

AIRCRAFT RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, Duluth Flying Club, LLC, hereinafter referred to as "Club," hereby rents to the undersigned individual renter ("Renter") any Club aircraft ("Aircraft") at the then currently hourly rate for that Aircraft.

- A.
 - (1) Prior to each flight, Renter shall inspect the Aircraft and confirm it to be in good mechanical and airworthy condition, and with an appropriate amount of fuel on board for each flight.
 - (2) Renter agrees to return the Aircraft at the scheduled time, weather permitting.
 - (3) Renter agrees to properly secure Aircraft after each flight.

- B. Renter expressly acknowledges personal liability to pay Club the following charges:
 - (1) Service and time charges computed at the Hourly Rate and including all applicable fees and taxes until Aircraft is returned to Club;
 - (2) Any loss or damage, excluding routine repair and maintenance resulting from normal use, to the Aircraft, its components, parts or equipment during the Rental Period; and
 - (3) The cost of any fuel, deicing fluid, parking, tie-down, or hangar charges and any other operating costs related to use, movement and operation of the Aircraft by Renter until the Aircraft is returned to Club.

- C. Renter agrees to call Club for instructions upon encountering mechanical malfunctions and agrees not to attempt to or authorize anyone else to repair any parts of the Aircraft or its accessories.

- D. If the Aircraft is abandoned away from Duluth International Airport ("Airport"), Renter shall be charged pilot expenses plus flight time at the applicable instructor rate to return the Aircraft to Airport.

- E. Renter agrees to report any Aircraft damage, accident, or incident to the Club as soon as practical.

- F. Renter agrees that the Aircraft shall only be used in accordance with the provisions of 14 C.F.R. Part 91 and shall not be used or operated for any of the following:
 - (1) For any illegal purposes;
 - (2) In any race, speed test, or contest;
 - (3) By any person other than the Renter who signed this Agreement;
 - (4) Outside the limits of the continental United States and Canada;
 - (5) To carry passengers or property for compensation or hire; and
 - (6) For any flight for which the Renter is not properly rated or certified.

- G. Renter agrees to pay for all fuel used during the Rental Period. The Aircraft shall be filled with fuel to the tabs in each fuel tank or to some other quantity specified by Club on the first day of the Rental Period. Renter shall return the Aircraft on the last day of the Rental Period with the fuel tanks filled to the same level. If the fuel level is less than specified, Club shall add the shortfall and Renter shall be charged for that fuel at the Monaco Air Duluth self-serve fuel price

on the last day of Rental Period. Renter shall not be reimbursed for any additional fuel in the fuel tanks when the Aircraft is returned without Club's prior approval.

- H. Renter agrees to pay for all deicing fluid used during the Rental Period. Renter shall inform Club at the end of the Rental Period if the deicing fluid reservoir(s) are not completely full. The Renter shall be charged Monaco Air Duluth's prevailing rate for the deicing fluid required to fill the reservoir(s) to full capacity.
- I. Club agrees to pay for all oil used during the Rental Period. Renter shall receive a credit upon providing a receipt for any oil purchased by Renter during the Rental Period.
- J. Renter agrees to reimburse Club for all fees and expenses incurred by Club to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney's fees incurred by Club while conducting such activities.
- K. Renter agrees to follow the Flight Operations Safety Rules (Appendix A), Transient Maintenance Policies (Appendix B), Insurance Provisions (Appendix C), and all other policies and procedures Club provides to Renter.
- L. Renter agrees, at Renter's expense, to protect and defend the title of Aircraft and keep it free of all claims and liens created by or arising through Renter's possession and use of the Aircraft.
- M. Renter agrees to indemnify, save and hold harmless Club from and against any and all claims, demands, suits, damages, fines, penalties, liabilities, losses, actions or causes of action of any nature whatsoever in connection with this Agreement, including any and all reasonable attorney's fees, costs and expenses incidental and related thereto, except to the extent such claims are caused by the gross negligence or willful misconduct of Club.
- N. Renter agrees to pay the Club a minimum of two (2) hours of flight time per day when Aircraft is rented overnight.

I HAVE READ AND I UNDERSTAND THE ABOVE CONVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT.

Signature

Date: _____

Printed Name

Address

City, State and ZIP Code

Phone Number

Email Address

APPENDIX A

FLIGHT OPERATIONS SAFETY RULES

1. Pilot Certificate: Renter must hold a valid and current student pilot or pilot certificate with appropriate ratings.
2. Currency: Renter must possess evidence of current medical compliance as required by the FAA and meet all currency requirements for all flights during the Rental Period. Renter must successfully complete Aircraft checkout training by a Club approved flight instructor prior to operating the Aircraft without being accompanied by a Club approved flight instructor. To ensure ongoing flight currency in a Club aircraft, renters must successfully complete recurrent Aircraft checkout training by a Club approved flight instructor if they haven't rented a Club aircraft within the last six (6) months.
3. Preflight: Renter shall conduct a preflight inspection of the Aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's recommended pre-takeoff, takeoff, cruise, pre-landing, landing, and other checklists and operate the Aircraft in accordance with the Aircraft's Pilot Operating Handbook.
4. Weather: Renter shall plan to operate the Aircraft only when the present and forecasted weather indicates VFR conditions local and en route, unless Aircraft is IFR equipped and (a) Renter is instrument rated and current for IFR flight or (b) Renter is accompanied by a Club approved flight instructor.
5. Take-off and Landing Areas: All take-offs and landings shall be on active paved runways of no less than 2,500 feet in length located at an airport shown on the current U.S. sectional charts unless the pilot in command has declared an emergency.
6. Pilot Condition: 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 or when Renter is physically or mentally in a condition unsafe for flight.
7. Fueling Operations: All fueling operations shall be made at facilities authorized to dispense fuel in accordance with all applicable governmental rules and regulations. Fueling of the Aircraft may be performed by either the facilities' personnel or at self-service fueling stations at such facilities.
8. Aircraft Parked at Other Airports: When the Aircraft is left unattended away from the Airport, the Aircraft must be secured in a fashion appropriate to the circumstances and conditions (e.g. at a minimum with wheels blocked, and if left overnight, then tied down or stored in a hangar).
9. Rules and Regulations: The Renter shall comply with all Club policies and procedures and with all airport, local, state, and federal laws, rules, and regulations.

APPENDIX B

TRANSIENT MAINTENANCE POLICY

The following policies regarding reimbursement for repairs while the Aircraft is away from Airport shall apply when mechanical breakdowns or malfunctions occur.

1. In the event of a breakdown or malfunction, notify Club of the problem as soon as practical.
2. Do not authorize any repairs to be made to the Aircraft without clearance from Club's representative. Failure to do so could result in the Renter being responsible for payment for any repairs.
3. Club shall not reimburse the Renter for any overtime charges, call-out fees, or any other after hours charges by a 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. shall not be reimbursed.
4. All repairs shall be made by properly certificated personnel at properly certificated facilities.

APPENDIX C

INSURANCE PROVISIONS

1. Renter is insured under insurance policies to a maximum limit of \$1,000,000 provided by the Club which includes coverage for aircraft liability, bodily injury, and property damage. Renter may be held responsible for the deductible portion of the insurance coverage which is \$1,000 when the aircraft is not in motion and \$10,000 when the aircraft is in motion.
2. AIRCRAFT PHYSICAL DAMAGE INSURANCE IN FAVOR OF THE RENTER IS NOT MAINTAINED. Renter expressly acknowledges that the Club is an “insured” and the Renter is not an “insured” for any damage to the Aircraft under any insurance policy in the name of or for the benefit of the Club. Renter is personally responsible for any and all damages to the Aircraft that occur during the Rental Period resulting from Renter gross negligence, fraud, dishonesty, or willful misconduct.
3. Renters should consider purchasing an “Aircraft Renters Insurance Policy” from an independent insurance company to provide liability coverage for bodily injury and property damage not included in Club’s insurance policies, and to provide Renter legal defense coverage in situations where Renter may be found to be negligent or responsible for damages.

Renter's Acknowledgement