

Aircraft Rental Agreement

St. Pete Aviation Services (hereinafter "SPAS") leases to the undersigned (hereinafter "Renter") the designated "Aircraft". Renter agrees to the following terms and conditions:

General:

1. To return the aircraft at the originally scheduled time or to immediately notify SPAS if delayed.
2. To observe and follow all Federal Aviation Regulations.
3. To perform a thorough preflight inspection before flight and to fly only if the aircraft is deemed airworthy.
4. To check aircraft documents (airworthiness certificates, registration, owner's manual and weight and balance) before each flight. These documents will remain with the aircraft at all times.
5. To properly secure the aircraft after each flight by turning off the master switch, setting chocks and returning the clipboard to the SPAS counter.
6. Renter is PIC and will fly the aircraft from the left seat. He or she will be responsible for the aircraft and its operation at all times.
7. 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.
8. Renter agrees to pay SPAS the following:
 - Time charges at the posted rates until aircraft is returned to Albert Whitted Airport, St. Petersburg, Florida. Aircraft keys and hobbs tickets are located in the SPAS office. Your name must be legibly written on the ticket with the hobbs IN and hobbs OUT. Please return the clipboard to the SPAS office immediately upon completion of each flight.
 - Any instructor/ground charges as indicated by the SPAS instructor.
 - Agreed upon aircraft minimums which will be assessed regardless of hobbs time upon aircraft return. **Unless otherwise noted, 2 hour minimum for 6 hour reservation, 3 hour minimum for 24 hour reservation.**
 - Any loss or damage to the aircraft, its components, parts or equipment during the rental period not covered by insurance.
 - Aircraft deductible up to \$2000 for insurance claims regarding aircraft during renter's reservation.
 - Any parking, tie-down, or hangar charges until the aircraft is returned to SPAS.
9. Renter agrees that rented aircraft shall not be used or operated
 - By any person other than the Renter
 - In any race or speed contest
 - For any illegal purposes
 - Shall receive no instruction in the aircraft unless by an SPAS instructor – or otherwise with express permission from SPAS representative.
 - To carry passengers or property for compensation or hire.
 - Under conditions other than VFR unless instrument rated and with an IFR flight plan filed.
 - For towing objects while on the ground or in flight
10. To pay all costs and reasonable attorney's fees that SPAS may incur in the enforcement of the terms and conditions of this Aircraft Rental Agreement.

Accident/Malfunction

11. Renter agrees to immediately notify SPAS of any aircraft damage, accidents or incident to SPAS as soon as possible.
12. Renter agrees not to attempt any repairs to the aircraft or its accessories, but will telephone SPAS for instructions upon encountering mechanical malfunctions. No repair authorizations will be made to the aircraft without the express consent of an SPAS representative. Failure to receive consent will result in the Renter being responsible for the entirety of the maintenance bill.
13. Renter will pay all expenses incurred to recover an abandoned aircraft due to weather or any other cause. Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base. SPAS will not reimburse the Renter for any overtime charges, callout fees or any other after-hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimburse.
14. To pay all fines, penalties, forfeitures, court costs and other expenses for parking fees, landing fees, facility fees or any other legal violations assessed against SPAS or the aircraft or Renter will the Renter is in possession of the aircraft.

Squawk Reporting

15. Report any observed deficiency regarding the aircraft on the squawk sheet maintained at the SPAS counter.
16. Be as specific as possible and write down exactly what you observed and under what conditions.
17. If you have a squawk away from base and are uncertain of its airworthiness, call the SPAS front desk for clarification.

Scheduling

18. Scheduling will be done online at www.flightschedulepro.com. Instructions for registration are available at the SPAS front counter. If you do not have access to a computer, you may schedule by calling our front desk at 727.755.1359.
19. All cancellations must be made within 24 hours before the scheduled flight for any reason other than weather.
20. Failure to cancel aircraft in a timely manner will result in a No Show Fee of 1 hour ground instruction and 1 hour aircraft rental for any dual reservation with aircraft & instructor. A No Show Fee of 1 hour aircraft rental fee will be assessed *per day* that the aircraft is reserved for any reservations beyond a 24 hour period.

Checkouts

21. A checkout must be accomplished on each aircraft a pilot will be authorized to fly. A checkout typically has no predetermined flying time and is at the discretion of the SPAS Certified Flight Instructor conducting the checkout.
22. It is SPAS policy that all radios, systems, buttons and devices have to be fully understood before flying the aircraft. This includes GPS< alternate vacuum, autopilot, circuit breakers, emergency gear handle, etc.
23. All checkouts have to be signed by an SPAS Certified Flight Instructor and maintained in Renter's files at the front desk.
24. With regards to checkout currency, if a pilot has not flown class/type of aircraft *in a St. Pete Air* managed aircraft within 90 days of scheduled St. Pete Air reservation, the pilot will be subject to complete a proficiency check flight with an employed St. Pete Air flight instructor. St. Pete Air reserves the right to enforce proficiency checks *within 90 days* if there is just cause. St. Pete Air will determine class/type based on current fleet at the time of flight.

Documentation

25. A copy of the pilot's license will be provided to the SPAS front counter.
26. A copy of the pilot's medical certificate will be provided to the SPAS front counter.
27. A copy of the unexpired passport or birth certificate accompanied by a photo ID will be provided to the SPAS front counter.
28. A copy of the Renter's verification of last BFR date
29. A current credit card authorization will be provided to the SPAS front counter.
30. A checkout will be accomplished by an SPAS instructor and a checkout form will be maintained in the Renter's file.

Flight Conditions

31. Renter shall operate the aircraft only when the present and forecasted weather indicated VFR conditions local and en route (ceiling of at least 3,000 feet and visibility 5 miles or greater) unless Renter is instrument rated and current for IFR conditions.
32. Marginal VFR Flight
 - Exercise extreme caution when flying into marginal VFR conditions. If you do not have a current IFR certificate, you are advised to land at the closest airport with VFR conditions and wait until the weather conditions improve – contacting SPAS to extend the reservation if need be.
33. IFR Flight
 - In addition to the FAA rules, the following SPAS regulations apply for all flights under Instrument Meteorological Conditions
 - Flying IMC without a flight plan in class G is prohibited.
 - Flying a single engine aircraft into areas with a ceiling of less than 500ft AGL is only permitted when an operational alternate vacuum system is available.
 - No night IFR flight with a single engine aircraft if the reported ceiling is below 1,000 ft.

Travel Restrictions

34. Filing a flight plan for all flights is highly recommended and is mandatory for all over-water and night flights.
35. Flying must be within the continental US unless express authorization is provided by SPAS. Instructor and Renter have conducted ground instruction prior to departure.
36. All customs fees, taxes, permits, confiscation costs, penalties which occur during or after a flight outside of the US are the responsibility of the Renter. SPAS provides no credit for any of the aforementioned items. Passports must be carried by the pilot and/or passengers.
37. All flights out of the US are required to submit a flight log for the entire trip and a filed international flight plan for each leg of the trip.

Aircraft Handling

38. Tie down aircraft any time when the aircraft is not in use. For short stops, chocks may be used to secure the aircraft.
39. Always close the door to prevent unfavorable wind gusts from slamming door shut.
40. Take all personal equipment/items such as headsets, flight bags, luggage, purses, etc. as loss is not covered under SPAS insurance and will be the responsibility of the Renter at all times.
41. No SPAS aircraft is allowed to land on a soft field without prior approval of SPAS except in emergency conditions.

Fuel and Oil

42. Fueling is completed on the field by Sheltair Aviation. If you require fuel during SPAS office hours, you can contact our front desk with fueling requirements. If after hours – Sheltair phone number is indicated on the clipboard as well as the front doors.
43. If you need less than full fuel due to weight and balance limits, you must advise prior to your reservation as there will be a surcharge for defueling by SPAS representatives.
44. Use only Phillips X/C Aviation SAE 20W50 fuel when filling oil. Log any quarts of oil at the log sheet at the SPAS front desk.
45. Always turn master switch and ignition switch off when an aircraft is being fueled. Do not engage parking brake. No one is allowed inside of aircraft during fueling procedures at any time.

Off Base Fuel Reimbursement

46. All aircraft are rented “wet” from SPAS. If Renter finds it necessary to fuel during the reservation of an aircraft, you can submit your fuel receipts to info@stpeteair.org for credit or hand directly to front desk staff at SPAS. The current reimbursement rate will be located at the front desk counter and will reflect current market rates.
47. The tail number, gallons, date and customer name must be visible on the receipt. All fuel reimbursement requests must be submitted within 48 hours of reservation’s end. Failure to do so will result in loss of reimbursement.

Payment Procedures

48. Payments can be done with local checks, traveler checks, cash or credit cards (VISA, MASTERCARD, DISCOVER and AMERICAN EXPRESS).
49. Any solo or other specials which may be offered from time to time are payable in advance and non-refundable.
50. A current credit card must be retained on file. Any unpaid charges in excess of 30 days will be billed to the credit card unless previously discussed with management. Unpaid invoices beyond 30 days are subject to finance charges/late fees.
51. A late fee of 5% for each 30 days past due will be assessed on all invoices open at SPAS.
52. Any Renter who fails to pay their balance after 30 days will not be allowed to rent an aircraft from SPAS without providing an updated credit card prior to each flight.
53. Bounced checks will be handled pursuant to Florida Law and Renter/responsible party will be charged for bank fees incurred as a result.
54. Security deposits will be required for extended off base rentals, for flights outside of the USA and for life raft, GPS or any other rentals by providing a credit card authorization to the SPAS front desk.
55. Any discounts offered will only apply to future reservations and not prior invoices.

Insurance

St. Pete Aviation Services provides the rental pilot and passengers with \$1,000,000 liability insurance coverage. Renter is responsible for deductible up to \$2,000 for any damages incurred resulting in a claim being filed while the aircraft is in possession of the Renter.

Miscellaneous

56. Aircraft logbooks are located in the SPAS office. Use them only in the classroom or during a check ride with an FAA examiner during an exam. Return them immediately to the SPAS office upon completion of use. Do not transport them in the aircraft unless express permission is given by SPAS representative.
57. All enrolled students or pilots who have an account with SPAS can use the classrooms. The classroom is used for ground school, testing or video lessons. Please always take your belongings with you and tidy your space when you are finished.
58. Parking is available in the lot immediately adjacent to the SPAS office. At no time are Renter’s personal vehicles allowed to be parked inside the gate on the airfield. If a vehicle is brought onto the airfield to load personal belongings into an aircraft, it is the responsibility of the renter to ensure the vehicle is situated in a safe manner and moved immediately after loading/unloading is complete.
59. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Florida. Any legal action or proceeding with respect to this Agreement or the transaction contemplated herein shall be brought in the Courts of the State of Florida sitting in Pinellas County, Florida, and by execution and delivery of this Agreement, SPAS and Renter consent to the exclusive Jurisdiction of said Court and irrevocably waive any objection, including any objection to venue or based on the grounds of forum non conveniens. Further, Seller, Buyer and the Company agree that should any legal action or proceeding with Respect to this Agreement be brought, that the prevailing party in any such action shall be entitled to their reasonable attorneys’ fees and costs.
60. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.
61. Section/Paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States

Currency. Time is of the essence in this Agreement. This Agreement may be executed in Counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

62. This Agreement and any amendments hereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail (email) shall be treated in all manner and respects as an original Agreement or amendment and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person. At the request of any party to this Agreement, each other party hereto shall re-execute original forms of this Agreement or any amendment hereto and delivery them to all other parties.

WAIVER OF JURY TRIAL. SPAS AND RENTER, EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF FLORIDA, ANY RIGHT TO TRIAL OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO (INCLUDING SURVIVING MEMBERS OF THE PARTIES) IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THIS AGREEMENT MAY BE FILED AS A FULLY EXECUTED ORIGINAL, OR COPY OF FULLY EXECUTED AGREEMENT, OR ORIGINAL OR COPY OF COUNTERPARTS AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Renter agrees to all terms and conditions as stated in this Aircraft Rental Agreement. SPAS can rescind this agreement at any time, for any reason with or without cause.

Renter

SPAS Representative

_____ Date: _____

_____ Date: _____

Print Name

Print Name

X _____

X _____