



AIRCRAFT RENTAL RULES, REGULATIONS, AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (“Agreement”) is made this ____ day of _____,

20__ by and between Myrtle Beach Academy of Aviation (“MBAA”) whose address is 3340 Huger St.

Myrtle Beach, SC 29577 and (“Pilot”) _____ whose address is

(Street)

_____, _____,

(City) (State) (Zip Code) (Phone)

WITNESS THAT:

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

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

I. Purpose. The purpose of this organization (the Academy), is to provide a professional, well-organized, well operated flying school who’s primary purpose is training with, a secondary capacity of aircraft rental.

- a) For purposes of this agreement, all references to student are assumed to be “the Renter”.
- b) All new renters will be required to accomplish a checkout with an Academy instructor.
- c) Any Renter may be dismissed, fined or placed on inactive (grounded) status for the following reasons:
 - 1) **Uses, operates or maintains aircraft or equipment in a manner deemed irresponsible, hazardous or unlawful whether motionless, while taxiing or in the air.**
 - 2) **Acts or behaves in a manner detrimental, harmful or disruptive to the Academy’s existence, operations, efficiency, SAFETY or morale.**
 - 3) **Fails to remain in good financial standing, with a current credit card on file with available credit enough to cover any equipment/services rendered.**

II. Payment. Payment is due when services are rendered. MBAA accepts cash, checks, Visa, MasterCard, American Express, Discover, Multiservice, Av fuel, and Av card as payment for services rendered. Payment for rental or services are due upon receipt and will be billed as soon as practical thereafter. All past due accounts, due to an un-debit able Credit Card on file (for whatever reason) will incur a finance charge in the amount of 1.75% of the balance due per month (21 percent per annum). 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 MBAA to charge unpaid rental, no show fees, damages and other balances to the credit card listed in this agreement.
- b) **Past Due Account.** Pilot’s account must be paid current to maintain flying privileges with MBAA. An account past due 90 days or more will result in collection action being taken. The Pilot is responsible for attorney fees, court fees, and all other costs arising from any collection action.
- c) **Credit Card .** It is the renter’s responsibility to ensure that a current card with available credit to cover, be on file with the Academy at all times.

III. Damage to Aircraft. Current information regarding our insurance may be obtained through any Staff member of MBAA.

Any student/renter using Academy aircraft is responsible for damage to that aircraft until determination of

Responsibility is made. Determination of responsibility will be decided by investigation of the FAA, NTSB, insurance company, and/or Academy representative. If the member is found at fault, he or she will pay full costs. (Full costs refers to aircraft value, deductible insurance if applicable, and/or any fees and costs associated with returning the aircraft to KMYR). If the equipment or airplane is found to be covered by insurance or to be at fault beyond the control of the student or renter, only the deductible will be paid by the student/renter and the balance of costs shall become the responsibility of the Academy/Insurance.

IV. Maintenance. Academy aircraft are maintained by, or under supervision of, properly certified mechanics and in accordance with FAA Regulations. Renters are responsible for and required to write up any and all items and issues found as discrepancies in the aircraft log, and in the computer dispatch system. All renters are required to bring oil back up to “flight ready minimum” and to clean windshield and leading edges of wings, struts and stabs free of debris and bugs.

V. Flight Regulations.

- All members/pilots/students/renters must remain aware of and abide by all FAA and Academy rules, regulations and currencies.
- **Signature of this agreement signifies understanding of and compliance with all rules, regulations and currencies.**
- Renters, by signing this agreement, acknowledge and agree to comply with the separate MBAA “Operations Manual” which governs, in detail, the operations of all Academy aircraft for renters and students in training.
- Any pilot who has not flown an Academy aircraft in the last 90 days must have a currency check flight with an Academy flight instructor before flying aircraft on his or her own.
- **No student pilot will fly Academy aircraft in solo flight when the reported surface winds are 15 knots or greater. (This refers to straight winds – Regardless of direction/ crosswinds.**
- Any condition, exclusion or limitation placed on the use of aircraft or upon Academy members by insurance coverage will be an automatic regulation.
- No Academy aircraft shall be operated for any commercial purpose except for flight instruction given to renters/students by an Academy instructor, unless specifically approved by management.
- No Academy aircraft shall be hand-propped by a renter.
- Aircraft are limited to flight within the contiguous United States (CONUS) unless prior arrangement with management has been secured.
- Each member shall be required to record the reading of the appropriate recording meters before flight and again after termination of the flight, rounding up to the next nearest 10th if it is even barely showing, as they will automatically be charged for the next tenth regardless.

VI. Scheduling. MBAA makes no guarantee that aircraft will always be available as scheduled, due to unforeseen circumstances.

- Any aircraft reserved but not flown within thirty minutes after start of the reservation time may be taken by another renter provided all due effort is made to contact the original reserving person. The member taking the aircraft must enter a back-up reservation on the scheduling system providing a contact number.
- Any renter who is unable to return to KMYR within a half hour after published end of their reservation, shall notify an academy instructor and if no contact is made, leave a voicemail on the MBAA phone system **AND** leave an email at the Academy’s address.
- Any renter who reserves an aircraft, does not use it and fails to cancel reservation shall be billed for an hour of aircraft time and instructor, if scheduled.

VII. Miscellaneous.

- Renters using aircraft for cross-country and vacation flights shall be responsible for safely securing, tie down or hangaring of aircraft and all fees associated with the same. No aircraft will be left unattended without being tied down or hangared.
- Renter agrees to immediately report to Academy management/instructor any and all damage (no matter how small/insignificant) or accidents to aircraft.
- Renters will fly aircraft only after it has been properly inspected and determined to be airworthy by the renting pilot. Any aircraft “squawked” for reasons of safety or airworthiness should be grounded by contacting an Academy maintenance professional or instructor and tagged by placing a note on yolk and or pilot’s seat and secured by seatbelt.
- In no case is it allowable to start/run an engine or taxi over gravel surfaces, including the sides of pavement in front of school hangar.
- Unless by prior arrangement with an Academy instructor or management, all rentals are from home base airport and return. Any renter abandoning an aircraft elsewhere is liable for all costs associated with retrieval.

_____ Date _____

Signature

****Agreement not complete without applicant pilot/certificate information and signature page attached****