

Learning Fundamentals, Inc.
AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 200__ by and between Learning Fundamentals, Inc. (“Learning Fundamentals”) whose address is 1130 Grove Street, San Luis Obispo, CA 93401 and

(“Pilot”) _____ whose address is _____
 (Street)
 _____,
 (City) (State) (Zip Code)

This Agreement provides information to all pilots renting aircraft from Learning Fundamentals and governs the rental of aircraft and provision of other services by Learning Fundamentals to Pilot.

In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

I. Payment. Payment is due when services are rendered. Learning Fundamentals accepts checks, Visa, and MasterCard as payment for services rendered. All checks returned for “Insufficient Funds” will incur a service charge in the amount of \$35.00 per check in addition to the cost of services rendered.

- a) **Unpaid Rental/No Show Fees/Other Balances.** The Pilot authorizes Learning Fundamentals to charge unpaid rental, no show fees, and other balances to the credit card listed in this agreement.
- b) **Block Rates.** Block rates are available at a 2.5% discount when paid in 10 hour increments by check.

II. Insurance. Current information regarding our insurance may be obtained through any Staff member of Learning Fundamentals.

a) **Aircraft.** In order to meet our insurance obligations, aircraft will require an operational check ride. Check rides must be conducted by Approved Learning Fundamentals Instructors.

b) **Damage.** The Pilot agrees to pay for any damage to the aircraft as a result of Pilot’s use of the aircraft. It is the Pilot’s sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment, which is being rented to the Pilot.

Learning Fundamentals’ insurance policy covers Learning Fundamentals for damage to an aircraft while it is being rented. The insurance company will then seek reimbursement from the Pilot in the event of damage to an aircraft.

The Pilot may also be responsible for any liability to other persons, and any costs, damages, losses, including loss of use and attorney fees arising in connection with use of an aircraft.

Renter's insurance coverage is **STRONGLY RECOMMENDED**)

III. Flight Instruction. *ONLY approved Learning Fundamentals Flight Instructors* are authorized to provide flight instruction in Learning Fundamentals aircraft. Fees and scheduling are handled by the individual instructors. Consult the web site for approved instructors and their schedules.

IV. Hold Harmless. The Pilot hereby agrees to indemnify and hold Learning Fundamentals harmless against any liabilities, claims or damages which result from/or are in connection with Pilot’s rental of an aircraft pursuant to this agreement; and the Pilot also agrees to be responsible for the payment of any damages caused to Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot’s possession and use.

V. Compliance with Regulations. The Pilot hereby agrees to comply with all Federal Aviation Regulations at all times. The Pilot further agrees that the aircraft shall only be operated in accordance with all Federal, State, and Local laws and regulations.

VI. Flight Procedures/Handling of Aircraft. Pilot agrees to comply with all procedures listed in the *Flight Procedures/Handling of Aircraft* addendum. A copy of the addendum will be kept in the aircraft to facilitate Pilot compliance.

Initials:

V. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to Learning Fundamentals Staff by e-mail or phone. Any maintenance related action required away from home base requires prior authorization from Learning Fundamentals management. Current telephone numbers and e-mail addresses are located in the aircraft.

VI. Emergencies. Pilot agrees to immediately report all accidents—major and minor, along with any names and addresses of witnesses, and involved parties. In accordance with NTSB rules, pilot will not allow the aircraft to be moved unless expressly authorized to do so by Learning Fundamentals or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities, and Learning Fundamentals, in accordance with NTSB requirements.

VII. Governing Law. This agreement shall be construed and enforced under the laws of the State of California.

VIII. Entire Agreement. This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.

IX. Amendment. This Agreement may be amended by Learning Fundamentals as required.

X. Certification. Pilot certifies that all information supplied to Learning Fundamentals is true and correct.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

Learning Fundamentals, Inc.

By: _____

(Learning Fundamentals Representative)

Pilot: _____

(Printed Name)

(Pilot Signature)

Pilot Information

Primary Phone # _____

Alternate Phone # _____

Email (for receipts) _____

Credit Card Number _____ Expires _____

Security Code _____

Billing Zip Code _____

Emergency Contact _____

Contact Phone _____

Copy Received:

Pilot Certificate _____

Medical Certificate _____

Driver's License _____

Proof of Citizenship _____

BFR Expiration Date: _____

Medical Expiration Date: _____

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Flight Procedures/Handling of Aircraft

- a) **Pre-flight Briefing.** The Pilot will obtain a pre-flight briefing covering weather, NOTAMs, and TFRs from flight service or online services prior to each flight.
- b) **Handling of Aircraft.** With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures. Any damage, unairworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to Learning Fundamentals **PRIOR TO FLIGHT**. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. Any damage found, must be reported to Learning Fundamentals immediately and prior to leaving the tie down. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to Learning Fundamentals will result in termination of flying privileges with Learning Fundamentals.
- c) **Aircraft Flight Time.** The Pilot is responsible for checking the current Hobbs time, **rounded up to the next highest tenth**, on the aircraft dispatch. Hobbs differences found prior to starting the aircraft must be immediately reported to Learning Fundamentals Staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, **rounded up to the next highest tenth**, the ending Hobbs time after shutting down the aircraft.
- d) **Master/Avionics Switches.** It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. If it becomes necessary to recharge an aircraft battery because of failure to comply with this rule, the pilot may be charged a fee equal to 1 hour of shop labor which is currently \$75.00.
- e) **Securing of Aircraft.** It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by Learning Fundamentals (tie-down ropes, gust locks, throttle locks, etc.). The Pilot may be charged a tie-down fee of \$10.00 for failure to comply with this rule.
- f) **Cleanliness.** It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged a cleaning fee of \$15.00 for failure to comply with this rule.
- g) **Food/Drinks/Smoking in Aircraft.** Food, drinks, (other than water), and smoking in the aircraft are strictly PROHIBITED. The Pilot may be charged a cleaning fee of \$25.00 for failure to comply with this rule. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.
- h) **Flight Plan and Flight Following.** Learning Fundamentals recommends that prior to any flight beyond 50 nautical miles, the Pilot should file a flight plan with FSS. All student pilots **must** file a flight plan for solo flights beyond 50 nautical miles. Flight following is recommended for all flights outside the pattern—especially solo flights in practice areas.
- i) **Weight & Balance.** Learning Fundamentals recommends that prior to all flights, the Pilot should calculate the weight & balance of the aircraft. (Learning Fundamentals provides various weight & balance forms.)
- j) **Fees at Other Airports.** The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred enroute or at the Pilot's flight destination at the time they are incurred. If not settled at that time, the Pilot will be charged a processing fee \$25.00 for failure to comply with this rule.
- k) **Unpaved Airport Landings.** Unless a pilot has received training and a sign-off with a Learning Fundamentals Approved Flight Instructor, the Pilot is **NOT ALLOWED** to conduct any "unpaved airport landings". "Unpaved Airport Landings" include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.
- l) **Flight Currency with Learning Fundamentals.** It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, **Learning Fundamentals requires flight in each type aircraft within the past 60 days**. Once a Pilot's Learning Fundamentals currency expires, the Pilot may be required to have a flight currency check ride with a Learning Fundamentals Certified Flight Instructor. If a pilot has not made **3 takeoffs and landings within the last 45 days**, they may not operate a Learning Fundamentals aircraft without a check ride from a Learning Fundamentals Approved Flight Instructor.
- m) **Pilot License & Medical Certificate.** Learning Fundamentals requires the Pilot to maintain a copy of Pilot's current Pilot License and Medical Certificate on file with Learning Fundamentals. Learning Fundamentals also requires a copy of the Pilot's valid driver's license or passport for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (*Original Birth Certificate or Valid Passport only*) be **provided to the instructor prior to any instruction** which might result in a Certificate and/or additional rating.
- n) **Night Flights.** It is the Pilot's sole responsibility to comply with all FARs concerning night currency. Pilots who are not night current may not use Learning Fundamentals aircraft at night without a night checkout from a Learning

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Fundamentals Approved Flight Instructor.

- o) Overnight Rental.** The Pilot understands that all aircraft require a minimum of 3 hours charge per day for overnight rental. **VFR Pilot rental flights are limited to 200 nm, one way, unless prior approval is received from a Learning Fundamentals staff member** or Learning Fundamentals Approved Flight Instructor. .
- p) Operations.** The Pilot will only rent aircraft in which Pilot has received a check ride and for which the Pilot's records with Learning Fundamentals indicate such check ride. Pilots are encouraged to inspect their Learning Fundamentals records periodically. **The Pilot will not conduct commercial operations including flight training in a Learning Fundamentals aircraft.** Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY, unless approved to fly right seat by a Learning Fundamentals Approved Flight Instructor. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is strictly **PROHIBITED**. Student Pilots in the solo phase of instruction must have a sign off from their instructor **FOR EACH FLIGHT** and observe all weather and wind limitations in the sign off. The Pilot will make all landings to a **FULL STOP**. Touch-and-Go landings are strictly **PROHIBITED**.
- q) Aircraft Rental/Keys.** Learning Fundamentals reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for Pilot's scheduled time. The Pilot must provide 24 hours notice of cancellation of a scheduled rental time. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact Learning Fundamentals rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is returned with the aircraft dispatch before leaving the premises. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.
- r) Aircraft Malfunctions.** If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or unairworthy for either continued flight or the planned operation (night, IFR, etc.), it will be the responsibility of Learning Fundamentals to provide an aircraft and pilot to return the Pilot and/or passengers to the San Luis Obispo Airport (KSBP). Learning Fundamentals will not be responsible for incidental travel or other expenses incurred by the Pilot. The Pilot will be responsible for charges incurred prior to the malfunction.
- s) Adverse Weather.** It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the San Luis Obispo Airport (KSBP), it is the Pilot's responsibility to remain with the aircraft until it is safe to return. Learning Fundamentals is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, Learning Fundamentals will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by Learning Fundamentals in returning the aircraft to the San Luis Obispo Airport (KSBP), in addition to the rental charges for the aircraft.
- t) Fuel.** Learning Fundamentals aircraft rent "dry". This means that all tanks are filled to the tabs prior to departure. The pilot will fill the tanks upon return using either self-serve or full-service at their discretion. There will be a \$25 surcharge, in addition to the full-service fuel price, for airplanes that are not refueled.

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