



Passion. Excellence. Integrity

Effective December 2017

## Rental Agreement

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Country of Birth: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Citizenship: \_\_\_\_\_ Previous Countries of Citizenship (if any): \_\_\_\_\_

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Occupation: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Previous Aeronautical Experience: \_\_\_\_\_

Hours of Dual Instruction: \_\_\_\_\_ Hours of Solo Flight: \_\_\_\_\_

FAA Licenses Currently Held: \_\_\_\_\_

Biennial Flight Review Expires: \_\_\_\_\_

1. V V

Each Renter must be checked out by an MGAV instructor in the model of the aircraft he wishes to rent. A recurrent training record (Schedule A or B). In addition to being checked out in the aircraft, the Renter must demonstrate that he meets the total flight time and time in the model of the aircraft he desires to rent. When two or more MGAV Renters are sharing the use of an 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 be made only from the left seat unless specifically authorized by MGAV's Chief Pilot.

**2. NIGHT OPERATIONS:**

In order to operate an MGAV aircraft between one hour after sunset and one hour before sunrise, the Renter must complete a night checkout with an MGAV flight instructor. A Renter who is checked out for night operations does not need to complete a standard daylight checkout. Night flights will be conducted only in non-mountainous areas and landings are only permitted on runways of 4,000 feet or longer and equipped with VASI or PAPI systems at airports with after hour fueling available. A night checkout requirement may only be waived at the discretion of MGAV's Chief Pilot.

**3. IFR OPERATIONS:**

In order to operate an MGAV aircraft on an IFR flight plan and/or in instrument meteorological conditions (IMC), the Renter must have completed the Advanced Transition Course and/or the approved Cirrus Six-Month Recurrent Training Check (Schedule A or B) within the preceding six (6) months. In addition, any intended flight involving a departure into IMC, reported en route IMC, or to a destination which, at the time of intended departure is currently reporting IMC, or is forecasting IMC within one hour before or one hour after the expected time of arrival, must receive the prior approval of MGAV's chief pilot or his designated representative. MGAV minimums for IFR operations require ceilings of at least 600 ft and visibilities of at least 2 SM at departure and destination, and the ability to reach MVFR (1000 ft ceiling and 3 SM visibility) within 30 min cruise flight time or within 50 NM, whichever is shorter, at any time during the flight. Night operations in IMC are strictly prohibited. Refer to paragraph nine (9) for information concerning IFR flight plans.

**4. CURRENCY REQUIREMENTS:**

In addition to meeting all operation currency requirements set forth in the Federal Aviation Regulations as well as the requirements set forth above, no Renter may operate an MGAV aircraft unless he has operated an MGAV aircraft within the previous ninety (90) days. In the event the Renter has not flown an MGAV aircraft within the previous ninety (90) days, the approved Cirrus Six-Month Recurrent Training Check (Schedule A or B) in the aircraft model is required. Notwithstanding, all Renters are required to complete:

**VFR and IFR:** Cirrus Six-Month Recurrent Training Check (Schedule A or B)

**VFR:** Flown with MGAV in the previous 60 days and flown a total of 30 hours or more in the past 12 calendar months.

**IFR:** Flown with MGAV in the previous 30 days and flown a total of 50 hours or more in the past 12 calendar months.

**5. SPECIAL VFR OPERATIONS:**

No Renter shall file for, or request, a Special VFR clearance.

**6. RUNWAY LIMITATIONS:**

Except as a precaution or in an emergency, no Renter shall attempt to land, or land, on a runway that is less than three thousand (3000) feet in length or on any runway that is not hard surfaced. No Renter shall attempt to takeoff, or takeoff, from a runway that is not hard surfaced or which is less than three thousand (3000) feet in length (not including displaced thresholds and non-usable runway). No Renter shall attempt to land, or land, at a private, non-public use airport.

**7. PREFLIGHT PLANNING:**

The requirements of §91.103 apply. For any flight not in the vicinity of an airport, or a flight into IMC, the Renter shall become familiar with all available information concerning the flight, which shall include weather reports and forecasts, 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, or, if an 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.

## 8. **PREFLIGHT INSPECTION:**

Renter shall personally conduct a preflight inspection as prescribed by the manufacturer of the aircraft, including checking the fuel from all 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. While conducting his preflight inspection, the Renter WILL NOT:

- (a) pull on the spinner of the aircraft to check nose strut inflation, which can cause the spinner bulkhead to crack and possibly separate the spinner from the bulkhead. Strut inflation should be checked by pulling on the propeller;
- (b) stand on the wing struts to check the fuel level unless the aircraft is equipped with steps. If it is not so equipped, the Renter will use a step ladder;
- (c) slam the doors when closing them;
- (d) push hard on the doors to make sure they are closed. A gentle push is all that is necessary;
- (e) touch or tap the flight instruments or engine gauges. This causes the instrument face to push in and will cause the instrument to malfunction;
- (f) place any objects on the glare shield since they will scratch the windshield;
- (g) over-tighten the oil dipstick. The dipstick is metal and the tube is plastic and could crack;
- (h) attempt to start an engine when the ambient temperature is below 32 degrees Fahrenheit, unless the engine has been preheated. If an engine has not been preheated or is not sufficiently warm, a cold start can lead to premature wear of the camshaft. Renters remaining overnight at another airport may be requested to show a receipt for preheating services on return.

## 9. **FLIGHT PLANS:**

For any flight in IMC for which MGAV has granted prior approval, the Renter shall provide a copy of the IFR flight plan to MGAV's dispatcher and, in the event the IFR flight originates from an airport other than the aircraft's home base, the Renter shall provide MGAV's dispatcher with a copy of the IFR flight plan by facsimile or, if by telephone, the contents therein

## 10. **PROHIBITED OPERATION:**

The aircraft shall not be used (a) to carry persons or property for hire, (b) to give or receive flight instruction unless such flight instruction is being given by an MGAV authorized flight instructor, or (c) in any race, test or contest, or (d) aerobatics other than spins for flight training, and then only if accompanied by an MGAV autho-rized flight instructor, unless the Renter has been checked out for solo flight in an aircraft certified for aerobatic flight and has rented such an aircraft. Except for CFIs and CFI trainees, no renter shall land an MGAV aircraft from the right seat position.

## 11. **AIRCRAFT RETURN:**

Upon return of a rental aircraft, the Renter is requested to adequately tie the aircraft down, install the control lock, buckle the seatbelts (except in airbag-equipped aircraft), install the pitot head cover, cowl plugs and replace the windscreen covers, if the aircraft has windscreen covers. In addition, the Renter is requested to turn the propeller to vertical to signal the MGAV line crew that the aircraft requires refueling.

## 12. **FLIGHT TIME REQUIREMENTS:**

The minimum flight time requirements for rental of MGAV aircraft are set forth below. MGAV's chief pilot or his designated representative may waive these requirements. MGAV reserves the right, however, to amend these requirements at any time, with or without notice, or to impose different requirements, on a case by case basis, if, in the sole discretion of its chief pilot or his designated representative, such different requirements are nec-essary to assure safe flight. All aircraft require an MGAV checkout in accordance with our checkout requirements and the following:

Cirrus SR0-20	5 hours in make and model
Cirrus SR-22	Technically Advanced Aircraft checkout 5 hours in make and model
Cirrus SR-22T	125 hours total time, 25 hours retractable or 10 hours dual

\*Solo authorization by Chief Aerobatic instructor

**13. RENTAL SCHEDULING:**

MGAV aircraft are rented in duration of 2.5 hour blocks. Scheduling is done on a first come, first serve basis. All scheduling must be done through MGAV's dispatcher or on-line through the MyFlightTrain system. All scheduling is done subject to an aircraft's prior need for maintenance and/or periodic inspection. If a scheduled aircraft becomes unavailable for any reason, MGAV reserves the right to make changes to your reservation in regards to aircraft. If the aircraft is changed, it will be in another aircraft of similar make and model.

**14. RENTAL CANCELLATION:**

In the event the Renter needs to cancel a scheduled reservation, he must do so at least twenty-four (24) hours in advance of his scheduled appointment. Cancellation notices transmitted by email are not acceptable, nor are cancellation notices left on MGAV's answering service outside of normal business hours. 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.

**15. MINIMUM DAILY CHARGES:**

In the event the Renter reserves an aircraft for 6 or more consecutive hours on any one weekday, (s)he shall be obligated to pay MGAV for no less than 3.0 hours of usage. In the event the Renter flies less than the required minimum, (s)he will be billed for the remainder at the current hourly rate for the aircraft flown. Required mini-mum does not apply to dual instruction.

**16. PAYMENT:**

MGAV accepts payment by check, MasterCard, Visa, many debit cards and cash. The Renter expressly agrees to pay MGAV at the conclusion of each flight and in all instances on 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 is inoperative, 120% of the tachometer time), and any charges to fulfill the minimum guarantee as specified in MGAV'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 MGAV's Rental Cancellation policy set forth above;
- (c) any expenses incurred by MGAV 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, tiedown 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 properly 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 MGAV, he shall deposit with MGAV sufficient funds to pay for the anticipated rental cost to be incurred, and, if the Renter makes such a deposit with a credit card, he expressly authorizes MGAV to charge that credit card account for all costs associated with the rental without the further approval of the Renter.

17. **ACCOUNT REFUNDS:**

If, for any reason, a Renter would like a refund of any credit on his account, EFA will gladly refund the funds on thirty (30) days prior notice. Prepayment bonus credits and gift certificates, however, are not redeemable for cash and cannot be refunded. Accounts that have been inactive for more than one (1) year will not be eligible for cash refunds; however, any remaining balance in old accounts may be redeemed for flight time or pilot supplies. Accounts inactive for more than five (5) years will be considered abandoned.

This AIRCRAFT RENTAL AGREEMENT (the "Agreement") is entered into by and between Executive Flyers Aviation, Inc. ("EFA") and the signed customer "Renter". Rental Policies and Procedures: EFA has established written rental policies and procedures regarding the rental and operation of its aircraft. The Renter acknowledges that he has received a copy of EFA's Rental Policies and Procedures, and further, that he has read and understands them.

Disclaimer of Liability: MGAV HEREBY DISCLAIMS, AND THE RENTER HEREBY RELEASES MGAV, FOR GOOD AND VALUABLE CONSIDERATION, 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 RENTER, ITS EMPLOYEES, AGENTS, OR INVITEES, DURING THE TERM OF THIS AGREEMENT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY EFA'S GROSS NEGLIGENCE.

THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EFA 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 EFA 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 EFA carries hull and liability insurance on its aircraft for its benefit and that EFA's insurance carrier retains a right of subrogation against me in the event a claim is made on account of my negligence. EFA encourages the Rental Pilot to secure his own insurance.

Print Full Name: \_\_\_\_\_

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