THE CAVU PILOT, LLC.

AIRCRAFT RENTAL AGREEMENT

This rental agreement shall govern the relationship between CAVU PILOT, LLC. , hereafter referred to as Company, and _____, hereinafter referred to as Renter, for all rental transactions between Company and Renter. This agreement replaces any previous agreement.

Stipulations for use of aircraft:

1. The following training prohibitions exist for all Company aircraft: spins in airplanes.
2. Renter agrees to use Company aircraft for their business and personal purposes and is in no way authorized to act as an agent of the Company. **Renter will not conduct flights for the purpose of giving flight instruction or any other commercial purpose unless specifically authorized by company in writing.**
3. Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated. Further, the Renter must possess a current FAA issued medical certificate appropriate for the type of operation to be conducted. Renter must have the appropriate pilots certificates, medical certificates, and photo identification on their person during flight.
4. Renter will provide background information to the Company of: (i) Any incident or accident, major or minor, they have ever been involved in whether or not Company aircraft was involved; (ii) Any action taken by Federal, State or Local authorities against their certificates.
5. Renter agrees to engage in flight checks and aircraft checkout by the appropriate Company flight instructor for every aircraft the Renter intends to rent from the Company. Renter further agrees to flight checks for any of these conditions/situations:
    a. Renter has not flown that model of aircraft within the previous 90 days. If Renter is checked out in Company aircraft, but has not flown Company aircraft within previous 90 days, but has flown another aircraft of the same type from another flight service, Renter will show proof via logbook entry to Company CFI and will then be able to fly the designated aircraft.
    b. IFR proficiency flights.
    c. Currency for night flight.
6. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in an unairworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.
7. Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including: preflight inspection, pre-engine startup, engine startup, taxi, takeoff, cruise, landing, engine shutdown, and post-flight.
8. Renter will ensure that the aircraft is operated with (i) proper quantity and type of engine oil (ii) proper octane of fuel; and (iii) adequate fuel is loaded for the intended flight.

9. Renter is responsible for the proper operation of all equipment in the aircraft.
10. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103) for all flights.
11. Renter will never interfere with the operation of the Hobbs or tachometer of an aircraft.
12. Renters are strongly encouraged to file an FAA flight plan for all cross-country flights.
13. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:
    a. Flight control/gust locks in place.
    b. Master and ignition switches off.
    c. Seat belts secured inside the aircraft
    d. Window shades installed (Windshield and door windows)
    e. Chocks in place.
    f. Tie-downs secured (if tied outside).
    g. If hangared, the hangar is secure.
14. Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems.
15. Renter understands that he/she is prohibited from:
    a. *Hand-propping* to start an aircraft.
    b. Carrying pets without express and written approval of Company.
    c. Smoking, vaping, or allowing smoking, in or near an aircraft.
    d. Operating an aircraft in violation of terms of this agreement.
    e. Starting, taxiing or flying an aircraft while under the influence of alcohol or drug(s).
    f. Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR): (ii) in violation of State, or Local law; (iii) in violation of any Letter of Agreement executed by Company with the home or local airports.
    g. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices or Company operating procedures.
    h. Operating the aircraft outside of the United States of
    i. America, Canada, the Bahamas and the Caribbean Islands or enroute between points therein.
    Operating outside VFR and IFR weather minimums.
    j. Operating at unlit airports during night operations.
    k. Operating at airports with unpaved runways and /or taxiways.
    l. Operating at airports where intended runways have usable length of less than 3,000 feet.
16. Renter agrees to operate the aircraft from the Pilot in Command (PIC) seat as the sole manipulator of the controls unless receiving dual training from a company authorized CFI.
17. Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.

18. In the event of accident or incident involving company aircraft, Renter will act according to the tenets of NTSB Part 830; particularly:
    a. Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
    b. Notifying and cooperating with the proper Federal, State, and Local authorities. Reporting the event to Company as soon as possible using the emergency communication protocol included with the aircraft documents.
    c. Seeking to gather names and addresses of any witnesses to the event. Preparation and filing of the required appropriate forms.
19. Renter agrees to pay for any claims or losses not covered by Company or Renter insurance policies.
20. Renters are required to obtain renters insurance. Renters may be held responsible for any and all damage to the aircraft that results from Renter's actions or negligence, including but not limited to, damage to tires and landing gear due to excessive braking or hard landings. Further, Renter may be held responsible for aircraft loss of use charges.
21. Renter agrees that if the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.
22. Renter acknowledges and agrees that the aircraft is the property of the company and that renter will return the aircraft at the scheduled time, weather permitting.
23. Renter expressly acknowledges personal liability to pay Company on demand: (1) Service and time charges computed at the applicable posted rates until said aircraft is returned to CAVU Pilot, LLC. (2) Any loss or damage to the aircraft, its components, parts or equipment during the rental period. (3) The amount of any parking, tie-down, or hangar charges until the aircraft is returned to CAVU PILOT, LLC.
24. Renter agrees to report any aircraft damage, accident or incident to the Company as soon as possible.
25. Renter agrees that rented aircraft shall not be used or operated: (1) For any illegal purposes. (2) In any race, speed test, or contest. (3) By any person other than the Renter who signed the agreement. (4) Outside the limits of the Continental United States, Canada, the Bahamas and the Caribbean Islands or enroute between points therein. (5) To carry passengers or property for compensation or hire. (6) For any flight for which the Renter is not properly rated or certified. (7) For flight instruction unless specifically authorized by the operator.

Renter indemnifies and holds harmless Company against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action or judgment which may arise by reason or in connection with Renter's operation of Company aircraft under this agreement.

Company reserves the right to cancel this agreement at any time without prior notice to Renter.

Club Fees

1. The Renter will pay a non-refundable, one-time club initiation fee of $350.

2. Renter will pay a monthly membership fee of $150, due on the 5th day of each month. The monthly fee will be prorated to the day the renter joins the club.

3. The hourly rental rate of the aircraft is $350/hour wet.

4. Cavu Pilot, LLC. will reimburse the Renter for fuel purchased elsewhere at up to $7/gallon, provided that the Renter presents a fuel receipt from the place of purchase that shows the number of gallons purchased.

5. The Renter is responsible for all airport, hangar, and tie down fees when away from the based airport.

6. An invoice will be sent at the beginning of each month outlining the previous month's charges. Club fees and charges will be autodrafted via ACH on the 5th day of each month.

FLIGHT OPERATIONS SAFETY RULES

1. **Pilot Certificate** – Renter must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The Renter will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.

2. **Currency** – Renter must possess evidence of a current biennial flight review (BFR), Instrument Currency, medical certificate, and aircraft checkout by a pilot designated by the Operator.

3. **Preflight** – Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's

    a. recommended pre-takeoff, cruise and pre-landing checklists.

4. **Weather** – Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (ceiling of at least 3,000 feet and visibility 5 miles or greater) unless Renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight.

5. **Take-off and landing area** – No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with PAVED runways of no less than 3,000 feet. The Renter will not operate the aircraft at an airport with a density altitude greater than 5,000 feet without proper training.

6. **Physical conditions** – Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as liquor, tranquilizers, and sleeping aids.

7. The Renter will comply with all local, state and federal regulations.

8. The Renter will keep available the Cirrus Perspective iFOM, Garmin Perspective Manual, and POH on their electronic flight device for each flight.

TRANSIENT MAINTENANCE POLICY

At Cavu Pilot, LLC., we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from the Downtown Island Airport will apply should a breakdown occur.

In the event of a breakdown, notify Cavu Pilot, LLC. of the problem immediately. If maintenance personnel are not available leave your name, aircraft number and telephone number where you can be contacted.

Do not authorize any repairs to be made to the aircraft without clearance from the Cavu Pilot, LLC. representative. Failure to do so could result in the Renter being responsible for a portion of the bill.

Cavu Pilot, LLC. will not reimburse the Renter for any overtime charges, call-out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.

All repairs and fueling will be made by properly licensed facilities and personnel.

NOTICE OF INSURANCE COVERAGE

As a Renter of an aircraft, the undersigned Operator hereby provides notice that:

1. Renter agrees to be fully responsible for the $5,000.00 insurance deductible, or actual damages whichever is lower should damage occur while aircraft is in Renter's possession.

2. Renter also acknowledges that should a situation arise where damage to the aircraft occurred while in the Renter's possession and the insurance fails to cover such damage he/she will be liable for the entire cost of repairs and/or replacement.

3. Renter acknowledges that Cavu Pilot requires renter's insurance coverage of $100,000 to non-owned aircraft for all aircraft renters.

4. You are insured under a policy or policies of insurance provided by the undersigned Operator and providing liability coverage in the following amount: $1,000,000.00 each occurrence.

5. You are insured under a policy or policies of insurance provided by the undersigned Operator for single limit including $100,000.00 per person all Bodily Injury each occurrence.

Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions.

Having read and understood this agreement, I agree to all terms and conditions as set forth.

DATED: _____

_____
Renter's Signature

_____
Renter's Printed name

_____
Company Representative