



## Florida Aviation Professionals LLC (FAP) Aircraft Rental Agreement

1. While this agreement refers to rental airplanes as "FAP aircraft," Renter understands and acknowledges FAP does not own or maintain the rental aircraft, but is managing the scheduling and marketing of the aircraft on behalf of individual aircraft owners. As such, aircraft owners are solely responsible for all legal and mechanical items associated with their particular aircraft.
2. Since FAP schedules different airplanes with different owners, the Renter agrees to comply with the rules and restrictions for any particular aircraft, as those may differ between airplanes. Owners may require renters to sign additional addendums which govern the use of their specific aircraft. The addendums will be provided the Renter during their checkout.
3. Renter shall provide FAP with a copy of their pilot license, current medical certificate, government-issued photo ID, and proof of insurance. A Renter will immediately notify FAP if there are changes to these documents and shall provide updated copies for their pilot record. Failure to do so will immediately render this rental agreement null and void. FAP shall maintain the records in the Flight Circle online scheduling management program.
4. A Renter may not rent an aircraft unless they have completed a check-out on the aircraft with an authorized FAP Certified Flight Instructor (CFI). At a minimum, the Renter must be able to operate the aircraft safely and proficiently to the satisfaction of the FAP CFI. The check-out will include both ground and flight training on that specific aircraft. An aircraft check-out may be included as part of a FAA Flight Review so long as the flight review is in accordance with FAA Advisory Circular 61-98C.
5. Pilots renting through FAP must fly every at least every 60 days to maintain rental privileges; after 60 days, renters must schedule a proficiency check with a FAP CFI.
6. FAP may waive parts of the check-out if the Renter has logged recent and/or significant time in that aircraft make/model. Any claimed time by the Renter must be confirmed via flight log review conducted by the FAP CFI. FAP may also elect to allow a Renter to be checked on a group of aircraft if those aircraft are of similar make/model (e.g., a single check-out on a FAP Cessna 172 may be sufficient to be checked out on other FAP C172s); however, the renter will still be responsible to review/sign addendums required by individual aircraft owners.
7. FAP reserves the right to adjust a Renter's reservation as necessary to meet maintenance and training requirements (e.g. ensure aircraft availability for a checkride or accelerated training course). FAP will contact the renter as soon as possible to reschedule their reservation.

### General Regulations for All Aircraft Managed by FAP

1. FAP maintains liability and property damage on all aircraft managed by FAP. FAP requires all renters (including student pilots with a solo endorsement from an authorized FAP CFI) to acquire non-owned aircraft hull and liability policy (commonly known as renter's insurance) to provide liability coverage and hull coverage enough to cover a \$1000 insurance deductible. Renters may acquire this insurance through AOPA, AVEMCO and a number of other providers.

In the event of an incident or accident, if Renter is deemed negligent, Renter shall be liable to Owner and FAP for all losses, damages, costs, awards, verdicts, or other expenses (including reasonable attorney fees and costs and loss of income) suffered by aircraft owner and FAP related to such incident or occurrence that exceed insurance coverage.

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2. Smoking is absolutely prohibited in any FAP aircraft.
3. Airplane rental time is based on the aircraft's Hobbs meter. Renter shall legibly record Hobbs times on the aircraft log sheets provided by FAP. If the Hobbs time is unavailable, the rental rate will be based on the TACH time, multiplied by 1.2. ***Report or indicate any Hobbs time discrepancies in the Hobbs log or to a FAP CFI/Staff member prior to your flight. Failure to do so may result in the Renter being liable for Hobbs time errors.***
4. Rental rate is a "wet" rate. Any fuel purchased by the Renter will be reimbursed at the current FBO rate at 28J Palatka, by adjusting the final rental price. ***Renter must provide copy of fuel receipts for reimbursement. Tie-down, ramp, and other fees are not reimbursable.***
5. Oil is provided by FAP and is available as needed. If you need oil away from 28j, the price of the oil will be deducted from the flight bill. FAP uses W100 oil in all aircraft.
6. Renters shall comply with all Federal Aviation Regulations, the aircraft's Pilot Operating Handbook (POH) or Aircraft Flight Manual (AFM) as applicable, as well as state, local, airport and FAP rules while operating the aircraft.
7. Renter is responsible to conduct a thorough pre-flight inspection of the aircraft and shall not fly the aircraft if they deem it un-airworthy in any way. Any such determination by a Renter must be immediately reported to a FAP CFI or Staff member so it can properly "squawked" and repaired.
8. Renter is responsible for removing garbage/trash of FAP aircraft after each flight; failure to do so may result in a cleaning fee charged to the Renter's account.
9. All aircraft limitations must be observed. ***Aerobatic maneuvers are prohibited*** (except spins in approved aircraft and when with a FAP CFI for specific spin training).
10. Renters are not authorized to conduct maintenance (with the exception of pre- or post-flight inspection, fueling, and addition of engine oil) on any FAP aircraft without FAP authorization. In case of breakdown or mechanical issues away from 28J Palatka, Renter will contact FAP at 386- 227- 4155 for maintenance guidance.
11. Renter is responsible for all fees (except for fuel) incurred away from 28J. In case of breakdown or mechanical issues away from 28J, Renter will contact FAP at 386-227-4155 and advise FAP Staff of the problem. FAP will not be responsible/liable for any fees or costs associated with a Renter's transportation or lodging requirements away from 28J or those associated with returning to the 28J area.
12. Following each flight, the aircraft shall be properly secured and tied-down (if available). Any aircraft cockpit covers, inlet or pitot tube covers must be replaced. Minor maintenance "squawks" shall be reported in the airplane's binder or to a CFI/Staff member for subsequent repair action.
13. FAP shall be immediately advised if the aircraft sustained or caused damage during Renter's operation. ***Failure to report damage incurred during a Renter's flight will result in immediate suspension of scheduling privileges and potential legal/insurance claims against the Renter.***
14. Renter agrees that rented 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 Renter who signed the agreement

Initial & Date



- d) Outside the limits of the Continental United States without prior approval from FAP.
- e) To carry passengers or property for compensation or hire
- f) For any flight for which the Renter is not properly rated or certified

15. Renter will make every effort to return the aircraft on-time; *however, a Renter may exercise PIC authority to delay returning an aircraft to 28J as required to avoid severe weather or other unsafe flying conditions, but they should not abuse PIC authority in order to extend rental period.* A Renter must contact FAP Staff if they expect to be delayed in their return to FAP.

16. Multi-day rentals may not exceed more than four (4) consecutive days; additional days must be approved by FAP management. FAP reserves the right to suspend multi-day rentals at any time in order to meet student training requirements.

For multi-day rentals away from 28J, a daily minimum Hobbs flight time of two (2) hours per day will be charged for each day the aircraft is rented, whether the aircraft flies or not.

The time is cumulative; for a three-day rental, the minimum time that the Renter will be charged is six (6) hours. In cases where the Renter did not fly the minimum hours for the rental period, the renter shall pay the difference. If the renter exceeds the minimum time, the rental shall pay for the actual time accrued.

17. A violation of any of these rules by a renter may result in the loss of all rental privileges, as deemed appropriate by FAP *and/or the aircraft owner.*

18. In the unlikely event the Renter violates any of the terms of this agreement, the Renter agrees to reimburse FAP the sum of reasonable attorney's fees and costs incurred to enforce its terms and conditions.

**FAP HEREBY DISCLAIMS AND THE CUSTOMER HEREBY RELEASES FAP FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY THE RENTER'S NEGLIGENCE.**

**I have read and understand the above covenants, restrictions and requirements of the rental agreement. I acknowledge that I have received a copy of this agreement, and that it is my responsibility to comply with this agreement.**

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_