



THE RENTER PILOT UNDERSTANDS AND AGREES TO COMPLY WITH THE FOLLOWING:

RENTAL TERMS

- I agree to pay the posted and prevailing rental rates for the aircraft being rented, including any fuel surcharges or other operating charge(s), which from time to time may be assessed. All landing entry fees, tie-down, and hangar fees incurred while the aircraft is in my care, custody or control is my responsibility. Leighnor Aircraft LLC will pay all fuel and oil bills incurred for said aircraft directly via equivalent rental deduction or by reimbursement.
- I agree to pay for the use of the aircraft after each flight.
- I will return the aircraft to Leighnor Aircraft LLC at the scheduled date and time to avoid inconvenience to other renters. In the event of a weather-related or mechanical delay, I will notify Leighnor Aircraft LLC as soon as possible of my intentions.
- In the event the aircraft must be left at another airport due to weather or mechanical delay, it will be my responsibility to coordinate arrangements with Leighnor Aircraft LLC prior to returning the aircraft to Ernest Love Field. The cost to reposition the aircraft may be charged to the renter.
- I will be charged a daily minimum of 3 hours flight time for all overnight or multi-day rentals unless other arrangements have been made with Leighnor Aircraft LLC prior to the flight.
- I will observe all Federal, State, and local air safety regulations.
- I will possess valid pilot and medical certificates for each flight conducted and meet all Federal Air Regulations concerning currency.
- I will comply with posted rules concerning required flight time in various makes and models of aircraft.
- I will not carry passengers unless I have at least 3 takeoff and landings in the past 90 days in the category and class/type of aircraft being rented (FAR 61.57).
- I will use the rented aircraft only for personal business or pleasure and will not conduct commercial operations. I understand that flight instruction may only be given by instructors authorized by Leighnor Aircraft LLC and scheduled through Flight Schedule Pro.
- I will permit no other person to fly the rented aircraft.



- **CANCELLATIONS:** Cancellations not related to weather, aircraft availability or personal emergencies may, at the sole discretion of Leighnor Aircraft LLC, be subject to the following cancellation charge:
 - Cancellations made 4 or more hours in advance will not receive a penalty.
 - Cancellations made 4 or less hours before the scheduled time will be charged a \$25 penalty. If the aircraft was scheduled out for more than one day, the penalty will be \$25 per scheduled day.
 - No shows will be charged at penalty of 50% of the hourly rate of the aircraft scheduled for the number of scheduled hours.

Cancellations must be made via Flight Schedule Pro; the time stamp of which will be used as the recorded official cancellation time. Cancellation penalties will be charged immediately to your account on your credit card. Abuse of Flight Schedule Pro resulting in frequent cancellations, even outside of the time range that would generate penalties, may disqualify the pilot from further scheduling privileges.

Leighnor Aircraft LLC reserves the right to reschedule and rent out previously reserved aircraft if the previously reserved aircraft has not been checked out, and the customer has not notified Leighnor Aircraft LLC of being late within 15 minutes of the scheduled reserved time. If Leighnor Aircraft LLC does reschedule the aircraft, no cancellation fee will apply.

- **MINIMUM RENTAL TIMES:** Unless delayed by weather or aircraft availability, aircraft scheduled for over twelve-hour blocks, or overnight, will be billed a minimum of 3 hours per day. Aircraft scheduled for 3-hour blocks and local flight are subject to a 2-hour minimum rental.
- **PAYMENT TERMS:** Renter agrees to pay all rentals upon the completion of the flight either by check or credit card. A \$35.00 fee will be assessed on all returned checks. For hourly rentals at normal rate, Renter agrees to maintain a valid credit card number in the Flight Schedule Pro system. Renter authorizes Leighnor Aircraft LLC, at its sole discretion, to charge this card for unpaid flight time or other expenses incurred. If a renter does choose not to maintain a credit card on file, all rental time must be purchased via money on account.



- **MONEY ON ACCOUNT:** A renter may also put money on account and get a credit for specific amounts of money added to the renter’s online Flight Schedule Pro account. Money on account must be used if a renter does not maintain a valid credit card on file. Unused money on account may be refunded, at Leighnor Aircraft LLC’s sole discretion, but subject to the following administrative fees:

<u>Since time of purchase</u>	<u>Percent Refunded</u>
Less than 6 months	100%
Over 6 months, but less than 12 months	50%
Over 12 months	0%

When a renter purchases pre-selected money on account amounts (\$500, \$1000, \$1500, \$2500, \$5000 and \$7500), Leighnor Aircraft provides a credit to the account for purchasing these pre-selected deposits. The credit provided is non-refundable in all cases and in the event the renter requests a refund, the credit will be backed out of the renter’s online account and the remaining funds in the account will be refunded.

- **Wings Above Yavapai (W-A-Y):** A Renter may join our membership program, Wings Above Yavapai. W-A-Y has monthly dues that are automatically charged to the credit card on file at the time of joining and monthly thereafter. Dues are currently \$34.95 plus applicable sales taxes per month and may be adjusted at Leighnor Aircraft LLC’s sole discretion.

Membership in Wings Above Yavapai confers the following benefits:

- A special W-A-Y rate on all rental aircraft that is lower than the standard hourly rate.
- W-A-Y members can put money on account and accrue further savings due to the credits given for money on account.
- W-A-Y members are not subject to paying the insurance deductible in the event of any aircraft accidents.

PRE-FLIGHT OPERATIONS

- I will schedule all flights through a designated agent of Leighnor Aircraft LLC or Flight Schedule Pro if authorized to do so. All rental flights must be signed in and out through Flight Schedule Pro. I will enter the Hobbs meter and Tach times for the end of each flight in Flight Schedule Pro. In the event Flight Schedule Pro is unavailable or start times in Flight Schedule Pro are incorrect, there is a sheet in the aircraft book to enter start and end times.
- I will obtain up-to-date weather reports and forecasts immediately prior to departure and will not fly when ceilings are forecast to be less than 1,000 feet and/or visibility below five (5) miles. IMC (Instrument Meteorological Conditions) flight is not permitted in LSA aircraft.
- I will not land on airports of 2,000 feet or less without prior approval by a Leighnor Aircraft LLC approved Flight Instructor.



- Operations at the following airports require a flight instructor checkout and an airport checkout document logged in Flight Schedule Pro prior to solo pilot operations:
 - i. Sedona, AZ - KSEZ
- I will inspect and make a ground check of the aircraft, its equipment, and accessories before takeoff and will not accept the rented aircraft until I am satisfied with its airworthiness (including required inspections and documentation) and the proper functioning of its equipment and accessories (per the airplane's owner's manual).
- I will check all three (3) tires for worn spots, i.e., cord showing (by moving the airplane so the tires make one complete rotation) and to make sure no bird nests are in the cowling.

FLIGHT OPERATIONS

- I will observe all Federal, State and local air safety regulations. I will not taxi on non-approved areas at Ernest Love Field Airport, or operate the aircraft on grass or unimproved (non-paved) runways.
- I will not taxi or takeoff in Leighnor Aircraft LLC Rental Aircraft when the surface winds or gusts are given or forecast to be 25 knots or more, or with a crosswind component greater than 12 knots.
- I will land only at FAA designated airports, except in case of an emergency. I will use current navigation charts and check the Aircraft Facility Directory for all information regarding airports of intended landings.
- I will fly at least 500 feet above the ground (1,000 feet above the highest obstacle over congested areas within 2,000 feet of the aircraft), except for takeoff and landings. (FAR 91.119)
- I will document any inoperative components or problems that could compromise safety by entering a squawk in Flight Schedule Pro when the aircraft is returned to Leighnor Aircraft LLC.

AIRCRAFT DAMAGE AND REPAIR

- I will report all accidents or incidents, major or minor, to Leighnor Aircraft as soon as possible, including names and addresses of witnesses and involved parties (including passengers). In the event of an accident, I will not move the aircraft until specifically authorized by Leighnor Aircraft LLC and, if required, the FAA or the NTSB.
- In the event of an equipment malfunction, I will not tamper with, modify or attempt to repair any components on the aircraft, but will contact Leighnor Aircraft LLC for instructions



on what should be done.

- Charges to reposition the aircraft to Ernest Love Field may be charged to the renter at the sole discretion of Leighnor Aircraft LLC. Other off airport charges may also apply, such as storage.
- If mechanical failure is caused by failure of the renter pilot to follow proper procedure, repair expenses may be charged to the renter at the sole discretion of Leighnor Aircraft LLC.

AIRCRAFT INSURANCE

- I understand Leighnor Aircraft LLCs' insurance carrier provides aircraft liability limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage. If I am a student pilot, I must be under the direct supervision of an authorized Leighnor Aircraft LLC Flight Instructor and comply with logbook endorsements and specified limitations for each flight. I understand the aircraft hull damage deductible is \$2,500 in-motion and \$500 not in-motion.
- It is assumed that I either have Renters Insurance or chose to take the risk and pay any deductibles as described above. Leighnor Aircraft LLC strongly encourages all renter pilots to have Renters Insurance to protect themselves but does not require Renters Insurance to rent aircraft.
- I understand that, in the case of damage to the airplane while I have it rented, I will pay the insurance deductibles in place at the time the damage occurs. The amount of the current deductible will be posted on the Leighnor Aircraft web site. In no case, however, will failure by Leighnor Aircraft LLC to change the amount posted on the web site, relieve me of my responsibility towards the current deductible.
- I further understand, in case of my negligence or recklessness, that Leighnor Aircraft LLC and/or its insurance carrier may make claim against me for damage to the aircraft that exceeds the deductibles.

AGREEMENT EXPIRATION OR CHANGE

- I understand that this agreement may be withdrawn at any time, and automatically renews for a 1-year period unless terminated by either party with a 30-day written notice.
- The **RENTAL AGREEMENT** may be updated at Leighnor Aircraft LLC's sole discretion from time to time. The latest version of this agreement will be posted on Leighnor Aircraft LLC's web site and any changes in terms are binding upon publication. Leighnor Aircraft LLC will also email the new agreement to all pilot's email address on file in the event of any changes.