

Santa Monica Flyers

AIRCRAFT RENTAL AND FLIGHT TRAINING AGREEMENT

We are pleased that you have chosen to fly with us! Before you can rent or train in one of our aircraft, you must fill out this form and sign our rental agreement, release of liability and flight training information and agreement. Please read and complete all of it.

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, or birth Certificate

Street Address		City, State, Postal Code	
Country		Mobile Phone Number	
Home Phone Number		Drivers License #	State/Country of License
Work Phone Number		Social Security or Taxpayer ID	
Email Address			
Emergency Contact Name		Emergency Contact Phone Number(s)	
Height	Weight	Hair Color	Eye Color
Gender		Date of Birth (mm/dd/yyyy)	

SECTION II: TSA SECURITY AND PRIVACY

Before being allowed to commence **any** flight training, ALL flight training students **must** either:

- Provide proof of U.S. citizenship with a U.S. Passport or U.S. Birth Certificate; or
- Obtain a TSA Category III security clearance via the TSA Alien Flight Student Program (<https://www.flightschoolcandidates.gov>) --- TSA AFSP applications must indicate a **“Permission to Initiate Training”** status.

Country of Citizenship	Passport Number
Passport Issue Date	Passport Expiration Date

SECTION III: AERONAUTICAL EXPERIENCE DATA

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

Certificates/Ratings Held: SPL PPL IR CPL CF/I/S CF/I/A MER MEI

SECTION IV: 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 (SMF) facilities. The following company aircraft rental policies and conditions apply to every flight.

I, _____ the renting pilot, agree to:

1. Operate in accordance with all applicable FAA regulations.
2. Not use the aircraft for flight instruction of any individual, unless I am authorized in writing to do so by SMF.
3. 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. Notify SMF if I am unable to return the aircraft at the agreed time for any reason.
6. 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 I will request and receive prior approval from SMF before the scheduled flight.
8. Report all accidents or incidents whether they are major or minor to SMF 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 SMF or local, state, or federal authorities and will do all that I can to protect the aircraft and its equipment from further loss.
9. Check the Hobbs Meter prior to starting the flight. Should the starting time not match the aircraft dispatch book, I will bring this to the attention of the front desk before starting the flight.
10. Pay the cost of ferrying the aircraft if left an airport other than Santa Monica Airport (KSMO) for any reason other than maintenance that is out of my control.
11. Obtain a complete pilot briefing and become familiar with all available information concerning any flight.
12. This fuel reimbursement policy: 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.
13. Remain current in each aircraft I fly in accordance with FAR's and to have a recheck if I have not flown a SMF aircraft within the preceding 90 days.
14. The following refund policy: A full refund will be given for any deposited, unused funds within 30 days of a written request. Refunds will not be issued for any deposits paid to SMF for flights which were cancelled less than 24-hours prior to the scheduled time of the flight. Cancellation fees specified in this agreement will be subtracted before any refunds are issued. Refunds will only be issued via check or wire (wire fees apply).
15. Not participate in any charter/air-taxi/Part 135 operations. I understand SMF will not to so either.
16. Accept and abide by the following Cancellation/Late Policy to any reservations (lessons ground and/or flight or rental reservations):
 - a. If I am unable to arrive for a scheduled reservation, I will notify SMF at least twenty-four hours prior to scheduled flight time.
 - b. The reservation will be labeled as 'no-show' should any of the following occur:

- i. Cancellation of a scheduled reservation less than 24-hours prior to the scheduled flight.
 - ii. Failing to arrive for a scheduled reservation.
 - iii. Arriving more than 30 minutes after a scheduled reservation.
 - c. The following cancellation fee(s) will be paid for any 'no-show' flight/lesson:
 - i. One-hour standard aircraft rental rate for scheduled reservations 3 hours or less.
 - ii. Two hours standard aircraft rental rate for scheduled reservations greater than 3 hours.
 - iii. One-hour instructor's rate for scheduled instructor reservations 3 hours or less.
 - iv. Two hours instructor's rate for scheduled reservations greater than 3 hours.
17. The following Minimum Hours Billed Policy:
- a. The 'business day' is defined by SMF as 9:00 a.m. until 5:00 p.m., 7 days per week, including holidays.
 - b. If I schedule the aircraft for longer than 5 consecutive hours during a business day, I agree to be billed for a minimum of 2 hours, regardless of the actual Hobbs hours incurred.
 - c. If I schedule the aircraft 8 or more hours during a business day, I agree to be billed a minimum of three (3) hours, regardless of the actual Hobbs hours incurred.
 - d. For multiday rentals I agree to be billed a minimum of three hours per day, regardless of the actual Hobbs hours incurred.
 - e. I understand only Management may waive this policy, and will only do so on a case-by-case basis, by the sole judgement of SMF Management, based on factors including, but not limited to, student and renter demand, and only by written/emailed request at least 7 days prior to the scheduled reservation.
18. Not perform or authorize any repairs or adjustments, nor make any purchases in relation to the aircraft without prior authorization from SMF Management.
19. Accept liability and pay for any damage to aircraft while in my possession.
20. Not smoke in the aircraft. If I smoke in any SMF aircraft, I will no longer be allowed to rent and/or continue flight training at SMF and agree to pay a \$250 clean-up fee.
21. Provide all necessary personal identification as requested by the front desk including, but not limited to government-issued photo ID, pilot certificate and passport.
22. Be subject to any background check and associated fees as required by the FAA.
23. Maintain aircraft security and cleanliness by following checklists and properly securing aircraft after every flight (electrical switches OFF, control-lock secured, tie-downs secured, doors locked, chock secured) and removing trash from the flight deck after each flight. I agree to pay a \$50.00 clean-up/secure fee if aircraft are not properly secured or cleaned per this item.
24. Obtain renters insurance to cover me and SMF against the flight school's fleet insurance policy and any loss of revenue as follows: \$1,000,000 per occurrence and \$10,000 non-owned aircraft.

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 SMF, nor any of their respective employees, managers, 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, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I hereby personally assume all risks of these Flight Activities, whether foreseen or unforeseen. 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 obtain any pilot certification(s) or ratings.

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 (AME) as necessary 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 severed from this agreement and that 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 OR 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.

Student/Renter Printed Name: _____

Student/Renter Signature: _____ Date _____

Parent or Guardian's Signature (If Applicable): _____ Date _____

SECTION VII: FLIGHT TRAINING INFORMATION AND AGREEMENT

As a flight training student, I understand and agree to the following SMF policies, conditions and information:

1. I will not be permitted to commence flight training until I have provided:
 - a. A U.S. Passport or U.S. Birth Certificate; or
 - b. Evidence that I have been granted "Permission to Commence Flight Training" by the TSA Alien Flight Student Program.
2. In the interest of safety, SMF instructors, managers and/or front desk staff will cancel any flight due to unsafe weather conditions.
3. In the interest of safety, SMF instructors, managers and/or front desk staff will cancel any flight due to unsafe maintenance issues.
4. I will stick to one flight instructor, with the exception of the temporary absence of my primary flight instructor, stage checks, or if, for any reason, my flight instructor assigns me to another flight instructor.
5. SMF will not grant any request to switch to another aircraft if it means altering the reservation of another student/renter, unless it is for my checkride.
6. To meet student training needs, aircraft maintenance requirements, maintain aircraft scheduling efficiency or any other SMF operational needs, I may be switched to an aircraft other than the one I originally reserved, without prior notice.
7. I will reserve a variety of individual aircraft (while sticking to the "type" I originally designated for my training), so that any aircraft changes will not negatively impact my training. I will be sure to regularly fly both "steam gauge" as well as "glass" instrument panel aircraft.
8. Unless instructed to do so by my flight instructor, I will always book 3 hours with my flight instructor and 2 hours with an airplane so that we will have time for 1 hour of ground school and 2 hours of possible flight time.
9. If weather does not permit for a flight, that time will be used to complete ground school. I will always come prepared to do at least 2 hours of ground school by studying as prescribed.
10. Solo students will not be allowed to fly without written (SMS text) instructor authorization no more than 2 hours prior to a flight. Substitute instructors may be designated by student's primary instructor only, to provide these solo flight authorizations.
11. To comply with Section V, #18 of this agreement (Cancellation Policy), if weather permits our flight, I will fly with my instructor during reservations that include an aircraft.
12. In order to ensure continued training, I will book at least 6-8 lessons in advance to reserve both my flight instructor's time as well as time in the aircraft.
13. I will provide a completed, signed credit card authorization form and I will update my credit card should the one on file expire.
14. I will pay for any reservation, after it is complete prior to leaving the flight school.
15. My credit card on-file will be automatically charged if I leave without paying with another payment method.
16. A block rate is offered for any check or cash payments for 10 aircraft hours that are deposited into my account.
 - a. These funds will be used to pay for all flight training items including instructor time, aircraft rental time, landing fees and flight training supplies.
 - b. Block rates will only be offered for SMF-owned aircraft (i.e. Sportcruisers).
 - c. Block rates will not be offered for any payments made by credit or debit cards.
 - d. Once block-rate funds are used, regular non-discounted rates will apply.
 - e. After each reservation I will process my reservation payment with the front desk to confirm remaining block-rate funds on my account and pay any difference owed if block-rate funds have been depleted. If I do not pay the difference, my credit-card on-file will automatically be charged.
17. Balances due must be paid before any flight training/rental reservation can begin.

18. Fees for checkrides and written tests are charged by FAA-designated examiners and test facilities and will be separate from flight training costs incurred by SMF. In 2019 SPL and PPL checkride fees were \$700 and written tests were \$170.
19. I will be expected to purchase the following text books, which are sold by SMF at approximately its cost (totaling about \$130):
 - a. PPL students: Pilot's Handbook of Aeronautical Knowledge
 - b. SPL students: Rod Machado's Sport Pilot Handbook
 - c. Instrument students: Instrument Flying Handbook
 - d. Pilot Logbook
 - e. Maneuver Sequence Guide
 - f. Airplane Flying Handbook
 - g. FAR/AIM
20. The cost and time of my flight training will depend, *up to 90%*, on the following factors, that are not under SMF or instructor control:
 - a. My aptitude
 - b. My natural ability
 - c. My critical thinking skills
 - d. My attitude/approach to learning
 - e. My commitment to home study and intellectual curiosity
 - f. My frequency of lessons
21. Optimal frequency of lessons
 - a. 3 to 4 lessons per week are optimal
 - b. Less than 3-4 lessons per week will cause me to forget information learned between lessons
 - c. Greater than 3-4 lessons per week will cause me to realize diminishing returns
22. Aircraft rental and instructor rates are subject to change
23. Instructor availability is subject to change
24. I may cancel my flight training at SMF at any time without any consequence except those cancellation and refund policies described herein
25. My flight instructor or management may cancel my flight training at SMF any time, for any reason

Student/Renter Printed Name: _____

Student/Renter Signature: _____ Date _____

Parent or Guardian's Signature (If Applicable): _____ Date _____