

AIRCRAFT RENTAL AGREEMENT

Renter Name: _____
Renter Full Legal Address: _____

State and Zip Code: _____
Phone Number: _____
Mobile Number: _____
FAA License Number: _____
Type of License: _____
Effective Date: _____

Rental Fee / Schedule/Annual Rental Deadlines – Per Flight Schedule Pro

Terms and Conditions of Rental Agreement-

In consideration of the rental fees paid and the covenants contained herein, EuroTec Vertical Flight Solutions, LLC, herein referred to as “EuroTec,” hereby leases to the “Renter” the designated aircraft referred to as the “Aircraft” pursuant to these Terms and Conditions (the “Agreement”). The term of this Agreement shall be one (1) year from the Effective Date (the “Term”).

1. Renter acknowledges and agrees:
 - a. During the time in which Renter possesses and uses the Aircraft under this Agreement (the “Rental Period”), Renter shall assume and maintain full operational control over the Aircraft.
 - b. In addition to the above, if Renter is a student pilot Renter must also provide a copy of his/her student license and must engage a certified flight instructor to be on the Aircraft during every Rental Period;
 - c. Prior to the first flight under this Rental Agreement (when Renter is acting as Pilot-in-Command) the Renter shall engage a Go Fly appointed CFI and shall successfully complete a check out flight. Once the CFI has cleared the pilot/Renter the Renter shall be cleared for all flight rentals during the Term of this Agreement.
 - d. All Aircraft operations shall be conducted under FAR 91 and shall be in strict accordance with the FARs then in effect. “FARs” means the Aeronautics Regulations of Title 14, Parts 1 to 399 of the United States Code of Federal Regulations, as amended.
 - e. Renter acknowledges and agrees that the Aircraft is the property of EuroTec.
 - f. Renter acknowledges that EuroTec is responsible for maintaining the Aircraft in an airworthy condition.
 - g. Renter acknowledges that he/she has completed a preflight inspection of the Aircraft and has determined that the Aircraft is in condition for safe flight.
 - h. Renter agrees to return the Aircraft at the scheduled time, weather permitting.

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- i. Renter agrees to properly secure the Aircraft after each flight and to secure hangar space for the Aircraft during inclement weather.
 - j. Renter acknowledges that he/she will review the Aircraft Maintenance Summary before each flight in any rental period.
2. Renter expressly acknowledges personal liability to pay EuroTec on demand for the following (collectively the "Rental Fees"):
 - a. Rental and time charges computed at the applicable posted rates until the Aircraft is returned to EuroTec
 - b. Any loss or damage to the Aircraft, its components, parts or equipment during the rental period. EuroTec has proper insurance to cover damage, however, the renter understands that depending on the amount of damage, insurance may not be utilized to reimburse EuroTec for a direct cost to repair or replace damage caused by the Renter. In those cases, we highly recommend that each Renter purchase their own "Non-Owned" aircraft policy with limits no less than \$5,000.00 to cover any deductible that EuroTec may incur under its own policy for insurance to cover damage or loss of the Aircraft.
 - c. All taxes, assessments, and charges imposed by any national, state, municipal or other public or airport authority relating to the renter's use or operation of the Aircraft during the Rental Period, excluding state registration and FCC licensing charges.
 - d. The amount of any landing and parking fees, tie-down, or hangar charges until Aircraft is returned to EuroTec.
3. Renter agrees not to tamper with, molest, or attempt to repair any parts of the Aircraft or its accessories, but will contact EuroTec for instructions upon encountering any mechanical malfunctions.
4. If the Aircraft is abandoned away from KWLC, the Renter will be charged pilot expenses plus flight time at *twice the normal rate* in order to return the Aircraft to KLWC.
5. Renter agrees to report any Aircraft damage, accident, or incident to EuroTec as soon as possible.
6. Renter agrees to cancel a Rental Period reservation with no less than 24 hours' notice. Failure to do so *may* result in a service charge.
7. Renter acknowledges EuroTec's 4.0 hour per day minimum rental rate for overnight trips, unless prior arrangements are made in writing with EuroTec.
8. Renter agrees not to transport any pet(s) and/or animal(s) in the Aircraft, without prior written consent from EuroTec. Normally Pets are allowed as long as they are kept in a Pet Transport securely transported in the Cabin or Interior Baggage Compartment.
9. Renter agrees that the Aircraft shall not be used or operated
 - a. For any illegal purposes.
 - b. In any race, speed test, contest.
 - c. By any person other than the Renter.
 - d. Outside the limits of the continental United States without written authorization from EuroTec.

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- e. To carry passengers or property for compensation or hire.
 - f. For any flight which the Renter is not properly rated or certified.
10. All non-tort disputes (including but not limited to contract and account actions) arising out of or in connection with this Agreement shall first be subject to Mediation if the amount in controversy is \$10,000.00 or less. Mediation can be waived if, and only if, both parties agree in writing. In the event mediation is waived or is unsuccessful for any such dispute, the dispute shall be resolved by final and binding arbitration consistent with the Kansas Alternative Dispute Resolution Rules. Any award rendered at arbitration shall be final and judgment may be entered upon it for all purposes allowed by Kansas law. Notice of the demand for mediation and/or arbitration shall be filed in writing with the other party to this Agreement. Any demand for mediation and/or arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall a demand for mediation and/or arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
 11. Renter agrees to reimburse EuroTec for any and all costs, expenses and reasonable attorney's fees incurred by EuroTec in the event suit is instated by EuroTec against the Renter to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money damages or costs. EuroTec and Renter expressly agree that any and all suits shall be governed by Kansas law. EuroTec and Renter expressly agree that Kansas shall be the forum and venue for any legal proceedings by and between the Renter and EuroTec and that any and all suits shall be filed in Douglas County, Kansas.
 12. Renter agrees the Aircraft will depart and land only on the taxiway, runway, or paved surfaces.
 13. **DISCLAIMER OF WARRANTIES:** Renter hereby acknowledges that EuroTec is not the manufacturer of the Aircraft, or the manufacturer's agent, and that EUROTEC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED 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 MATERIAL IN THE AIRCRAFT.
 14. Renter agrees to release, indemnify, and hold EuroTec its members, managers, officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising or in any manner occasioned by the operation or use of the Aircraft during the time in which Renter possesses the Aircraft, arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition of this Agreement, or arising by any act or failure to act on the part of the Renter. EuroTec shall not be liable for its failure to perform under this Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting there from, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond EuroTec's reasonable control.
 15. Renter hereby agrees that under no circumstances shall EuroTec 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 related to the renting of the Aircraft under this Agreement.

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16. Renter acknowledges and agrees that if Renter defaults in the performance of any of his/her obligations under this Agreement, EuroTec at its option, and without further notice, has the right to terminate this Agreement and to repossess the Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by EuroTec of either or both of the rights specified above shall not prejudice EuroTec's right to pursue any other remedy in law or equity. 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.
17. THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION ADMINISTRATION REGULATIONS.

THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER FAA PART 91 IN AN AIRWORTHY CONDITION THROUGH ANNUAL INSPECTION INTERVALS AND ANY OTHER CALENDAR OR HOURLY INSPECTIONS RENTER CONSIDERS CRITICAL TO FLIGHT SAFETY FOR OPERATIONS TO BE CONDUCTED UNDER THIS AGREEMENT AND DURING THE DURATION OF THE RENTAL PERIOD. RENTER AND NOT EUROTEC SHALL BE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS AGREEMENT. RENTER SHALL BE THE PERSON RESPONSIBLE OPERATIONAL CONTROL OF THE AIRCRAFT.

AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Renter:

Signature

Date: _____

Name Printed

EuroTec:

Signature

Date: _____

Name Printed