

## **BLUE SKY AVIATION FLIGHT TRAINING, LLC AIRCRAFT RENTAL AGREEMENT**

In consideration of the rental fees paid and the covenants contained herein, Blue Sky Aviation Flight Training, LLC, herein referred to as "Blue Sky Aviation," hereby leases to the "Renter" the designated aircraft referred to as the "Aircraft."

1) Renter acknowledgements and agreements:

- A. During the time in which Renter possesses and uses the Aircraft, Renter shall assume and maintain full operational control over the Aircraft.
- B. 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.
- C. Renter acknowledges and agrees that the Aircraft is the property of Blue Sky Aviation.
- D. 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.
- E. Renter agrees to return the Aircraft at the scheduled time, weather permitting.
- F. Renter agrees to properly secure the Aircraft after each flight and to secure hangar space for the Aircraft during inclement weather.
- G. Renter acknowledges that he/she will review the Aircraft logbooks before the first flight of any rental period.

2) Renter expressly acknowledges personal liability to pay Blue Sky Aviation on demand for the following:

- A. Service and time charges computed at the applicable posted rates until the Aircraft is returned to Blue Sky Aviation.
- B. Any loss or damage to the Aircraft, its components, parts or equipment during the rental period.
- C. All taxes, assessments, and charges imposed by any national, state, municipal or other public or airport authority relating to the use or operation of the Aircraft during the time of use of the Aircraft, 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 Blue Sky Aviation.

3) Renter agrees not to tamper with, molest, or attempt to repair any parts of the Aircraft or its accessories, but will contact Blue Sky Aviation for instructions upon encountering mechanical malfunctions.

4) If the Aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at double normal rates to return the Aircraft to home base.

5) Renter agrees to report any Aircraft damage, accident or incident to Blue Sky Aviation as soon as

possible.

- 6) Renter agrees to cancel a reservation with no less than 24 hours' notice. Failure to do so may result in a service charge. Please refer to Blue Sky Aviation Cancellation Policy.
- 7) Renter Acknowledges Blue Sky Aviation's 2.5 hour per day minimum rental rate for long term rental unless prior arrangements are made with the Flight School Manager or Chief Instructor.
- 8) Renter agrees not to transport any pet(s) and/or animal(s) in the Aircraft.
- 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 the Chief Flight Instructor or Flight School Manager.
  - E. To carry passengers or property for compensation or hire.
  - F. For any flight which the Renter is not properly rated or certified.
  - G. For instruction by any non- Blue Sky Aviation employee.
  - H. For sublease to another party or assignment of this agreement by the renter

In the event a party fails to proceed with mediation and/or arbitration, challenges a mediation agreement or arbitration award or fails to comply with the terms of a mediation agreement or arbitration award, the other party is entitled to cost of suit, including expenses and reasonable attorney fees for having to compel mediation, having to compel arbitration or having to enforce any settlement or award.

10) Notice of the demand for mediation and/or arbitration shall be filed in writing with the other party to this Rental 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 Blue Sky Aviation for any and all costs, expenses and reasonable attorney's fees incurred by Blue Sky Aviation in the event suit is instated by Blue Sky Aviation 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. Blue Sky Aviation and Renter expressly agree that any and all suits shall be governed by Washington law. Blue Sky Aviation and Renter expressly agree that Washington shall be the forum for any legal proceedings by and between the Renter and Blue Sky Aviation and that any and all suits shall be filed and venued/lodged in Grant County, Washington.

- 12) Renter agrees if the Aircraft leaves the taxiway, runway, or paved surface for any reason during taxi, takeoff, or landing phase, the Renter will IMMEDIATELY stop the engine and WILL NOT proceed to move the Aircraft until Blue Sky Aviation personnel have inspected the Aircraft and assisted in positioning the Aircraft back on the taxiway, runway, or paved surface. Blue Sky Aviation will NOT pay for any damages incurred if the Renter neglects to follow the above procedure.
- 13) **DISCLAIMER OF WARRANTIES: Renter hereby acknowledges that Blue Sky Aviation is not the manufacturer of the Aircraft, or the manufacturer's agent, and that BLUE SKY AVIATION 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 Blue Sky Aviation, 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; or arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition of this Rental Agreement; or arising by any act or failure to act on the part of the Renter. Blue Sky Aviation shall not be liable for its failure to perform under this Rental 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 Blue Sky Aviation's reasonable control.
- 15) Renter hereby agrees that under no circumstances shall Blue Sky 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 related to the renting of the Aircraft under this Rental Agreement.
- 16) Renter acknowledges and agrees that if Renter defaults in the performance of any of his/her obligations under this Rental Agreement, Blue Sky Aviation, at its option, and without further notice, has the right to terminate this Rental 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 Blue Sky Aviation of either or both of the rights specified above shall not prejudice Blue Sky Aviation'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 Rental Agreement, appears to be abandoned or if Renter had gave false or misleading information at time of rental.

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 RENTAL AGREEMENT AND DURING THE DURATION OF THE RENTAL PERIOD.

RENTER AND NOT BLUE SKY AVIATION SHALL BE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS RENTAL 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 RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS RENTAL AGREEMENT.

\_\_\_\_\_ *Date:* \_\_\_\_\_  
*Renter*

\_\_\_\_\_  
*Renter Name Printed*

\_\_\_\_\_ *Date:* \_\_\_\_\_  
*Blue Sky Aviation Representative*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
*Aircraft Make / Model / N Number*