



Ace Pilot Training, Inc.
Flight Instruction / Aircraft Rentals



600 Hayden Circle Allentown, PA 18109

Phone (610) 264-1105 Fax (610) 264-1106

Aircraft Rental Agreement

Personal Information

Name (Last, First MI.): _____

Home Address: _____

Home Phone: _____ Business Phone: _____

E-mail Address _____ Cellular No. : _____ Pager No : _____

Height (inches) _____ Weight _____ Sex _____

Date Of Birth _____ Eye Color _____ Hair _____

Place Of Birth _____ SSN _____ Phone _____

DL # _____ State _____ Expire _____

Emergency Contact

Name : _____ Phone Number : _____

Airman Information

Pilot Certificate Type:

Student Private Commercial ATP CFI CFII MEI

Category / Class / Ratings:

SEL MEL SES MES Center Line Thrust

Instrument Gyroplane Helicopter Glider Seaplane

Cert No. _____ Date _____

Medical Class: _____ Medical Expiration Date: _____

Last BFR Date: _____ Checked Out By : _____

Flight Experience

Previous Flight Credit _____ Previous Flight School _____

Hours

Total Hours _____ PIC _____ Past 90 days _____

SE Fixed _____ PA-28-140 _____ (Cherokee)

SE Complex _____ M20C _____ (Mooney)

Multi Engine _____ PA-34-200 _____ (Seneca)

Instrument _____

Ace Pilot Training Information (optional)

Course Enrolled In _____ Date _____

Checklist completed by _____ Date _____

I ("Renter") have read and fully understand the terms and conditions for the rental of aircraft from Ace Pilot Training, Inc. ("Operator")

Signature

Print

Date

Aircraft Rental Agreement

(cont' d)

Do you have any physical conditions, limitations, or impairments that require a waiver or special condition to be attached or indicated on your medical certificate?

yes no

Explain: _____

Has your FAA or DOT Military pilot certificate ever been suspended or revoked?

yes no

Explain: _____

Have you ever been cited for any violations of Federal or Canadian Air regulations or have any limitations ever been placed on your pilot certificate?

yes no

Explain: _____

Have you ever been convicted of or pleaded guilty to a charge of reckless driving or driving under the influence of alcohol or drugs during the last five years?

yes no

Explain: _____

Have you ever had any Aircraft accidents or incidents while acting as the pilot within the previous five years?

yes no

Dates, places, make and model, details: _____

Signature

Print

Date

Aircraft Rental Agreement

(cont' d)

1. Rental Period:

The rental period shall be in one tenth (0.10) hour increments as determined by the "Hobbs" meter.

2. Aircraft Care

All club aircraft are owned by Ace Pilot Training, Incorporated. Each renter is responsible for the aircraft in his or her possession at all times and is expected to treat the aircraft with the utmost care. The renter is required to report all known trouble, malfunctions, or damage to an aircraft notifying the office immediately upon detection and in cases that deem the aircraft unairworthy, record the discrepancy in the discrepancy log on board the aircraft.

Renters will be charged for any damage or abuse not previously squawked. Any aircraft damage found must be entered on the discrepancy sheet and reported to office personnel prior to operating the aircraft. Failure to identify and report previously unsquawked damage (such as bald spots on tires) may result in the renter being charged for the damage. Without notifying Ace Pilot Training staff before using the aircraft, the renter may be held responsible for the damage. Expendable items such as batteries, tires, etc. will be charged on a prorated basis.

Renters are expected to conduct their flight operations in a manner that will allow normal climbs, cruises and descents consistent with careful and considerate operation of the aircraft. In particular, descents from altitude shall be planned in a manner to prevent shock cooling of the aircraft engine due to rapid power reduction. No renter may knowingly exceed the operating limitations of the aircraft except during an emergency.

Off-taxiway operations are prohibited for any reason. Aircraft operations on gravel or non-paved areas are prohibited. Renters will be held accountable for the total cost of any damage caused by off-pavement operations.

Renters may be held liable for damage or injury resulting from an occurrence which is determined to be the fault of said renter.

At the conclusion of the flight, the aircraft is to be returned to Hangar 7 and Lehigh Valley International Airport and properly secured with tie down ropes and chocks, as appropriate. The aircraft interior is to be left neat and clean with all personal belongings and trash removed. Ace Pilot Training is not responsible for lost or stolen items left in the aircraft. In addition, the aircraft ignition and master switch must be turned off. Failure to turn the master switch off will result in a \$100.00 charge.

Animals of any kind are not permitted in Ace Pilot Training aircraft. Any violation will result in termination of rental privileges and the renter will be charged the full expense for cleaning and repair.

3. Responsibilities

Foremost is that all flight and ground operations be conducted in the safest possible manner. Each renter is expected to practice a safe and courteous flying program in harmony with all airport, state and federal aviation regulations. This includes conforming to local noise abatement procedures

Ace Pilot Training strives to maintain its aircraft to higher standards than strictly required and to therefore provide the renter with well-maintained, airworthy aircraft in compliance with FARs. It is; however, the responsibility of the pilot-in-command to ensure that the aircraft that will be utilized is, in fact, airworthy and has all required aircraft documentation on board. Due to circumstances beyond the control of the Operator, such as unforeseen maintenance or the delayed return of an aircraft by another renter, there may be occasions where aircraft are removed from service or otherwise made unavailable on short notice. When these situations arise, Ace Pilot Training will do everything possible to provide another aircraft for a scheduled flight, but cannot be responsible for any inconvenience or expense incurred by the renter.

In the case of an accident or incident involving a renter, that renter shall not exercise his or her privileges as pilot-in-command in the Operator's aircraft until he or she has the approval of the owner of Ace Pilot

Signature

Print

Date

Aircraft Rental Agreement

(cont' d)

Training. If an Operator's aircraft is involved in an accident or incident, the pilot-in-command of that aircraft shall be responsible for all costs associated with returning the aircraft to the Operator.

It is the renter's responsibility to return aircraft to Hangar 7 at the Lehigh Valley International Airport. If the renter is unable to do so, any costs incurred in recovering the aircraft will be charged to the renter. These costs may include, but are not limited to, the rental charge for a ferry aircraft and the cost of the ferry pilot.

4. Flight Operations

Renters are expected to exercise caution when starting or operating aircraft near other aircraft, vehicles or people. All Operator's aircraft are to be taxied slowly, at a speed no faster than a brisk walk, on all ramp areas. No renter may taxi an aircraft through or into a tie down.

All pilots and passengers in an Operator's aircraft must use all furnished restraining devices provided in the aircraft during takeoffs and landings; good operating practice dictates that these devices be used throughout the entire flight.

Operations on dirt, sod, or gravel runways - or at any airport that is not published in the Airport/Facility Directory - are prohibited (except in an emergency). In addition, it is the responsibility of the renter to obtain proper permission from the airport operator prior to using any restricted airport. For any flights outside of Pennsylvania or over mountainous terrain, the renter may be asked to submit a flight plan to be reviewed by flight instructor designated by the Operator. The Club strongly encourages all renters to file a flight plan with the local Flight Service Station for all flights of 25 NM or more.

Any flight instruction with non Ace Pilot Training instructors is prohibited. Renters may not use club aircraft for any commercial use. Renters may not conduct operations "for hire" of any kind.

5. Scheduling:

In order to schedule an aircraft, the Renter must be in good standing with the Operator. Prior to using any aircraft, a reservation must be made. This can be accomplished using the online scheduling system or contacting the Operator's office. Multi-day rentals must be authorized in advance by the Operator. There will be a 3 hour daily minimum charge which can be waived for the first day provided that the rental begins at 12:01 pm or later and can also be waived for the last day provided that the rental ends at 11:59 am or earlier.

Please let the office know if you will be more than 15 minutes late for your aircraft reservation. Aircraft not dispatched within 15 minutes of the scheduled time may be released to another customer and a late fee or no show fee may apply.

Renters are expected to return the aircraft at or before the scheduled return time. Any Renter who is unable to return on time must inform the office at (610) 264-1105. Repeated late returns, other than those caused by reasonable weather or mechanical delays may result in penalties or termination of rental privileges.

The Ace Pilot Training office must be notified of all flight cancellations regardless of reason. (weather, illness, etc.) Failure to notify Ace Pilot Training at least 2 hours in advance, to permit rescheduling of the aircraft, will result in a penalty charge of one half (1/2) the reservation time. Operator will not question reasonable cancellations due to illness or weather, nor will the renter be penalized.

6. Route:

Aircraft will be flown during the rental period only within the confines of the Continental United States. Any flight outside the Continental United States will require the approval of the Operator.

7. Sole Pilot:

Renter will be the sole pilot of the Aircraft during the rental period. No other person will be allowed in the airplane and/or have access to aircraft keys unless accompanied by the Renter.

Signature

Print

Date

Aircraft Rental Agreement

(cont'd)

8. Smoking:

There will be no smoking inside the aircraft or anywhere around it.

9. Preflight:

Renter will personally and solely conduct a preflight inspection of the Aircraft as prescribed by the manufacturer of the Aircraft, including checking documents, fuel from all sumps, and determining that the fuel and oil on board the Aircraft are sufficient. Also, the Renter will brief all passengers on the proper use of seats, seat belts, air vents, lights, and emergency exits, and will follow all appropriate FAA rules and regulations.

Once Renter approves and accepts airplane for flight, Renter is responsible for all missing items, broken or worn beyond normal wear and tear (including tire bald spots).

10. Check-Lists:

Renter will use the Aircraft manufacturer's recommended check lists for all aircraft operations.

11. Weather:

Renter will obtain weather reports and forecasts for the proposed flight prior to commencing the flight. The Aircraft will only be operated when present and forecast aviation weather indicates that VFR weather conditions are present both locally, en-route and at the destination. IFR operations are permitted only for the instrument-rated Renter.

12. Runways:

Renter will utilize only established hard-surface runways except in case of an emergency, or with Operator's prior approval.

13. Accidents:

Renter agrees to report to Operator any accident, mishap, incident, or physical damage to person(s) or to the Aircraft as soon as possible.

or to the Aircraft as soon as possible.

14. Certificates:

Renter must hold a valid and current Federal Aviation Administration (FAA) pilot and medical certificates, and must have passed a bi-annual flight review or equivalent, where applicable, within the last twenty four (24) calendar months and be current in all respects.

Copies of these certificates must be on file Operator's office before the use of any aircraft is allowed.

Notwithstanding anything to the contrary, Renter will be responsible for determining Renter's legal ability to operate rented Aircraft, in terms not limited to appropriate and current medical certificate, pilot's license, bi-annual flight review, and any other legal limitations.

Signature

Print

Date

Aircraft Rental Agreement

(cont'd)

15. Seizure or Forfeiture of Aircraft:

In the event of seizure, forfeiture, or damage to the aircraft as a result of Renter/Pilot negligence, Renter agrees to pay Operator for the repair or replacement of the aircraft , and an amount equal to 3.0 hours per day rental of the Aircraft at the current hourly rate for each day the Aircraft is held or out of service.

The total of such payments not to exceed the fair market value of the Aircraft. Renter also agrees to pay attorneys' fees and all expenses incurred in the recovery of said Aircraft.

16. Fuel Credits:

Fuel credit will be applied to the Renter's account based upon the presentation of proper receipts (gallons, date, and tail number printed) at the time the Aircraft is returned, based on the then current price to the operator at Operator's FBO. In case the fuel price was purchased at below that price, credit will be issued for the exact amount of the fuel purchase. Any charges other than fuel will not be reimbursed unless authorized in this Agreement or authorized by Operator.

It is the renter's responsibility to provide original receipts for gas, oil, or maintenance charges paid directly by the renter. The renter pilot's name and the aircraft tail number must be included on all receipts. No credit shall be given for receipts submitted more than 60 days after the rental period. Fuel and oil will be reimbursed at the lower of the club price or that paid by the renter.

17. Pilot's Physical Condition:

The Aircraft will not be operated if Renter has used intoxicating liquor, tranquilizers or sleep inducing drugs within twenty four (24) hours prior to the commencement of a flight or if the pilot suffers any other physical impairment affecting the safety of the aircraft or its passengers.

18. Prohibited Activities:

The Aircraft will not be used: (a) to carry persons or property for hire, or (b) flown in any race, contest, or (c) be used to perform aerobatics or spins, or (d) any other commercial operation whatsoever, including flight instruction.

19. Sublease/Assignment:

Subleasing the Aircraft or assigning this Agreement to any other party or person is prohibited.

20. Condition of Aircraft:

Renter hereby acknowledges that Operator is not the manufacturer of the Aircraft, nor the manufacturer's agent, and that Operator makes no warranty or representation, either express 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 materials in the Aircraft.

21. Alterations:

Renter agrees not to make any additions, alterations, or improvements to the Aircraft without the prior written approval of the Operator.

22. Damage to Aircraft:

At the termination of the rental period, Renter will return the Aircraft to Operator in the same condition as when received, except for reasonable wear and tear. Renter will be liable to Operator for any and all loss or damage, sustained by the Aircraft during the rental period, such as: Master switch on, bald spots on tires, etc.

Signature

Print

Date

Aircraft Rental Agreement

(cont' d)

23. Emergency Repairs:

Emergency repairs will be defined as repairs to the Aircraft which due to statute regulations, mechanical failure or damage, should be made to the Aircraft before further flight. Should the Aircraft require emergency repairs, Renter will contact the Operator for instructions. If no contact can be made and repair can be completed for One Hundred Dollars (\$ 100.00) or less, Renter may authorize and make payments for repairs , for which Renter will be reimbursed by Operator. Under no circumstances will the Aircraft be flown by Renter without repair if to do so would violate any governmental statute or regulation or compromise the safety of the Renter, his/her passengers, or the Aircraft.

If an aircraft requires maintenance on a flight, the renter must obtain approval from the Club prior to authorizing any maintenance work on the aircraft. If such approval cannot be obtained, the renter must use his/her best judgment in authorizing work and may be held responsible for expenses for such work. Any maintenance work must be done by FAA certified mechanics or repair stations. The renter must obtain an invoice and a statement describing all work performed on the aircraft, including the signature and license number of the mechanic or repair station.

24. Default:

If Renter defaults in the performance of any of his/her obligations under this Agreement, Operator will, at its option and without further notice, have the right to terminate the Agreement and to repossess the Aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Renter expressly waives the service of any notice. Exercise by Operator of either or both of the rights specified above will not prejudice Operator's right to pursue any other remedy in law or equity. Furthermore, the Operator may refuse the rental of any Aircraft at anytime, without explanation.

25. Governing Law:

This Agreement will be construed in accordance with the laws of the State of Pennsylvania.

26. Integration/Successors Bound:

This Agreement constitutes the entire Agreement between the parties, and as of its effective date supersedes all prior independent Agreements between the parties related to the renting of the Aircraft. Any change or modification here of , must be in writing signed by both parties. This Agreement will be binding and will insure to the benefits of heir, legal representatives, successors, and assigns of the parties hereto.

27. Indemnity-Force Majeure:

Renter agrees to release, indemnify and hold Operator, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to Operator by reason of any loss or damage to any property, or injury to or death of any person arising out of or by reason of any breach, violation or nonperformance by Renter of any covenant or condition of the Agreement or by an act or failure to act of Renter.

28. Rental Fee:

Renter will pay the Operator a rental fee for Renter's use of the Aircraft according to the published rate structure. Such rental fee will be due and payable **immediately** at the end of the rental period. In the event of nonpayment within fifteen (15) days, interest will accumulate at a rate of 1.5% per month until the balance is paid in full. Furthermore, all applicable debit charge involved with a returned check will be added to the balance for collection, as well as reasonable collection fees, including attorneys' fees.

Signature

Print

Date

Aircraft Rental Agreement

(cont' d)

29. Aircraft Charges

Each renter is required to record aircraft usage in the furnished log. The entry must include the renter's name, date, beginning and ending Hobbs time and ending tach time. When entering ending times, if the meter numbers are turned half way, the next higher number is to be used. If a renter encounters a discrepancy between the previous log entry and the current Hobbs or tachometer reading, it must be reported to the office prior to engine start. If the discrepancy is not reported prior to engine start, that renter will be charged for the time.

30. Extension of Agreement:

This Agreement will be continuing and will control each use of the airplane by Renter, unless modified or terminated by the parties in writing.

31. Disclaimer of Liability:

Operator hereby disclaims and Renter hereby releases Operator from any and all liability, whether in contract or tort (including strict liability and negligence), for 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 Operator's gross negligence. The parties hereby agree that under no circumstances will Operator be liable for indirect, consequential, special or exemplary damages, whether in contract or tort including strict liability and negligence to, 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.

32. Certification:

I hereby certify that the above information is correct. I understand that the Operator is relying on this information to rent the aircraft to me, and that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an accident. I further certify that I have read the Rental Agreement and that I agree to the terms and conditions set forth therein.

33. Aircraft Checkout & Currency Requirements :

All Customers must fly at Ace Pilot Training, Inc., in type, within the preceding ninety (90) days in order to maintain flight privileges. All Student Pilots are required to fly at Ace Pilot Training, Inc., in type, within thirty (30) days in order to maintain flight proficiency. Operator has the right to decline any use of any aircraft if it believes, by judgment call, that the operation of that aircraft by the renter will be unsafe, without no further explanations or notice.

Every renter must demonstrate his or her knowledge and abilities in the aircraft he or she wishes to fly, to the satisfaction of a designated Ace Pilot Training flight instructor. The checkout will consist of, at a minimum, a review of aircraft systems, ground handling, and flight maneuvers for which the aircraft and the pilot are certificated. For six-passenger aircraft, the checkout will include a demonstration with the aircraft at full gross weight.

A renter may be required to submit to a check flight by a flight instructor designated by the Operator any time it is deemed necessary by the Chief Pilot of Ace Pilot Training. Any renter may request a review or recheck by a different instructor if the renter feels there is a difficulty in completing the required checkout.

In order to act as pilot-in-command of an Operator's aircraft a renter must log at least one full hour of flight time and make at least 3 takeoffs and landings to a full stop in an Operator's aircraft of the same make and model within the preceding 90 days.

In order to act as pilot-in-command of multi-engine aircraft the renter must, in addition to the above requirements, have logged one hour of emergency procedures training from a multi-engine instructor designated by the Operator within the previous 180 days.

Currency or specific checkout requirements may be waived by the Chief Pilot if the pilot is deemed to be sufficiently experienced to safely conduct the proposed flight.

Signature

Print

Date