

Western Air Flight Academy
(Division of Western Air Enterprises, Inc.)
AIRCRAFT RENTAL TERMS & CONDITIONS

Rental Agent -
Western Air Enterprises, Inc., d.b.a.: Western Air Flight Academy

Customer Name(s) -

(Print Clearly or Type)

This agreement consists of all of the following terms and conditions on these pages, whether printed or written.

Rental Agent hereby rents aircraft to customer subject to all of the terms and conditions of this agreement, in consideration whereof, customer hereby acknowledges and agrees to all of the following:

"Customer" means the person(s) named above who shall all sign this agreement, all of whom shall be jointly and severally liable here under.

Aircraft means any aircraft dispatched to Customer pursuant to this agreement and all tools, accessories, and equipment attached thereto or contained therein.

This is an agreement of rental only. Customer is not Lessor's agent for any purpose.

Customer agrees that prior to operating the aircraft, he/she will have on file a signed copy of this agreement, a completed and signed aircraft questionnaire for the model to be flown, an Airman Data Sheet with current information, copies of licenses and medical, and proof of currency for the flight planned, such as a BFR or IPC. Renter further agrees to be properly checked out by a Western Air Flight Academy staff or contract instructor. Customer pilots agree to update their Airman Data Sheet at the request of school staff or anytime their address or other contact information changes.

ALL CUSTOMERS RENTING AIRCRAFT OUTSIDE POSTED BUSINESS HOURS MUST HAVE ONE OF THE FOLLOWING ON FILE OR IN PLACE AT Western Air Flight Academy:

- 1.A valid credit card number with a signed authorization for charges.**
- 2.An "account" with Western Air Flight Academy with sufficient funds in such an account to cover the planned flight.**
- 3.Advance payment by corporate or personal check of an amount sufficient to cover the planned flight.**

While Western Air Flight Academy carries a fleet insurance policy covering hull damage and liability, **ANY DAMAGE TO AN AIRPLANE CAUSED BY CUSTOMER OR PERSONS OCCUPYING THE AIRPLANE UNDER HIS/HER CONTROL IS THE RESPONSIBILITY OF THE CUSTOMER! THIS INCLUDES, BUT IS NOT LIMITED TO, BLOWN TIRES, TIRES "FLAT SPOTTED" BY EXCESSIVE OR IMPROPER BRAKING, AND DOORS DAMAGED BY WIND OR PROP BLAST! BLOWN OR FLAT SPOTTED TIRES WILL RESULT IN A \$50 CHARGE TO THE RESPONSIBLE PARTY. (This means the last pilot to have flown said airplane prior to discovery)**

IN THE EVENT OF AN ACCIDENT OR INCIDENT, CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE UNLESS RELEASED FROM LIABILITY BY THE INSURER AND/OR RENTAL AGENT. IN ANY EVENT, CUSTOMER IS RESPONSIBLE FOR AT LEAST THE DEDUCTIBLE PORTION OF THE LOSS. CURRENT MEMBERS ARE COVERED FOR THE DEDUCTIBLE. ALL RENTER PILOTS ARE ENCOURAGED TO OBTAIN A NONOWNER RENTER POLICY OF INSURANCE.

Western Air Flight Academy reserves the right to refuse aircraft rental during adverse weather conditions, high winds or other conditions deemed unsafe by Western Air Flight Academy personnel.

03/06

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All renter pilots must fly from the left seat, excepting CFI candidates approved for right seat practice in preparation for their check ride.

No instruction may be given in Western Air Flight Academy's aircraft except by instructors, employed or contracted by Western Air Flight Academy.

STUDENT PILOTS:

1. May not fly unless a Western Air Flight Academy instructor dispatches them prior to each flight.
2. Must utilize practice areas designated by their instructor when solo.
3. Must have at least a current A/FD and Terminal Area Chart in possession when flying solo.

Any aircraft left unattended must be properly tied down.

Pilots agree NOT to OPERATE any Western Air Flight Academy aircraft when ceilings are less than 3000 feet and/or visibility is less than 5 miles, unless on an IFR flight plan. Western Air Flight Academy staff or contract flight instructors may authorize exceptions to this policy on a case-by-case basis.

Customer agrees to land only on established paved airport runways, except as an emergency measure, unless said customer has specific written authorization from Western Air Flight Academy management or Chief Instructor to operate the aircraft onto or from unpaved established runways.

Aircraft will only be flown within the limits of the contiguous 48 United States, unless said customer has specific written authorization to do otherwise from the Western Air Flight Academy management or Chief Instructor.

Fuel and oil purchased away from Western Air Flight Academy must be verified by a receipt and will be reimbursed at Western Air Flight Academy's posted rates. Receipts must be produced and reimbursed at the time the aircraft rental is paid. Customer shall be responsible for and shall pay for any parking, landing or other fees incurred during the rental of the aircraft.

In case of needed aircraft maintenance away from Western Air Flight Academy facilities, customer agrees not to tamper with, or attempt to have repaired, any part of the airplane or its accessories. Instead, customer will telephone Western Air Enterprises for instructions.

Cross-country rental minimums are three hours per calendar day. Customers renting aircraft for overnight periods agree to post a deposit of the daily minimum anticipated, in cash or by credit card.

Weather cancellations of aircraft reservations are at the pilot's discretion. Cancellations of aircraft reservations for other than weather reasons require 12 hours notice to allow to others to utilize the airplane. Reservations cancelled on less notice will result in a fee of \$15.00 being charged to the customer.

All weather delays shall be reported to Western Air Flight Academy as soon as possible. Pilots are responsible for the cost of returning aircraft to Western Air Flight Academy, if left elsewhere due to weather. This includes charges for other pilots ferrying the subject airplane if necessary.

Flight plans must be filed for all flights over 50 NM from originating airport, and an itinerary detailing destination(s) and enroute stops planned must be left with Western Air Flight Academy staff.

Aircraft rental for flight over mountainous terrain will require a mountain check-out by an approved Western Air Flight Academy instructor.

Pilots must have logged time in the same make & model of aircraft to be flown at Western Air Flight Academy in the preceding 90 days or they will require a check-out by a Western Air Flight Academy instructor.

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Pilots not current (i.e. 3 takeoffs & landings), in the preceding 90 days in category and class, day and night, will need a check-out by a Western Air Flight Academy instructor.

Currency in a higher powered or complex single engine aircraft of same make/manufacturer maintains currency in smaller singles, or fixed gear, but not vice-versa.

Customer shall return the aircraft at the agreed time, weather permitting, and will secure and clean it to the same condition that it was received.

All maintenance problems with aircraft will be written on the Aircraft Hobbs Sheet and reported to personnel in charge, immediately.

If any part of the next succeeding number is visible on the Hobbs meter, then that is the applicable number that must be reported. Discrepancies must be verified by a Western Air Flight Academy employee PRIOR to engine start. Customers failing to comply with this requirement will be charged accordingly.

When operating Western Air Flight Academy aircraft, customer's failure to observe all State, County, and Federal Aviation Regulations, will result in loss of rental privileges.

If a customer obtains an aircraft through misrepresentations or fraud, or uses the aircraft in the furtherance of an illegal purpose, all use of the aircraft is without Lessor's permission and will subject customer to criminal prosecution in addition to any civil remedy available to Western Air Flight Academy.

Customer agrees to hold Rental Agent harmless from all claims for loss or damage to personal property of customer, or any other person, left or carried in aircraft at any time before, during, or after this rental. Customer expressly agrees to, and hereby does, indemnify and hold Rental Agent harmless from any liability to other persons or any cost of damages arising from the customer's use of the aircraft.

GENERAL RELEASE

The undersigned customer, student, lessee, or renter pilot, understands the inherent risk involved in aviation activities and freely chooses to incur said risk. In that regard, the undersigned hereby voluntarily releases Western Air Enterprises, Inc., d.b.a.: Western Air Flight Academy, its officers, employees, directors, and agents from any and all claims, demands, rights and causes of action whatever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, personal injuries that have been or that may have been sustained by said undersigned as a consequence of leasing aircraft and/or facilities from Western Air Enterprises, Inc., d.b.a.: Western Air Flight Academy, or its agents.

By my signature, I acknowledge that I have read and understand this agreement and agree to abide by and comply with all provisions of this agreement.

CUSTOMER RENTER PILOT:
DATED THIS _____ DAY OF _____ 20__

SIGNATURE _____

WITNESS:
DATED THIS _____ DAY OF _____ 20__

BY: _____
For Western Air Flight Academy