



**Rental Agreement, Policies & Procedures
(Version 1, 1 June 2020)**

Full Name: _____

Address: _____

Email: _____

Home Phone: _____ Cell: _____

Citizenship: _____

Previous countries of citizenship (if any): _____

Date of Birth: _____ Age: _____

Occupation: _____

Emergency contact: _____ Number: _____

Previous Aeronautical Experience: _____

Hours of Dual Instruction: _____ Hours of solo flight: _____

FAA Licenses Currently Held: _____

Biennial Flight Review Expires: _____

The purpose of the Savannah Aviation Renter's Agreement is to outline the policies and procedures of the Savannah Aviation Flight School. All aircraft renters and flight school students are expected to read, acknowledge, and sign this entire agreement. Failure to comply with any section may result in suspension or dismissal from the flight school, revocation of rental privileges, and/or enforcement action by the Federal Aviation Administration (FAA). In addition to the policies and procedures contained herein, all flight and training operations must be conducted in accordance with applicable Training Course Outlines (TCO), Course Syllabi, Federal Aviation Regulations (FAR), FAA Practical Test Standards (PTS), Aircraft Flight Manuals, Aircraft Checklists, and Aircraft Operations and Maneuvers Manuals.

Please contact the Savannah Aviation front office staff for any questions or concerns regarding this renter's agreement:

Phone: (912) 964-1022

Email: david@savannahaviation.com

Initial: _____

1) AIRCRAFT RENTAL CHECKOUT (ASEL):

I understand each renter must be checked out by a Savannah Aviation Certified Flight Instructor in the make/model of the aircraft they wish to rent. When two or more Savannah Aviation renters are sharing the use of the same aircraft, the Pilot In Command (PIC) for each leg will occupy the left seat, and is totally responsible for the operation of the flight for that leg. Landings will only be made from the left seat unless authorized by Savannah Aviation's Chief Flight Instructor.

2) AIRCRAFT RENTAL CHECKOUT (AMEL):

I understand renters who wish to fly Savannah Aviation Multi-Engine aircraft must possess at least a private pilot license with a multi-engine instrument rating, 500 hours total time, 50 hours multi-engine time, and 25 hours in make and model of aircraft. When two or more Savannah Aviation renters are sharing the use of the same aircraft, the PIC for each leg will occupy the left seat, and is totally responsible for the operation of the flight for that leg. Landings will only be made from the left seat unless authorized by Savannah Aviation's Chief Flight Instructor.

3) NORMAL OPERATIONS:

I understand renters must comply with takeoff and landing distance performance limitations as specified in the pilots operating handbook for the make/model of aircraft.

4) NIGHT OPERATIONS:

I understand renters must complete a night checkout with a Savannah Aviation Certified Flight Instructor to operate an aircraft between one hour after sunset and one hour before sunrise. The night checkout requirement may be waived at the discretion of Savannah Aviation's Chief Flight Instructor.

5) IFR OPERATIONS:

I understand renters must possess the appropriate category/class pilot license with an instrument add on rating in order to operate Savannah Aviation aircraft on an Instrument Flight Rules (IFR) flight plan and/or in instrument meteorological conditions (IMC).

6) SPECIAL VFR OPERATIONS:

I understand no renter shall file for, or request, a special VFR clearance.

7) CURRENCY REQUIREMENTS:

I understand no renter may operate a Savannah Aviation aircraft unless they have flown in the previous 90 days in order to meet rental currency requirements. In the event the renter has not flown a Savannah Aviation aircraft within these criteria, a checkout in the appropriate make/model aircraft must be accomplished with a Savannah Aviation Certified Flight Instructor. Since night flying carries more risk, an aircraft checkout at night is not required but is highly encouraged.

8) AIRCRAFT CHECKOUT:

I understand that renters must be checked out on each make and model of aircraft in the Savannah Aviation Fleet. Checkouts will consist of either ground or flying instruction and will be at the discretion of the Savannah Aviation

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Certified Flight Instructor. Each checkout will be annotated in the "Endorsements" section of the Savannah Aviation online reservation system. No renter shall land at a private, non-public use, or grass strip airport except in case of an emergency, unless the renter has been endorsed by a Savannah Aviation Certified Flight Instructor.

9) PREFLIGHT PLANNING:

I understand that in accordance with FAR 91.103 for any flight not in the vicinity of an airport, the renter shall become familiar with all available information concerning the flight, which shall include weather reports and forecast, fuel requirements, alternates available if the planned flight cannot be completed, and any known traffic delays of which the pilot in command has been advised by ATC. For any flight, the renter shall become familiar with runway lengths at airports of intended use, and the takeoff and landing distance data contained in the aircraft's FAA approved flight manual is not required for the aircraft, other reliable information appropriate to the aircraft, relating to aircraft performance under expected values of airport elevation and runway slope, aircraft gross weight and center of gravity, and wind and temperature. For flights in the vicinity of an airport, the renter shall obtain a standard weather briefing from any available source.

10) PREFLIGHT INSPECTION:

I understand the renter shall personally conduct a preflight inspection as prescribed by the Pilots Operating Handbook for the make/model of aircraft, including checking the fuel sumps and determining that the fuel and oil on board the aircraft are sufficient for the purpose to which the renter intends to use the aircraft.

11) RENTAL RADIUS:

I understand that Savannah Aviation aircraft shall only be flown within the continental United States and NO AIRCRAFT SHALL BE TAKEN OVERSEAS without prior written permissions from the owner and without proof of proper flight planning and customs documents.

12) WEATHER MINIMUMS:

I understand the following minimums apply to all Savannah Aviation Flight School aircraft, they are not a substitute for any FAR minimums, and all VFR minimums assume that terrain and VFR cloud clearances are followed in accordance with FAR 91.119 and FAR 91.155.

a) VFR RENTALS (Not Student Pilots)

- 1) 2000' ceiling & 3 statute miles visibility.
- 2) Surface wind not to exceed 25 knots.
- 3) Crosswind not to exceed aircraft's maximum demonstrated crosswind component.

b) DUAL VFR LOCAL

- 1) 1500' ceiling & 1 statute miles visibility.
- 2) Surface wind not to exceed 30 knots.
- 3) Crosswind not to exceed aircraft's maximum demonstrated crosswind component.

c) DUAL VFR CROSS-COUNTRY

- 1) 3000' ceiling & 5 statute miles visibility.
- 2) Surface wind not to exceed 30 knots.
- 3) Crosswind not to exceed aircraft's maximum demonstrated crosswind component.

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d) DUAL IFR LOCAL

- 1) Ceiling and visibility that allow for takeoff, approach and landing.
- 2) Surface wind not to exceed 30 knots.
- 3) Crosswind not to exceed aircraft's maximum demonstrated crosswind component.

e) DUAL IFR CROSS-COUNTRY

- 1) Ceiling and visibility that allow for takeoff, approach and landing.
- 2) Ceilings and visibility at destination airport that allow for takeoff, approach and landing.
- 3) Surface wind not to exceed 30 knots.
- 4) Crosswind not to exceed aircraft's maximum demonstrated crosswind component.

f) STUDENT PILOT - SOLO LOCAL

- 1) Traffic pattern: 2000' ceiling & 5 statute miles visibility.
- 2) Practice area: 3000' ceiling & 5 statute mile visibility.
- 3) Surface wind not to exceed 15 knots.
- 4) Crosswind not to exceed 10 knots.

g) STUDENT PILOT - SOLO CROSS-COUNTRY

- 1) 5000' ceiling & 7 statute miles visibility.
- 2) Surface wind not to exceed 15 knots.
- 3) Crosswind not to exceed 10 knots.

13) PROHIBITED OPERATION:

I understand the aircraft shall not be used in the following manner:

- a) To carry people or property for hire.
- b) Give or receive flight instruction unless given by a Savannah Aviation authorized flight instructor.
- c) In any race, test or contest.
- d) Land from the right seat position.
- e) Fly below 500 feet AGL.
- f) Bank beyond 60 degrees and/or climb or descend greater than 30 degrees of pitch (a.k.a. aerobatics).

14) AIRCRAFT RETURN:

I understand upon return of a rental aircraft, the renter is required to do the following:

- a) Tie down aircraft.
- b) Buckle seatbelts.
- c) Install pitot head cover/cowl plugs.
- d) Install yoke/rudder gust locks.
- e) Install sunscreen cover.
- f) Clean windshield and leading edges.

15) RENTAL SCHEDULING:

I understand Savannah Aviation aircraft are rented in duration of 2 hour blocks on a first come first serve basis. All scheduling must be done subject to an aircraft's prior need for maintenance and/or periodic inspection. If a

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scheduled aircraft becomes unavailable for any reason, Savannah Aviation reserves the right to make changes to your reservation in regards to aircraft. If the aircraft is changed, it will be in another aircraft similar to make and model. Student checkrides take priority over all scheduled rentals.

16) RENTAL CANCELATION:

I understand if the renter must cancel a scheduled reservation, (s)he must do so at least 24 hours in advance of the scheduled appointment. A renter who fails to give sufficient cancellation notice, or fails to show up for a scheduled rental, shall be charged fifty percent (50%) of the aircraft's current hourly rental charge for the time scheduled.

17) MINIMUM DAILY CHARGES:

I understand aircraft rentals will be charged a minimum flight time based on the following table:

<u>Flight Time Reserved</u>	<u>Minimum Hours Charged</u>
2 - 4 hours	No minimum
4 - 8 hours	2 hours
8 - 12 hours	4 hours
12 - 24 hours	4 hours
24 hours +	4 hours per day

18) PAYMENT:

Savannah aviation accepts payment by check, MasterCard, Visa, many debit cards, and cash. The renter expressly agrees to pay Savannah Aviation at the conclusion of each flight an in all instances in demand for:

- a) The hours to the nearest present tenth of usage indicated by the reading on the hour meter (HOBBS) during the term of the rental (or, if the HOBBS inoperative, 120% of the TACH time) and any charges to fulfill the minimum guarantee as specified in Savannah Aviation's current rental rate sheet, the terms of which are incorporated herein by reference;
- b) Any charges for failure to appear for a scheduled appointment or reservation without having given notification in accordance with Savannah Aviation rental Cancellation policy set forth above;
- c) Any expenses incurred by Savannah Aviation to return an aircraft to its home base due to the renter's inability to do so;
- d) Any charges incurred by the renter for landing, parking, tie down fees or any and all other fees incurred by the renter in connection with his use of an aircraft;
- e) The value of any parts, accessories, instruments, and other items which are missing from the aircraft when it is returned to its home base, where the occurrence was due to the renter's neglect to the property lock and secure the aircraft when left unoccupied during the rental period;
- f) In the event the renter intends to rent an aircraft for a period in excess of eight (8) hours the renter agrees that, if requested by Savannah Aviation (s)he shall deposit with Savannah aviation sufficient funds to pay for the anticipated rental cost to be incurred and if the renter makes such a deposit with a credit card (s)he expressly authorizes Savannah Aviation to charge that credit card for all costs associated with the rental without the further approval of the renter
- g) Reimbursement of fuel cannot exceed \$5.50 gallon (home base rate)

19) INSURANCE:

Initial:_____

Savannah Aviation requires all renters to have a personal non-owned aircraft insurance: a minimum of \$250,000 liability coverage (\$25,000 each passenger), minimum \$1,000 medical coverage per person, and a minimum \$25,000 physical damage liability which includes loss-of-use, and at least a \$5,000 deductible.

20) SEIZURE OF FORFEITURE AIRCRAFT:

In the event of seizure, forfeiture, or damage, to the aircraft as a result of renter's negligence, renter agrees to pay Savannah Aviation an amount equal to 3 hours per day of rental of the aircraft at the hourly rate for each day the aircraft is held or out of service, the total of such payments not to exceed the fair market value of the aircraft. Renter also agrees to pay all fees and expenses incurred in recovery of said aircraft.

21) ACCOUNT REFUNDS:

If, for any reason, a renter would like a refund of any credit on his/her account, Savannah Aviation will gladly refund the funds on thirty days (30) prior notice. Gift certificates, however, are not redeemable for cash refunds; however, any remaining balance in old accounts may be redeemable for flight time or pilot supplies. Accounts inactive for more than five (5) years will be considered abandoned.

22) DEFAULT:

If renter defaults in the performance of any of his/her obligations under this agreement operator shall, at its option and without further notice, have the right to terminate the agreement and to repossess aircraft using such force as may be necessary without being deemed guilty or trespass, breach of peace or forcible entry and detain, and renter expressly waives the service of any notice. Exercise by operator of either both of the rights expressed above shall not prejudice operator's right to pursue any other remedy in law or equity. Furthermore, the operator may refuse the rental of any aircraft at any time without exception.

23) GOVERNING LAW:

This agreement shall be in accordance with laws of the state of Georgia.

24) INTEGRATION/SUCCESSORS BOUND:

This agreement constitutes the entire agreement between the parties as of its effective date and supersedes all prior independent agreements between parties related to renting of the aircraft. Any charges or modifications here must be in writing signed by both parties. This agreement shall be binding and shall insure to the benefits of heir, legal representatives, and successors and assigns both parties hereto.

25) INDEMNITY/FORCE MAJEURE:

Renter agrees to release, indemnify and hold operator, its officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, and judgments of any kind whatsoever, including attorney's fees, and expenses incidental thereto, which may be suffered by, or non-performance by renter of any covenant or condition of the agreement or by an act or failure to act of renter.

26) RENTAL FEE:

Initial: _____

Renter shall pay operator a rental fee from renter's use of the aircraft according to the published rate structure (such rental fee shall be due and payable immediately at the end of the rental period). In the event of nonpayment within 15 days, interest will accrue at 1.5% per month until the balance is paid in full. Furthermore, all applicable debit charges involved with a returned checked will be added to the balance for collection, as well as reasonable collection fees, including attorney fees. Renters shall pay al parking fees, landing fees, fines, penalties, forfeitures, court cost, and other expenses assessed against Savannah Aviation, the aircraft, or the renter with respect to the renter's use of the aircraft.

THIS AIRCRAFT AGREEMENT POLICIES & PROCEDURES IS ENTERED INTO BY AND BETWEEN SAVANNAH AVIATION AND THE SIGNED CUSTOMER "RENTER" THE RENTER ACKNOWLEDGES THAT (S)HE HAS RECEIVED A COPY OF SAVANNAH AVIATION'S AGREEMENT, AND FURTHER, THAT (S)HE HAS READ AND UNDERSTANDS THEM.

DISCLAIMER OF LIABILITY: Savannah Aviation herby disclaims, and the renter herby releases Savannah Aviation, for good and valuable considerations, from any and all liability, whether in contract or tort (including strict liability and negligence) from any loss, damage or injury of any nature whatsoever sustained by the renter, its employees, agents, or invitees, during the term of this agreement, unless such loss, damage, or injury is caused by Savannah Aviation's gross negligence. The parties herby agree that under no circumstances shall Savannah Aviation 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, loss of revenue or anticipated profits or other damage relating to the renting of the aircraft under the terms of this agreement.

I warrant that the information, statements and representations contained herein are true. I understand that Savannah Aviation is relying on this information to rent the aircraft only to me and that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an accident. Further, I acknowledge that Savannah Aviation carries hull and liability insurance on its aircraft for its benefit and that Savannah Aviation's insurance carrier retains a right of subrogation against me in the event a claim is made on account of my negligence. Savannah Aviation requires the rental pilot to secure his own non-owned aircraft insurance.

PRINT FULL NAME: _____

SIGNATURE: _____ **DATE:** _____

Initial: _____