

KITTY HAWK LLC AIRCRAFT RENTAL AGREEMENT

This Blanket Aircraft Rental Agreement ("Agreement") is entered into by the individual whose printed name is _____ (hereinafter called "Pilot" or "Renter"), and whose address appears on the Pilot Information Form included herein, with Kitty Hawk ("KH"). Each of KH and Pilot are parties to this Agreement.

RECITALS:

A. KH operates an aviation fixed base operation at Schenectady County Airport. In conjunction therewith KH rents aircraft to pilots certificated by the Federal Aviation Administration ("FAA"). A rental includes rentals to student pilots in solo flight. (Any aircraft rented to Pilot by KH is hereinafter called the "Aircraft").

B. Pilot intends to rent Aircraft from KH from time to time.

C. Pilot is therefore willing and wishes to enter into this Agreement setting forth the terms and conditions which shall govern all Aircraft rental transactions which may take place between KH and Pilot.

TERMS AND CONDITIONS:

Therefore Pilot, intending to be legally bound, hereby promises and agrees regarding rental of any Aircraft as follows:

1. Inspection. Pilot agrees that he or she will inspect the Aircraft prior to its use. If the Aircraft is not in good overall condition or has apparent defects, Pilot will immediately notify KH and will not operate the Aircraft or continue the rental transaction. Pilot further acknowledges and agrees that any Aircraft will be returned, together with all documents and accessories, in the same condition as when rented and at or before the ending time of the scheduled rental.

2. Charges. Pilot shall pay KH for rental at the hourly rates for the Aircraft as posted by KH and from time to time:

- (1) for the elapsed time on the Aircraft "Hobbs" meter measuring time of operation, however, rental time shall be at least one-half of the scheduled time up to a minimum rental of one hour for each week day, and two hours for each Saturday, Sunday or holiday;
- (2) for all expenses incurred in conjunction with returning the Aircraft if for any reason left by Pilot at a location other than Schenectady County Airport; and
- (3) upon demand, for the amount of all loss or damage occurring while the Aircraft is rented to Pilot.

3. Operations. Pilot shall strictly follow these operating rules and procedures, that is, Pilot shall:

- (1) not allow any other person to operate the Aircraft;
- (2) comply with all FAA regulations and other applicable laws;
- (3) not carry persons or property for hire;
- (4) fly only when the reported weather is VFR, and in conditions (instrument rated pilots approved by CFII for flight in instrument conditions may operate IFR);
- (5) be on an FAA flight plan on flights to destinations more than 50 NM from Schenectady County Airport;
- (6) land only at established, public airports, with hard surface of at least 3,000 feet;
- (7) not perform any aerobatics, buzzing or other unsafe operations;
- (8) not land the Aircraft in a crosswind greater than the Aircraft's maximum demonstrated crosswind component plus pilot skill;
- (9) not give flight instruction unless approved by KH;
- (10) not operate the Aircraft in formation flight;
- (11) notify KH by the most expeditious means if the Aircraft will not be returned on schedule;
- (12) See scheduling Guidelines.

Exceptions to these operating rules and procedures will be made only with the written approval of an Officer of KH.

4. Security. Pilot shall carefully look after the Aircraft and its accessories. When parked the Aircraft shall be properly secured with tie downs, or in a hangar, and locked with the Pilot retaining possession of the keys to the Aircraft at all times during the rental.

5. Indemnity, Waiver, and Release. Pilot agrees to indemnify and hold harmless KH & TACs Enterprise against all loss or damage occurring to KH or third parties as a result of operation of the Aircraft by Pilot. Pilot understands there is a risk of injury in aircraft operations, and from participation in aviation activities. While FAA Regulations, KH rules, personal discipline and care may reduce the risk, the risk still exists and is accepted and assumed by Pilot; therefore, Pilot knowingly and freely assumes all such risks, both known and unknown, and however arising. Pilot assumes liability for all medical costs, attorneys' fees and any and all other expenses and damages resulting from injury to Pilot and, if signing as a Parent or Legal Guardian, to the Pilot signing this Agreement.

6. Insurance. KH provides limited coverage liability insurance (up to \$1,000,000) and aircraft physical damage (hull) insurance for the benefit of Pilot. Pilot should purchase and maintain aircraft renters physical damage insurance in a minimum amount of \$40,000 and shall annually provide KH with a copy of current documentation thereof from an aircraft insurance carrier.

Notwithstanding Paragraph 2(3) above, Pilot shall not be responsible for losses to KH which exceed \$40,000 and which losses result from physical damage to the Aircraft. Pilot has received, and hereby acknowledges receipt of the "Notice Regarding Insurance Coverage" included herein below.

7. Term

(1) The term of any rental transaction shall commence as of the time scheduled by Pilot for the rental and shall continue until such time as the Aircraft is returned to, and secured at, Schenectady County Airport.

(2) This Agreement shall be effective as of the date set forth in the last paragraph hereof and shall continue in effect for a term of one (1) year. Thereafter it shall automatically be renewed from year to year for renewal terms of one (1) year each unless and until terminated by one party giving the other thirty (30) days prior notice of termination.

8. Arbitration. As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, Pilot or KH may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party consents to any disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The prevailing party may be awarded costs including reasonable attorney fees, and all other costs of the arbitration proceeding. In situations where a party asserts any claim, position or defense, which is not substantially justified by the law or facts, the arbitrator shall award to the opposing party that party's reasonable attorney fees incurred as a result of that party's defending any such claim, position or defense.

9. Notices. All notices from one party to the other shall be in writing and may be effectively given by postage prepaid U.S. Certified Mail Return Receipt Requested - to the other party's last known address.

10. Integration This Agreement sets forth the entire understanding of the parties regarding the subject matter. Any modification change or amendment shall be in writing signed by an officer of KH.

NOTICE REGARDING INSURANCE COVERAGE:

As a renter of aircraft from Kitty Hawk, LLC. ("KH"), you are hereby notified that: (1) KH carries insurance which covers aircraft renters meeting KH's experience requirements for a maximum of \$1,000,000 in third-party bodily injury and property damage liability claims. (2) Physical damage (hull) insurance in favor of aircraft renters has a \$40,000 deductible that will be covered with your rental insurance should you choose to accept it. See attached Assured Partners App. However, we strongly encourage everyone to purchase renter's insurance.

PILOT INFORMATION

(Part of the Kitty Hawk, LLC. Blanket Aircraft Rental Agreement)

Name _____ Address _____
City _____ State _____ Zip _____
Home phone _____ Business phone _____
Occupation _____ Employer _____
Citizens ☐ U. S. ☐ Other _____ Email _____
Medical certificate class _____ Date of issue _____
Pilot certificate # _____ Date of issue _____
Flight Review
expiration date _____ Total time _____ PIC _____
Annual Date _____

Renter's (or Non-Owner) insurance coverage:

Agent: _____ Carrier: _____

Check all applicable: ☐ STU ☐ REC ☐ PRI ☐ COM ☐ D Instrument
☐ CFI ☐ SEL ☐ MEL ☐ ATP

Other pertinent information: _____

IN WITNESS WHEREOF, as of the ____ day of _____, 20 ____, this four page Agreement, including the Recitals, the Terms and Conditions, the Notice Regarding Insurance Coverage, and the Pilot Information Form, is signed by Pilot on behalf of himself or herself, and his or her spouse (if any), intending to be legally bound, in Clermont County, Ohio. Upon Pilot signing this Agreement KH may investigate the creditworthiness and reputation of Pilot and, if approved, will thereafter acknowledge Pilot's signature by signing below. Flight Instructor rental authorizations below the signature lines are solely for KH's administrative convenience. By signing this Agreement Pilot also acknowledges receiving the foregoing Notice regarding Insurance Coverage on Page 2 and represents that the information provided in the Pilot Information form on Page 3 is accurate and complete.

Pilot's Signature*

Received and acknowledged by:

KITTY HAWK, LLC.

*If Pilot is less than 18 years of age this Agreement must be signed below by a parent or legal guardian who, by signing, agrees and acknowledges this document in its entirety as applicable to Pilot and to him or her, and his or her spouse (if any).

By: _____

Authorized Signer

Pilot's date of birth: _____

Signature of Parent or Legal Guardian

RENTAL AUTHORIZATIONS:

| <u>AIRCRAFT</u> | <u>FLIGHT INSTRUCTOR'S SIGNATURE</u> | <u>DATE</u> | <u>CONDITIONS</u> |
|-----------------|--|-------------|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Please forward this document to my email ritk23@gmail.com

Scheduling Guidelines

The Aircraft can be scheduled at any time, 24 hours a day, 7 days a week, including the same day.

Flights can't be scheduled more than 90 days in advance. However, please do not schedule for more time than you plan on flying the aircraft. We only, at this time, have 1 aircraft available to our renters at each base. If you plan on flying for only 2 hours, please schedule it for only 2 hours to allow other renters to be able to utilize the aircraft as well.

You may rent at night if you are night qualified and you may also rent in IFR conditions if you have an Instrument Rating and are current according to regulations.

It is important that you complete all the personal information in the scheduling program. This needs to be complete in order for you to be able to use this program and rent.

Before renting from Kitty Hawk LLC, you will need to sign a new Aircraft Rental Agreement that will be available at this same location on the myFBO system.

As far as payment to Kitty Hawk LLC for the rental of these aircraft, when you input your information into the scheduling program, you have to go under personal information and input your credit card information. Under monthly payment method drop down, you need to put in "Automatic by Credit Card". The program will automatically charge your credit card for the usage of the aircraft. Because we have no acting agents for Kitty Hawk LLC at each base, this will be the billing procedures for this company in order to be able to rent aircraft. If you have activity on any given month, there will also be a \$10.00 fee for that month for Administrative fees. If you do not fly on any given month, you will not be charged this fee.

Kitty Hawk, LLC. Will require every year a mandatory 1 hour dual lesson with a certified Aviation Instructor to stay current.



APPLICATION

Mail application to **P.O. Box 578 Frederick, MD 21705** or call us at **800.622.AOPA (2672)**.

INSTRUCTIONS: Indicate which aircraft type you intend to fly by checking all that apply.
☐ Single Engine Land ☐ Multi Engine Land ☐ Rotorwing ☐ Seaplane/Amphib

Note: For coverage in Hawaii, Alaska or Kentucky, please contact AssuredPartners Aerospace at 800.622.AOPA (2672) as the premiums listed do not apply. Coverage is not available to pilots under the age of 14.

For Single Engine Land this insurance is for your personal and non-commercial use of non-owned, fixed wing, non-pressurized, aircraft having a non-turbine engine of 450 horsepower or less (including non-powered sailplanes), capacity of seven (7) or less total seats, and a standard, experimental, restricted, or light sport aircraft certificate, and not furnished to you for more than thirty (30) consecutive days. Multi Engine, Rotorwing and Seaplanes are not included in this coverage. *If only applying for Single Engine Land, continue to complete this application in its entirety.*

For All Other Aircraft types, please call AssuredPartners Aerospace for a custom quote at 800.622.AOPA (2672).

1 Pilot Information One individual only. No corporations.

ALL FIELDS must be completed. One individual only. No Corporations.

Full Name _____ Please Mark Changes

Address _____

AOPA Member No. _____

Phone (H) _____ (W) _____

Cell _____

E-mail address _____

Date of Birth _____ Occupation _____

Make/Model of non-owned aircraft you usually fly: _____

Your hours as PIC in Make/Model _____

Pilot Certificate: ☐ Student ☐ Recreational ☐ Sport
☐ Private ☐ Commercial ☐ ATP

Logged Hours: (Total) _____ (Last 12 Months) _____

Within the Last 36 Months Have You*:

Been cited for violation of any Federal Aviation Regulation? ☐ No ☐ Yes

Had your pilot's/driver's license surrendered, suspended or revoked? ☐ No ☐ Yes

Been convicted of operating an aircraft or motor vehicle while under the influence of drugs or alcohol? ☐ No ☐ Yes

Been involved in any aircraft accident/incident or aviation insurance claim? ☐ No ☐ Yes

*If you answered yes to any of these questions, please call AssuredPartners Aerospace at 800.622.AOPA (2672). Additional information may be required to determine your eligibility insurance in this program.

NOTE: For coverage in Hawaii, Kentucky or Alaska, please contact AssuredPartners Aerospace at 800.622.AOPA (2672), as the prices listed do not apply. Not available to pilots under the age of 14.

5 Payment Information

Please start my coverage on ☐ MM/DD/YY ☐ ASAP however, I realize my policy will only become effective upon receipt and approval of this application by the Company; my pilot and medical requirements are current with necessary ratings required by the FAA; and when I have paid the premium in full.

Premium is 50% fully earned upon the inception date of the policy. The maximum that can be returned is 50% of the total annual premium. If the policy is cancelled.

☐ Enclosed is a check for the total premium, payable to AssuredPartners
☐ I will be calling AssuredPartners at 800.622.AOPA (2672) to pay by credit card.

2 Required Coverage: Bodily Injury/Property Damage Liability

Protects against claims for Bodily Injury and Property Damage that you may become legally obligated to pay for arising from your operation of a non-owned aircraft. Damage to the non-owned aircraft is not covered, but can be purchased in Section 3.

| | Each Occurrence | Passenger Sub-Limit | Non-Member Rate | AOPA Member Rate |
|-------------------------------------|-----------------|---------------------|-----------------|------------------|
| <input checked="" type="checkbox"/> | \$250,000 | \$25,000 | \$86 | \$81 |
| <input type="checkbox"/> | \$500,000 | \$50,000 | \$116 | \$109 |
| <input type="checkbox"/> | \$500,000 | \$100,000 | \$181 | \$172 |
| <input type="checkbox"/> | \$1,000,000 | \$100,000 | \$220 | \$209 |

3 Optional Coverage

A Liability Limit Desired For Damage To Non-Owned Aircraft:

Protects against claims for damage to the non-owned aircraft, including its loss of use and \$5,000 each occurrence of no-fault deductible coverage. May be purchased only if required coverage above is also purchased.

| | Limit of Liability | Non-Member Rate | AOPA Member Rate |
|-------------------------------------|--------------------|-----------------|------------------|
| <input checked="" type="checkbox"/> | \$5,000 | \$99 | \$94 |
| <input type="checkbox"/> | \$10,000 | \$175 | \$166 |
| <input type="checkbox"/> | \$20,000 | \$250 | \$238 |
| <input type="checkbox"/> | \$30,000 | \$350 | \$333 |
| <input type="checkbox"/> | \$40,000 | \$450 | \$428 |

| | Limit of Liability | Non-Member Rate | AOPA Member Rate |
|--------------------------|--------------------|-----------------|------------------|
| <input type="checkbox"/> | \$60,000 | \$600 | \$570 |
| <input type="checkbox"/> | \$80,000 | \$775 | \$736 |
| <input type="checkbox"/> | \$100,000 | \$975 | \$926 |
| <input type="checkbox"/> | \$150,000 | \$1,425 | \$1,354 |
| <input type="checkbox"/> | \$200,000 | \$1,900 | \$1,805 |

B Employer as Additional Insured:*

☐ I hereby elect to purchase Employer Additional Insured Coverage \$50/yr

Employer Name: _____

Employer Address: _____

*Coverage shall not apply to any loss arising out of the additional Insured's activities involving the manufacture, sale, repair or service of aircraft or aircraft parts, components or accessories, or operations of any airport, hangar facility, flying service or pilot activity.

C Civil Air Patrol Coverage:

Includes civil air patrol missions defined as flights in conjunction with or on behalf of the Civil Air Patrol. Civil Air Patrol uses include search & rescue missions, aerial photography, courier flights and aerial surveillance flights ordered by a corporate officer of the Civil Air Patrol or his/her designee.

☐ I hereby elect to purchase Civil Air Patrol coverage \$50/yr

4 Premium Calculation

| | Annual Premium |
|--|----------------|
| 2 Required Coverage (Bodily Injury/Property Damage Liability) | \$ |
| Medical Payments: \$3,000 each person | \$Included |
| 3 Optional Coverage A (Damage to Non-Owned Aircraft plus \$5,000 no-fault deductible coverage) | \$ |
| Optional Coverage B (Employer Additional Insured) | \$ |
| Optional Coverage C (Civil Air Patrol Coverage) | \$ |
| Tax (Applicable in: NJ 0.7%; WV 0.55%) | \$ |
| Rates are subject to change. | |
| TOTAL ANNUAL PREMIUM | \$ |

It is important that you read and understand the following: I hereby certify that all information provided in this Application is true and complete to the best of my knowledge and no information has been withheld. I agree that this Application and the terms and conditions of the policy to be issued shall be the basis of any contract between the insurance company and me. I understand that no insurance is in force unless and until the insurance company or its authorized representative effects a binder of insurance or issues a policy. I authorize the insurance company or its authorized representative to investigate the qualifications or statements contained herein. I have read and understand the FRAUD WARNINGS on the reverse side of this application.

Signature _____ Date _____

If you are under the age of 18, a legal guardian must also sign and date this application below.

Signature _____ Date _____