

Rental Agreement for Students & Renters

I, (print) _____, agree to the following conditions of this rental agreement between Springs Aviation and myself.

Student/Renter shall operate all aircraft in accordance with Federal Aviation Regulations (FARs), Federal, State and Local Laws, and the Standard Operating Procedures of Springs Aviation.

Student/Renter shall operate aircraft ONLY when they possess a current and appropriate Pilot Certificate and a current and appropriate Medical Certificate.

Student/Renter shall receive and document an aircraft checkout through the scheduling software before operating any aircraft owned and/or operated by Springs Aviation. Exceptions can only be made after permission from Springs Aviation Operations staff.

Student/Renter shall perform a complete and thorough preflight inspection of any aircraft that they will be operating. Student/Renter shall document and report any damage or discrepancies found before, during, and after their flight. Student/Renter understands that any damage noted AFTER their rental period and prior to operation by another Student/Renter shall be considered the responsibility and liability of the last Student/Renter.

The Student/Renter is financially responsible for all damages that occur due to their own negligence, including but not limited to \$40,000.00 to cover expenses. **The Student/Renter is required to obtain Student/Renter insurance to cover any damages that may occur and provide Springs Aviation with a copy of proof of coverage for files. Student/Renter is responsible to send a current copy of said proof of insurance as policy is renewed. Student/Renter may be required to obtain higher insurance coverages for flying more expensive aircraft at Springs Aviation as identified by Springs Aviation Operating Procedures. Any Student/Renter with insurance already purchased and on account with Springs Aviation is grandfathered into this new rate until their old policy expires.**

Student/Renter shall not operate any aircraft for commercial purposes or for hire.

Student/Renter shall not use tobacco, alcohol, and/or drugs in any form while operating aircraft.

Student/Renter shall under no circumstances use marijuana at any time. Springs Aviation has a right to drug test Student/Renter upon suspicion of use and/or intoxication of drugs and/or alcohol or at drug test at random. Cost of the test is the responsibility of the Student/Renter. If Student/Renter fails to consent to the test, then Springs Aviation may terminate the Student/Renter's privilege to utilize our resources.

Student/Renter shall LAND the aircraft with standard required minimum fuel (at cruise power) on board. Student/Renter shall not make any landing on other than hard surfaced runways except in an emergency, for training purposes with a Springs Aviation instructor on board, or if weather and/or airport conditions demand landing on other than a hard surface as the safest option.

Student/Renter shall not allow any other person not approved by Springs Aviation to operate the aircraft under any circumstance.

Student/Renter shall not perform any aerobatic maneuvers at any time. This includes but is not limited to intentional spins.

Student/Renter shall complete a flight itinerary and file an FAA flight plan before departing on any cross-country trip of more than 50 nautical miles or obtain flight following while enroute. Students must receive the proper cross-country endorsement(s) from their instructor and inform their instructor before and after their cross-country flight. Student/Renter shall complete all preflight planning actions as identified in FAR §91.103 for ALL flights.

Student/Renter shall obtain necessary weather briefings before operating any aircraft. Student/Renter shall adhere to the following weather restrictions unless Student/Renter have been held to even stricter limitations by their instructor:

- Do not fly over 30 knot headwind component.

- Do not fly over 15 knot crosswind component.

- Do not fly when Density Altitude is over 10,000.

- Do not fly VFR when ceilings are less than 1,500 feet AGL and less than 3sm visibility.

Student/Renter cannot operate aircraft under the above conditions that are current or forecasted unless with a Springs Aviation instructor on board or with lead-instructor written approval.

Student/Renter shall not fly into IFR conditions unless the Student/Renter and aircraft are properly IFR rated and current, and only after all aircraft/equipment checks have been performed before the flight begins and a flight plan has been properly filed and adhered to.

Student/Renter shall properly secure aircraft when not parked inside a hangar. This includes but is not limited to proper tie-downs and installing the gust lock(s). Student/Renter is not allowed to move aircraft in the hangar or operate the hangar door without explicit training and written permission from the Owner, Operations Manager, Lead CFI, or Director of Maintenance of Springs Aviation. Student/Renter is not permitted to give our door codes to anyone or use their own access to provide access to other individual(s).

Student/Renter shall not perform or authorize any maintenance without prior permission from Springs Aviation maintenance or management staff.

Student/Renter understands that flying has inherent hazards associated with it and Student/Renter agrees to relieve Springs Aviation, its owners, operators, employees, and affiliates of any and all responsibilities that result in injury, death, property damage, or other matters that should arise while Student/Renter is operating the aircraft.

Payment is due upon receipt of all services and rentals. If account is not current, this may result in being unable to use scheduling software. Springs Aviation does not allow Student/Renter to hold an account in the negative. In case of non-payment, Student/Renter may be liable for overdue interest payments. In case of non-payment, Student/Renter shall be liable for all reasonable attorney fees and collection fees as necessary for recovery. Student/Renter is responsible to give Springs Aviation updated billing information.

A \$25 returned check fee and any bank fees shall be assessed to Student/Renter for any returned check(s).

Student/Renter must give **24-hour notice** to flight instructor to cancel instructional lesson(s). If insufficient notice and/or reason is given, Student/Renter may be charged \$50.00 per hour for the flight instructor's time booked on the scheduling software. If cancellation becomes a recurring issue, Student/Renter may be subject to additional fees.

Student/Renter must give **24-hour notice** of cancellation of their scheduled aircraft. If insufficient notice and/or reason is given, Student/Renter may be charged 50% of the rate of the aircraft per hour for the time booked on the scheduling software. If cancellation becomes a recurring issue, Student/Renter may be subject to additional fees.

All-day and overnight flights require Student/Renter to adhere to an additional "Extended Flight Rental Agreement" requiring acknowledgement by Student/Renter. For a single day flight appointment, if Student/Renter books an aircraft equal to or in excess of six hours Springs Aviation may charge up to ½ of the time the aircraft was scheduled. (Example, if you schedule the plane for six hours and only fly two hours, Springs Aviation may charge for a total of three flight hours at the hourly rate of the aircraft. However, if the Student/Renter flies three or more hours within that six-hour appointment there is no additional charge).

Failure to adhere to this rental agreement, negligent operation of aircraft, and/or unprofessional behavior permits Springs Aviation the disciplinary action to include, but not limited to suspension of flight privileges, financial restitution to Springs Aviation, and more stringent oversight.

If any portion of this agreement becomes invalid, all other portions shall remain in effect.

Any unresolved disputes arising from this Agreement shall be resolved in the courts of the State of Colorado.

My signature attests that I have read and understand this rental agreement in its entirety, and I will abide by this agreement as written.

Print Name	Signature	Date
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<i>(if under 18 years) Parent/Guardian Name</i>	<i>Signature</i>	<i>Date</i>
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