.0 hours out of 50	75% of the remaining balance may be refunded*
20.1-25.0 out of 50	30% of the remaining balance may be refunded*
15.1-20.0 hours out of 50	20% of the remaining balance may be refunded*
10.1-15.0 hours out of 50	10% of the remaining balance may be refunded*
0-10.0 hours out of 50	Balance is non-refundable

7. REFUND POLICY FOR STUDENTS WHO FINANCE THEIR FLIGHT TRAINING: If a student uses Stratus Financial to fund their flight training expenses, the student should be aware that should a refund be requested, 100% of the funds remaining on account at the time of the said request are to be refunded to Stratus Financial (or the third party lender the student used to finance training) and Section 6 does not apply to the lender in question.

8. FUELING: The renter affirms that they have been instructed in safe fueling practices including the use of a static discharge line. All fueling operations conducted by the renter shall make use of a static discharge line with the engine shut down, and the master switch and ignition switches in the OFF position. The use of cellular phones, as well as smoking or the use of electronic cigarettes is prohibited within 50 feet of any fuel dispensing point. Should your flight require refueling while away from the Athens Municipal Airport, your final fees for the flight shall be adjusted so as to reflect the amount of fuel purchased at either the lowest fuel rate at Athens Municipal Airport on the date of purchase, or to a total of \$5.25 per gallon whichever is lower, up to a maximum reimbursement of thirty (30) gallons; you may also have the total amount credited to your flight account should you maintain a flight account with us as alternate means of reimbursement.

9. SOLE PILOT: The renter shall be the sole manipulator of the aircraft flight controls and any of the aircraft's subsystems during each rental period during which the renter is not accompanied by a Certified Flight Instructor under the direct or contract employment of the flight school. Renter hereby agrees to operate Aircraft in accordance with applicable Federal, State, and Local laws and regulations while acting as pilot in command or as a designated flight crew member. At no point in time shall a renter take possession of the aircraft for the purpose of receiving instruction from a flight instructor who is not an authorized contract or direct employee of the flight school.

10. CERTIFICATES: Renter certifies that he/she meets the following conditions:

(a) holds a valid and current Federal Aviation Administration ("FAA") first, second, or third-class medical certificate, or operates under "BasicMed", or is engaged in flight activities in which the FAA authorizes the use of a valid U.S. Driver's License in lieu of an FAA Medical Certificate, or is receiving instruction from an authorized instructor in a flight operation which does not require a medical certificate. AND;

(b) Holds at least a sport pilot certificate, private pilot certificate, student pilot certificate, or higher.

(c) has completed a flight review within the preceding twenty-four (24) calendar months [Unless the purpose of rental is to obtain a Flight Review or conduct training not requiring a flight review]

(d) is current for the operation of the aircraft as defined within the Federal Aviation Regulations [Unless the purpose of rental is to comply with currency requirements with an authorized instructor aboard]

(e) is mentally and physically fit to operate the aircraft.

11. FLIGHT EXPERIENCE: Renter acknowledges that the flight school may be operating more than one aircraft at any given time, and this aircraft rental agreement applies to any and all aircraft operated by the flight school. Prior to operating any aircraft leased, owned, or otherwise supplied by the flight school to the renter, without an authorized instructor aboard, the Renter hereby agrees to:

- (a) Conduct a “demonstration of proficiency” administered by a flight instructor of the flight school’s selection, and conducted using the aircraft to which this rental agreement is a subject.
- (b) The demonstration of proficiency must be repeated in the event that 30 or more calendar days have elapsed since the renter’s most recent rental period if that renter holds at least a Sport Pilot Certificate.
- (c) The demonstration of proficiency must be repeated in the event that 7 or more calendar days have elapsed since the renter’s most recent rental period if that renter holds a Student Pilot Certificate and intends to operate the aircraft “solo”.
- (d) “Demonstration of proficiency” is defined as; a flight consisting of at least 30 minutes of flight time with an authorized instructor aboard, which includes at a minimum; takeoffs, landings, go arounds, slips, any emergency scenario at the administering instructor’s discretion, recovery from power on and power off stalls, and may also include, at the administering instructor’s discretion, any other maneuver or procedure commensurate with the Certification Standards applicable to the highest grade of certificate or rating held by the renter, or in the case of a student, the current grade of certificate sought by the student, provided such a procedure or maneuver is approved by the aircraft manufacturer.
- (e) It is the Renter’s responsibility to know and understand when a demonstration of proficiency is required, and request a demonstration of proficiency should one be needed.

12. CHECK-LISTS: Renter shall operate the aircraft in accordance with the Aircraft manufacturer's recommended check-lists for each phase of flight as outlined in the Pilot Operating Handbook or Aircraft Flight Manual.

13. WEATHER: Renter shall obtain weather reports, forecast, and applicable NOTAMS for the proposed route of flight or area of flight *prior to commencing any flight as pilot in command*, the acceptable sources of weather and notam data are either the Flight Service Station by phone or web, or applicable information available at AviationWeather.gov, or Foreflight briefing, or any other source of aviation weather and NOTAM data, which the data provider records the interactions of the renter with the service provider, and that recorded information can be obtained by the renter, or the flight school, or any federal, state, or local authority as needed.

Renter shall only operate the aircraft when current and forecasted weather conditions indicate that the departure point, en route, and destination weather - with reasonable alternative destinations considered - are commensurate with the pilot's certificates, ratings, and experience, as well as the capabilities of the aircraft.

14. COMPLIANCE WITH FLIGHT SCHOOL PROCEDURES: Renter represents that he or she has read and understands the Flight School Standard Operating Procedures Manual (SOP) and is familiar with the contents of the manual. The Flight School retains the right to deny Aircraft rental if the Renter fails to comply with any part of said procedures at any time, or if reasonable evidence exists to suggest the renter has failed to comply with any part of those procedures. The flight school reserves the right to change or modify its standard operating procedures at any time, so long as students, renters and instructors are made aware of the change in writing. The issuance of a paper or digital memo, letter, text message, email, or the issuance of a new copy of the Standard Operating Procedures Manual to the renter shall all constitute satisfactory written notification.

15. RUNWAYS: Renter agrees to use only public use, hard-surfaced runways of 2,500 feet in length or greater, unless written authorization has been provided by the flight school authorizing operations into a specific non hard surfaced runway, unless the use of such a runway is warranted because of an emergency. This section prohibits operations on grass, turf, gravel, sand, rock, mud, or other similar soft surface runways unless warranted by an emergency situation, or when written authorization from the flight school has approved the operation. Secondly, any operation on grass, turf, gravel, sand, rock, mud, or other similar soft surface runways may be completed in waiver of written notification provided the operation is conducted under the direct supervision of the Chief Flight Instructor.

16. ACCIDENTS AND INCIDENTS: Renter agrees to immediately report to the flight school any accident, mishap, incident, or anomalies, including but not limited to, failure of the aircraft's engine(s), un-commanded stoppage of the aircraft's engine(s), or precautionary shut down of the aircraft's engine(s); failure, malfunction or damage of any kind to any person, their property, the aircraft, or its parts or components; or any damage, injuries or deaths which are the direct result of aircraft operation. Notification to the NTSB shall be made for situations which require NTSB notification by the most expeditious means available at the time. In the event of an accident or incident in which bodily injury or death has occurred, the renter must first dial 911 and report the situation to the appropriate authorities by the most expedient means available at the time.

17. FILING OF FLIGHT PLANS: In the event that the renter is the holder of a Student Pilot Certificate, the renter shall file an FAA flight plan with an authorized Flight Service Station for all flights which are conducted between any two or more cross country destinations separated by a space of 50 nautical miles or more. The Authorized Flight Service Station may be reached by telephone at 1-800-992-7433.

18. RENTER'S PHYSICAL & MENTAL CONDITION: Renter affirms that he or she will not tow, push, taxi or otherwise operate Aircraft in any way within twenty-four (24) hours of the consumption of any intoxicating substances, tranquilizers, or sleep-inducing drugs or any medication which is labeled so as to advise the medication's user not to operate machinery or motor vehicles, or if Renter's physical or mental condition is in any way impaired by medication, intoxication, illness, injury, or mental or physiological condition.

19. PREFLIGHT INSPECTION: Prior to each flight, the renter shall personally conduct a pre-flight inspection of the aircraft as prescribed by the manufacturer of the aircraft, as detailed in the Pilot Operating Handbook, or Aircraft Flight Manual (whichever is applicable) as well as is prescribed by Federal Aviation Regulations. By accepting the aircraft and boarding it with the intention to move the aircraft under its own power, the renter is implying satisfaction with the condition and airworthiness of the aircraft; if for any reason the renter is dissatisfied with the aircraft condition, he or she should refrain conducting *any* operation in the aircraft and notify the flight school.

20. PROHIBITED ACTIVITIES: Renter agrees that the Aircraft shall not be used to;

- (a) to carry persons or property for hire other than for the purpose of flight school business or instruction;
- (b) in any race, or contest unless a request has been made in writing to the flight school and said request has been approved by the flight school.
- (c) for any illegal purpose whatsoever;
- (d) for any purposes not permitted by procedures as outlined in the SOP manual.

21. SUBLEASE AGREEMENT: Renter agrees not to sublease the Aircraft or sell, assign, or otherwise transfer this Agreement or any aircraft to which the agreement pertains, to another person or entity.

22. ALTERATIONS: Renter agrees not to make any additions, alterations, or "improvements" to the Aircraft, nor will the renter remove any part, component, or any equipment from the aircraft unless such action is warranted by an emergency situation. Renter agrees not to make any additions, alterations, or "improvements" to this agreement.

23. INDEMNITY: Renter agrees to release, indemnify, and hold Hangar Twenty Two Aviation Training dba SkySchool of East Texas, its officers, and employees harmless from any and all liabilities, damages, business interruptions, delays, losses, and claims, and judgments - including all costs, attorney's fees, and expenses incidental thereto, by reason of any loss of or damage to any property, or injury to, or death of any person, arising out of or by reasons of any breach, violation, or nonperformance *by the renter of any part of this Agreement, or by any act or failure to act on the part of the Renter*. The flight school shall not be liable for any loss, injury, damage, or delay of any nature whatsoever resulting there from or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, or any other cause beyond its control.

24. DAMAGE TO AIRCRAFT AND EMERGENCY REPAIRS: At the termination of the rental period, Renter shall return the Aircraft to the Athens Municipal Airport, Athens, Texas in the same condition as when it was received by the renter, excepting reasonable wear and tear. In the event that the aircraft suffers damage during the rental period, the renter shall be liable for any and all insurance deductibles where applicable. Emergency repairs shall be defined as; repairs which must be made to the Aircraft which meet all of conditions one through six below;

- (1) The repair(s) must be necessary before further flight can be safely accomplished.
- (2) The repair(s) must become necessary while the aircraft is located at an airport other than Athens Municipal Airport, Athens, Texas.
- (3) The repair(s) must be necessary because of an act NOT caused by the renter's acts or omissions.
- (4) The repair(s) must become necessary because of mechanical failure, fatigue, wear & tear or are the result of typical mechanical breakdown.
- (5) The repair(s) must NOT be required because of structural damage to any airframe, engine or propeller component.
- (6) The repair(s) must NOT meet the FAA Definition of "major alteration or repair".

Should the aircraft require emergency repairs which meet all of the above outlined conditions, renter shall comply with the following procedures:

- (a) Contact the flight school by telephone at 903-283-0388.
- (b) If no contact can be made with the Flight School within 2 hours of the first attempt to make contact, and the warranted emergency repairs can be made for a sum equal to or less than \$400.00, the renter can authorize and pay for the emergency repairs without having received input from the flight school, its owners, personnel, or officers etc.
- (c) Renter shall be reimbursed by the Flight School by presenting a receipt of the parts / services rendered if forced to comply with subsection (b) above.

Should the aircraft require emergency repairs which DO NOT meet all of the above outlined conditions, the aircraft shall never be operated when it is damaged or in an unairworthy condition. Flight school personnel will be required to handle any repairs and make the necessary arrangements to return you to the Athens Municipal Airport by any means of transportation at the flight school's discretion. At no point should the renter attempt to repair, or otherwise correct any defective action on their own or with the aid of others, including towing the aircraft from a stuck-fast position by hand, or by mechanical means, or motorized means. Any and all towing of the aircraft must be carried out by personnel authorized by Hangar Twenty-Two Aviation, LLC. Any and all repairs of the aircraft must be carried out by an appropriately certificated Airframe and Powerplant Mechanic.

25. DEFAULT: Renter agrees and/or acknowledges that if Renter defaults in the performance of any of his/her obligations under this agreement, the flight school, at its option, and without notice, has the right to terminate the Agreement and to repossess the Aircraft using such force as may be necessary without being deemed guilty of trespass, breach of peace, or forcible entry, and detainer, and Renter hereby waives the service of any notice of such activity. If the renter causes the aircraft to be stored in a manner by which the flight school cannot access the aircraft to reclaim or repossess it, including but not limited to the use of a prop lock, changed door or ignition locks, or if the aircraft is secured within any hangar or structure to which the flight school has no access, the renter shall be responsible for a fine of Seven Hundred and Sixty Dollars (\$760) PER DAY that the aircraft is inaccessible to the flight school up to a maximum total of the hull value of \$110,000. Furthermore, should the aircraft become rendered unusable due to any damage, or failure which occurred during the renter's use of the aircraft – regardless of fault – and it is found that the renter was in default in any performance or obligation under this agreement at the time of their use of the aircraft, the renter shall be held liable for a total of \$350 per day that the aircraft is out of service up to a maximum of 7 consecutive calendar days.

26. GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of Texas and the Federal Aviation Administration where applicable.

27. RELATIONSHIP OF PARTIES: Renter is not and shall never at any time during the term of this Agreement become the agent of the Flight School, and the flight school shall not be responsible for the acts or omissions of Renter, the renter's agents, or the renter's representatives.

28. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and as of its effective date supersedes all prior agreements between the parties as related to the rental of Aircraft. Any change or modification hereof must be in writing signed by both parties.

29. WAIVER: Both the Renter and the Flight School have the right to waive or forfeit this agreement at any time in writing. Waiver of Forfeiture of the agreement constitutes a termination of the agreement in full and will result in the renter's rights to use of flight school owned, leased, or operated aircraft (or other machinery to which the agreement applies) being terminated. Notification of intent to waive, or forfeit the agreement shall contain the following information: Date, Renter's name, grade of pilot certificate held, notice of intent to waive, or forfeit the agreement, Renter's signature. Notification should be sent to SkySchoolOfEastTexas@gmail.com or regular mail to

SkySchool of East Texas
6445 CR 3715
Athens, Texas 75752

30. REPOSSESSION OF AIRCRAFT: Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any Federal, State or Local law or regulation, or is operated outside the scope of this Agreement, appears to be abandoned or if Renter had given false or misleading information at time of rental.

31. TERM: The valid term of this agreement is for a period of sixty (60) calendar months from the date signed, or as amended by subsequent signing of a revised agreement. Renewal of the agreement will be at the flight school's sole discretion.

32. RENTAL PERIOD: "Rental Period" for any Aircraft is defined as that time period during which Renter first boards the aircraft with the intention of conducting a preflight inspection, and concludes with the renter returning the aircraft to the agreed upon location, at the Athens Municipal Airport in Athens, Texas. It is understood that should the renter reserve the aircraft for an overnight stay at an airport other than Athens Municipal, the renter will be charged 5.0 hours aircraft rental *per day* away from Athens Municipal, or the actual elapsed Hobbs meter time, whichever is *greater*.

33. HANGAR FEES: While the aircraft is in storage at Athens Municipal Airport, Athens, Texas, the flight school bears responsibility for Hangar Rental or tie down fees incurred by the storage of the aircraft. The flight school bears NO responsibility for hangar or tie down fees incurred by renters during stays away from Athens Municipal Airport, Athens, Texas *UNLESS* such hangar fees are the direct results of the renter's attempts to protect the aircraft from impending storm or other damage which is **apparent and imminent based on current or forecast weather reports** if failure to store the aircraft would result in loss or damage to the aircraft.

34. RENTERS INSURANCE: Renter agrees to furnish his or her own renter's insurance policy with a minimum of \$100,000 hull loss coverage *at the renter's sole option* with the understanding that such a policy being in place is not a condition of rental. The flight school agrees to furnish an appropriate insurance policy on the aircraft.

35. SOCIAL MEDIA POLICY: While your privacy is important, it should be noted that Hangar Twenty-Two Aviation, LLC DbA SkySchool of East Texas maintains a large social media presence which may or may not be limited to Facebook®, Instagram®, Twitter®, YouTube® or any domains owned or maintained by Hangar 22 Aviation, LLC DbA SkySchool of East Texas and/or other platforms which allow user created content in an online environment. By signing this agreement, you authorize Hangar 22 Aviation, LLC DbA SkySchool of East Texas to use your name, photographs, likeness and other "non-sensitive personal information" to create engaging content as a means of advertising. Absolutely NO information we gather through business interactions with you will be used for any malicious purpose or sold to any individual, marketing firm, or trade agency, and such information will only be used in furtherance of business advertising for Hangar 22 Aviation, LLC DbA SkySchool of East Texas alone.

If you do not wish to agree to our social media policy, please check the box below and sign.

- ☐ **I do not wish for Hangar 22 Aviation, LLC Dba SkySchool of East Texas to use my name, photographs or likeness in any social media posts or advertising campaigns of any kind and all signatories of the document shall consider “paragraph 35” to be excluded from the agreement.**

36. AUTHORIZED REPRESENTATIVES: The Following persons are authorized to enter into this agreement with the renter on behalf of Hangar Twenty-Two Aviation Training dba SkySchool of East Texas; (1) Mr. John W. Sealey (President and CEO), (2) Mrs. Jame L. Sealey (Secretary / Treasurer) or (3) any Certified Flight Instructor under the direct or contracted employment of Hangar Twenty-Two Aviation LLC Dba SkySchool of East Texas. If the intended renter has not reached his or her 18th birthday, the parent or guardian signature must appear below indicating their authorization for the renter to enter into flight training and / or aircraft rental activities.

Renter’s Signature

Date signed

Signature of Parent or Legal Guardian (*if required*)

Date signed

Flight School Representative’s Signature

Date signed