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# Santa Monica Flyers

## AIRCRAFT RENTAL AGREEMENT

We are pleased that you have chosen to fly with us! Before you can rent or train in one of our aircraft you need to fill out this form and sign our rental agreement, fill it out completely and sign it. It is important that you complete all of the information.

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### SECTION I: PERSONAL INFORMATION AND CONTACT DATA

Name (*Last, MI, First*) \_\_\_\_\_

**NOTE:** You must enter your name above EXACTLY as it appears on official government issued IDs such as your passport, birth certificate

Address		City, State, Postal Code	
Country		Cell Phone	
Home Phone		Drivers License #	
Work Phone		Drivers License State/Country/Country	
Email Address			
Emergency Contact Name		Emergency Contact Phone Number	
Height in Inches	Weight in pounds	Hair Color	Eye Color
Gender: Male / Female		Date of Birth (mm/dd/yyyy)	

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### SECTION II: SECURITY AND PRIVACY

Country of citizenship \_\_\_\_\_ Passport # \_\_\_\_\_

**\*\*\*\*IMPORTANT\*\*\*\* (US citizens will be required to show proof of citizenship before instruction or rental. Non US citizens are required to obtain the proper TSA security clearance(s) with a "Permission to Initiate Training" status prior to starting a flight training course.**

Proof of Citizenship (US citizens only): Passport (unexpired) \_\_\_\_\_

**Non US citizens must obtain a TSA category III security clearance prior to starting any flight training.**

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**SECTION III: AERONAUTICAL EXPERIENCE DATA**

RECORD OF PILOT TIME (if applicable)							
	Total	Instruction Received	Solo	PIC	Cross-Country	Instrument	Night
Airplanes							
Other							

**SECTION VI: ENGLISH PROFICIENCY STATEMENT**

I \_\_\_\_\_ understand that the Federal Aviation Administration (FAA) requires that all pilot applicants be able to read, write, speak and understand the English language and that my English language skills must meet or exceed the FAA and ICAO minimum requirements. I also understand that if English is my second language, my flight training may take longer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION V: AIRCRAFT RENTAL AGREEMENT**

The renting pilot is responsible for the safe and conscientious operation of the aircraft until it is returned and securely tied down at Santa Monica Flyers facilities. The following company aircraft rental policies and conditions apply to each flight.

I, the renting pilot, agree:

1. To operate in accordance with all applicable FAA regulations.
2. Not to use the aircraft for flight instruction to any individual, unless I am authorized in writing to do so by Santa Monica Flyers.
3. To land only at FAA designated airports that are safe and suitable under the prevailing conditions.
4. Not to authorize or allow any other person to operate or handle the aircraft.
5. To telephone Santa Monica Flyers if I am unable to return the aircraft at the agreed time for any reason.
6. To pay any landing fees, tie down fees, or any other charge incurred by me while the aircraft is in my possession (this does not include fuel).
7. Concerning overnight flights you must request and receive approval from the management of Santa Monica Flyers before putting the flight on the schedule.
8. To pay a minimum charge of three hours for each day that the aircraft is in my possession, unless prior approval is acquired from management.
9. To report all accidents or incidents whether they are major or minor to Santa Monica Flyers at once, together with the names and addresses of witnesses and involved parties. In the event of an accident I will not permit the aircraft to be moved unless expressly authorized by Santa Monica Flyers or local, state, or federal authorities and will do all that I can to protect the aircraft and its equipment from further loss.
10. To pay the difference between price of fuel at Santa Monica (KSMO) and the price of fuel purchased at any other airport.
11. To check the Hobbs Meter prior to starting the flight. Should the starting time be recorded incorrectly, I must bring this to the attention of the flight desk before starting the flight.
12. To pay the cost of recovering the aircraft if abandoned away from Santa Monica Airport (SMO) due to circumstances that could be reasonably deemed to be foreseeable and avoidable.
13. To obtain weather reports and forecasts for all cross-country flights and to use the aircraft only for this purpose and over the route specified.

14. Should I need to purchase fuel for the aircraft, the appropriate funds (*see 11*) used will be credited to my account. I understand all purchases must be documented with an original receipt at the time the aircraft is returned.
15. To see that the aircraft is securely tied down in a proper area, master and ignition switches off, controls secured, and door locked.
16. To remain current in each aircraft I fly in accordance with FAR's and to have a recheck if I have not flown a Santa Monica Flyers aircraft within the preceding 90 days.
17. In regards to a refund on a my account, I understand a full refund will be given, however unless at least 15 hours were flown by me, then I agree to pay the difference between the discounted members rate and the full retail rate for the hours I have flown. I understand my refund will then be based upon the remaining funds available. Santa Monica Flyers will then perform an audit of my account to ensure the accuracy of all charges prior to a full refund (management may elect to provide a partial refund until the audit can be completed). I understand this process can take up to 20 business days to complete.
18. To accept and abide by the current no show policy of Santa Monica Flyers.
- (a) If I am unable to fly an aircraft as scheduled, I will notify Santa Monica Flyers at least twenty-four hours prior to scheduled flight time.
- (b) The flight will be labeled as a 'no-show' if any of the following occur:
- Cancellation of a scheduled lesson and/or rental flight without 24 hours advanced notice.
  - Failure to show up for a scheduled lesson or flight without canceling or prior notice.
  - Late arrival for a scheduled flight lesson that the flight cannot be reasonably completed in the remaining time scheduled.
- Then I agree to have the flight labeled as a "No show" and pay the following:
- One half hour of the aircraft's standard rental rate for scheduled periods 3 hours or less.
  - One hour of the aircraft's standard rental rate for scheduled periods greater than 3 hours.
  - One hour of the instructor's rate for scheduled periods 3 hours or less.
  - Two hours of the instructor's rate for scheduled periods greater than 3 hours.
19. To pay all sales and uses taxes that I may incur including landing fees.
20. The 'working day' is defined by Santa Monica Flyers as 9am till 5pm 7 days a week. If I schedule the aircraft for longer than 5 consecutive hours during a working day I agree to be billed for a minimum of 2 hours regardless of the time flown, If I schedule the aircraft 8 hours of working day time, I agree to be billed a minimum of three hours. For multiday rentals I agree to be billed a minimum of three hours per day, regardless of the time flown.
21. Not to perform or authorize any repairs or adjustments, nor make any purchases in relation to the aircraft without authorization from Santa Monica Flyers management.
22. To accept liability for any damage done to the aircraft while in my possession.
23. Not to smoke in the aircraft. If found to be in violation of Santa Monica Flyers non-smoking policy, I forfeit all privileges as a Santa Monica Flyers customer and agree to pay a fine of \$250.
24. To provide all necessary personal identification as requested by the flight desk including, but not limited to driver's license and passport.
25. To be subject to a background check and associated fees as required by the FAA.
26. To maintain aircraft security and cleanliness by following the checklist (ie: electrical switches, fuel selector valve, control-lock, proper tie-down, locking all doors and installing pitot tube cover) and removing all trash from the flight deck after each flight. If found in violation of Santa Monica Flyers security and cleanliness policy I agree to pay a \$20.00 clean up fee.
27. To obtain renters insurance to cover me and Santa Monica Flyers against the company's insurance policy deductible

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Signed \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

**SECTION VI: LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT**

I, \_\_\_\_\_, hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my instructor nor Santa Monica Flyers, nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I, further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or after I receive my pilot certification(s).

I also understand that Flight Activities are physically demanding and that I must seek the ongoing care of a licensed and authorized aviation medical examiner and that I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation.

I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not merely recital, and that I have signed this document of my own free will and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be served from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

I, \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, SANTA MONICA FLYERS, AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OF ACTIVE.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.**

Participant's Signature

Date

Parent or Guardian's Signature (If Applicable)

Date