

RAINIER FLIGHT SERVICE

RENTAL AGREEMENT

Welcome to Rainier Flight Service!

We're excited to have you train with us and become a part of the Rainier family! Before getting started, there are a few items we need you to complete. Please return the *Rental Agreement* to our team at FrontDesk@RainierFlight.com after you have filled it out along with the *Aviator's Club Enrollment* and *Auto Pay Enrollment*. You may also drop off the packet to our front desk staff in-person if you prefer.

Note: The Rainier Flight Service *Rental Agreement* must be signed and returned prior to training with us.

Rental Agreement

1. "Renter" is considered a student (and, as applicable, the parent or legal guardian of a student who is a minor) or certificated pilot in good standing and approved by Rainier Flight Service for aircraft rental operations. Rainier Flight Service, LLC (hereafter referred to as "RFS") provides Aircraft for Renter use.
2. Renter is current as defined in Federal Aviation Regulations for the type of flight to be undertaken. Unless otherwise authorized by RFS, Renter shall not commence a flight unless Renter has flown at least one (1) flight within the preceding 360 days in the make/model Aircraft. Renter agrees to attend a Rainier Flight Safety Meeting within preceding 6 months of flight. Currency may be obtained through dual instruction at normal rates.
3. The Renter is considered the Pilot in Command and will be responsible for the Aircraft at all times unless accompanied by an approved flight instructor. Renter acknowledges familiarity with the Aircraft and its subsystems.
4. Renters who join the Aviator's Club agree to pay a \$100 initiation fee and \$30 monthly club dues. Dues are automatically applied to the account balance on the 1st of the month. Requests to join or discontinue club membership must be made in writing. Terminating the club and rejoining later is subject to a new initiation fee. Club members shall pay for use of the Aircraft at the current rates as listed on the website. Non-club members pay no monthly dues and \$10/hr. more than the listed rates. All charges are measured by the Hobbs Meter.
5. As the credit card holder, I authorize Rainier Flight Service, LLC to charge the credit card for future purchases approved by me verbally or in writing. At the end of each month I authorize Rainier Flight Service, LLC to charge the card for any negative balance on account. Rainier Flight Service will impose a finance charge on any negative balance that exists at the beginning of each monthly invoice cycle at an annual rate of 15%. Returned checks will be charged a \$35 handling fee.



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6. Renter is responsible for complying with the rental restrictions specific to each aircraft as indicated on the website. No-shows and/or cancellations within 24 hours of reservation are charged ½ of the scheduled aircraft time and if an instructor is scheduled, the entire scheduled instructor time. Exceptions are made for safety of flight reasons including weather, airworthiness, etc.
7. Renter will comply with all applicable Federal, State, and local laws, regulations, and ordinances governing possession and use of Aircraft.
8. Renter will properly secure Aircraft when not in use. All parking, tie-down, and hangar rental fees, landing or pre-heat fees at other Airports will be at Renter's expense. Renter is responsible at all times for fuel and oil quantities in the Aircraft. If Renter purchases fuel at any other location, Renter will provide the receipt to an RFS manager for a credit to the Renter's account.
9. Renter agrees that said Aircraft shall not be used or operated (a) in any race, speed test or contest (b) for transportation of persons or property for hire (c) to tow an object (d) for any illegal purpose (e) by any person other than Renter who signed the Agreement or (f) outside the United States, unless prior approval is given.
10. The Aircraft will be returned by the Renter in the same condition as renter receives it, subject to ordinary wear and tear.
11. Renter shall be responsible for property damage sustained by the Aircraft (outside of ordinary wear and tear), regardless of cause, and may also be responsible for any liability to other persons, and any costs, damages, or losses arising in connection with Renter's use of the Aircraft. Without limiting the foregoing, Renter shall be responsible for damage to Aircraft tires caused by pilot error, including damage caused by inappropriate braking technique, as such damage and cause may be determined by RFS in its sole discretion.
12. Renter is strongly encouraged to obtain renter's insurance coverage (non-owned insurance) from a licensed insurance carrier to help cover any damage to Aircraft, property or persons.
13. Renter, individually and on behalf of his or her estate, shall indemnify and hold RFS harmless from all liabilities for personal injuries (including death) and property damage arising out of or during Renter's possession and use of the Aircraft. Renter shall also hold RFS harmless from any parking or operation citations issued by governmental authorities because of Renter's possession and use of Aircraft.
14. Renter agrees not to tamper with, molest, or attempt to repair any part of the Aircraft, or its accessories, but will contact telephone RFS for instructions. Any



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maintenance items that could interfere the safety of a flight, and discrepancies found, must be immediately reported to RFS using the Sky Manager system.

15. All Aircraft Rental fees and/or Instructor's fees are payable at time of service unless other arrangements have been made with Rainier Flight Service, LLC. Fees for flights returning after hours of operation are due the next day of operation.
16. Renter shall comply with all policies and procedures of RFS as may be communicated to Renter and as may be amended by RFS from time to time. Renter acknowledges reviewing RFS's current Flight Operations Manual as of the date indicated below.
17. Renter agrees that in the event suit is instituted by RFS to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum or sums of money, damages or costs, the Renter agrees to pay all costs and reasonable attorney fees incurred by RFS in such suit or suits.
18. This Rental Agreement shall be construed according to the laws of the State of Washington, without regard to conflict of law principles.
19. This Rental Agreement supersedes any prior negotiation and agreements between the parties regarding the issues addressed herein and constitutes the entire agreement of the parties.

Printed Name: _____

Signature: _____ **Date:** _____

