

ASL AVIATION

TERMS OF AIRCRAFT USE AND RENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between ASL Aviation, Inc. ("ASL"), with its principal place of business located at 1557 Airport Road, Russellville, AR 72802, and:

Name: _____

Address: _____

City: _____ State: ____ Zip code: _____

("Renter") and shall be effective as of _____ ("Effective Date").

RECITALS

WHEREAS, ASL is engaged in the business of providing services including aircraft rental;

WHEREAS, Renter desires to rent ASL's aircraft for leisure.

NOW THEREFORE, **ASL** and **Renter** agree as follows:

Scheduling and Cancellations

I. Cancellations: When cancelling reservations for an aircraft, every effort should be made to release the aircraft (cancel the reservation) at least 24 hours in advance. We reserve the right to charge a 50% cancellation fee of the total blocked time whenever an aircraft reservation is cancelled with less than 24 hours advance notice.

II. Unused Reservations: Aircraft reservations which go unused will be treated in the same manner as cancellations within 24 hours as described above.

III. Aircraft Rental

- 1) **Basis of Charge:** All charges for use of an aircraft will be based on operation time accrued as measured by the aircraft **Hobbs** meter (not the "Tach Time" or "airtime") or, in the event of an overnight rental, the minimum charge specified below, *whichever is greater*.
- 2) **Hourly Rates:** Aircraft rental rates are for the use of the aircraft on a "**WET**" basis
- 3) **Honoring Schedules:** Safe operations notwithstanding, all aircraft should be returned to ASL in a timely manner. Should circumstances prevent returning at or before the end of the scheduled rental period, every effort should be made to notify ASL as soon as possible.
- 4) **Minimum Rental Fees:** All multi-day rentals are subject to a minimum 3 hour rental charge for every night the aircraft is away. Charges for multi-day rental will be the GREATER of actual Total Time or 3 hours per night away.

5) Flight Rules and Restrictions:

Initials: _____

- a. Renters accept full and sole responsibility for the operation of the aircraft and for compliance with all Federal Air Regulations as well as any/all applicable state and local rules and regulations.
- b. Renter understands that flights outside the United States "lower 48" are prohibited unless individually and specifically approved, in advance, in writing, by ASL management.
- c. Renter accepts sole responsibility for any and all charges and fees including, but not limited to fueling and defueling fees, landing fees, ramp fees, servicing charges, incurred or ascribed to the operation of the aircraft, from the time the aircraft is checked out, until it is returned.
- d. Renter understands that, except in an emergency, operations to/from unimproved airfields are prohibited. ASL aircraft are to be flown into and out of paved runways.
- e. Renter understands and agrees to comply with the follow safety rules.
 - i. hand propping is specifically prohibited;
 - ii. smoking in or near the aircraft is prohibited;
 - iii. operating an aircraft in any manner (starting, taxiing, or flying) while under the influence of alcohol or drugs as defined by FAR's is prohibited.
 - iv. Renter will wait a minimum of 24 hours before flying after a blood donation.

IV. Documentation: Renter is required to maintain the following on file with ASL:

- Pilot Certificate
- Current FAA Medical Certificate
- Proof of citizenship: either
 - Valid, unexpired passport
 - Sealed copy of birth certificate accompanied by an unexpired government issued photo ID (state driver's license, military ID, government departmental photo ID and so forth)
- TSA authorization, if required.
- A current and valid credit card and charge authorization.
- Bi-annual Flight Review.

V. Pilot Requirements:

1) Check-out: Renter must demonstrate a sound working knowledge of and ability to proficiently and safely operate each aircraft make/model to be rented PRIOR to renting any ASL aircraft for flights.

2) Currency: Renter must meet the current requirements of the Federal Aviation Regulations. Additionally, **whenever Renter has not flown a previously authorized make/model with ASL within 60 days, a flight checkout is required.**

VI. Maintenance

Discrepancies: Renter will report/record any maintenance discrepancies or inoperative equipment when returning the aircraft **If a renter discovers damage to any part of the aircraft during preflight he/she must immediately notify ASL prior to flight to insure proper documentation.**

Initials: _____

Malfunctions and Repairs: Any repairs away from ASL requires approval from Tim Robbins, ASL Management 479-857-6102 in advance of any such repairs/maintenance.

Renter agrees to notify ASL immediately if involved in an accident or incident (this includes a propeller strike).

Renter agrees not leave/abandon the aircraft at any airport other than Russellville Regional Airport (KRUE). The Renter will be charged pilot expenses plus flight time to return the aircraft to KRUE. Renter agrees to pay the repair and/or replacement costs for any damages caused solely by Renter through negligence, failure to comply with the FARs, the AIM, and/or failure to follow proper procedures stipulated in the aircraft pilot operating handbook or flight operations manual. (See insurance policy requirements below).

VII. Fuel and Oil

Fuel: Fuel is included in the hourly rental fees. Aircraft are rented on a **WET** basis.

Engine Oil: Oil is included in the rental. Any oil needed prior to departure can be acquired from the ASL. Should oil be needed while away, a receipt for the purchased oil should be submitted for reimbursement/credit when returning the aircraft.

II. Securing the Aircraft

Renter agrees to properly secure the aircraft utilizing available tie downs, ensuring that flight control surfaces are secured as recommended by the manufacturer and by locking all doors and windows. Failure to properly secure the aircraft may lead to damage for which the Renter will be held responsible.

Renter agrees to treat the aircraft properly, keep it clean and return it to the line in a clean condition (cockpit cleaned of debris, ect.). Renter further agrees to reimburse ASL for any/all costs associated with remedying the situation should the aircraft not be returned in proper condition.

IX. Insurance Policy

ASL has attached to this Agreement its NOTICE OF INSURANCE PROVISIONS. If you have opted to purchase additional insurance, ASL requires you to provide a Certificate of Insurance showing the specific limits of insurance, coverage modifications and endorsements and showing ASL is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide ASL thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

X. Payment

Payment for rental is due upon completion of the flight or ground training session.

On past due accounts or returned checks, renter shall pay interest from the payment due date to the date of payment at the annual percentage rate of 5% above Federal Reserve discount

Initials: _____

rate, and in no event in excess of 17%.

A 5% fee may be charged for any refund on an account. Refunds may take up to 30 days to process.

In the event ASL needs to engage in the legal service to enforce the terms and conditions set forth herein, the Renter agrees that Renter is responsible for all reasonable attorney fees and costs until the dispute is resolved.

I HAVE READ AND I UNDERSTAND THE ABOVE CONVENANTS, RESTRICTIONS, AND REQUIREMENTS OF THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

This Agreement is entered into upon execution by each party's duly authorized representative, as set forth below.

Renter Printed Name	Renter Signature	Date
ASL Representative Printed Name	ASL Representative Signature	Date

DOCUMENTS ALSO REQUIRING SIGNATURE: APPLICATION FOR FLIGHT TRAINING &/OR AIRCRAFT RENTAL
NOTICE OF INSURANCE PROVISIONS

Initials: _____

ASL Aviation

1557 Airport Road
Russellville, AR
479.567.5156

APPLICATION FOR FLIGHT TRAINING &/or AIRCRAFT RENTAL

We are pleased that you have chosen to fly with us! Please print this application form, fill it out completely and sign it, then return to us by mail, or in person. It is important that you complete all of the information so that we can best serve you.

SECTION I: PERSONAL AND CONTACT DATA

First Name _____ Middle Name _____ Last Name _____ Suff _____

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

Address _____

City, State, Postal Code _____

Country _____ Email Address _____

Home Phone _____ Cell Phone _____

Work Phone _____ FAX: _____

Drivers License Number _____ Drivers License State/Country _____

Previous Address: _____

Emergency Contact Name and Relationship _____

Emergency Contact Phone Number _____

Height in Inches _____ Weight in Pounds _____ Hair Color _____ Eye Color _____

Date of Birth _____ Birth City, State, Country _____

SECTION II: SECURITY AND PRIVACY

A. Non-U.S. Citizen:

Country of citizenship _____ Passport #, (must be valid, and unexpired) _____

TSA Class III security clearance(s) with a Permission to Initiate Training _____

B. U.S. Citizen:

Passport # _____, (must be valid, and unexpired) OR

Birth Certificate _____ (must be presented in person, and under seal upon arrival along with a current government issued picture ID)

Type of Picture ID _____

C. Pilot (IN ADDITION TO THE REQUIREMENTS IN A. OR B.)

Pilot Certificate _____ (must verify through FAA online system)

Current FAA Medical Certificate _____

Bi-annual Flight Review _____

Date you have last flown an ASL plane _____ (flight check required if more than 60 days)

Make and model of last ASL plane flown _____

D. Payment

Credit Card Name _____ Number _____

Expiration _____ CVD _____

SECTION IV: ENGLISH PROFICIENCY STATEMENT

By my signature below, I certify that I understand that the Federal Aviation Administration (FAA) requires that all pilot applicants be able to read, speak and understand the English language. I further certify that my English language skills meet or exceed the FAA and ICAO minimum requirements and that my English language skill level will pose no hindrance to my flight training with ASL Aviation, Inc.

Signature: _____ Date: _____

(For ASL Office Use Only)

APPLICANT NAME _____

Proof of Citizenship (ALL)

PILOTS

Copy of driver's license

Copy of Pilot Certificate

Copy of U.S. citizenship (birth certificate or passport)

Copy of FAA Medical Certificate

CIRCLE WHICH

Copy of Photo ID if birth certificate given

Copy of Bi-annual Flight Review

Rental Agreement Completed

Copy of insurance certificate, if purchased, and naming ASL Aviation as additional insured

NOTICE OF INSURANCE PROVISIONS

The Federal Aviation Regulations - with respect to Logging of Pilot Time - states in part:

1. Solo Flight Time. A Student Pilot may log as solo flight time only that Student is the sole occupant of the aircraft.
2. Pilot-In-Command Flight Time. A Private or Commercial Pilot may log as Pilot-In-Command Time only that flight time during which that pilot is the sole manipulator of the controls of an aircraft for which the pilot is rated.....

If you are a Student Pilot and you are receiving Dual Instruction, the ~~Certified Flight Instructor is the Pilot-In-Command.~~ The Pilot-In-Command is responsible for the safe operation of the aircraft when in flight. If you are Rated for the flight, you can only log time as Pilot-In-Command when you are the sole manipulator of the controls.

If you are rated for the flight involved, any time you are flying Solo OR are the Sole Manipulator of the Controls (i.e. Landing after a Lesson concerning Instrument Flight Training, etc.) - YOU ARE THE PILOT-IN-COMMAND.

Any time you are flying Dual as a "Student Pilot", the Certified Flight Instructor is CONSIDERED THE PILOT-IN-COMMAND.

The Federal Aviation Regulations also states: The Pilot-In-Command of an aircraft is directly responsible for, and is the final authority as to, the Operation of that Aircraft.

What this means to you, among other things, is that while you are the Pilot-In-Command, you may be held Legally Liable for any Damages because of Bodily Injury or Death Sustained by Any Person/Passenger OR for Damages because of Property Damage to Others, resulting from or caused by an accident involving the Aircraft which you are operating.

WITH RESPECT TO BODILY INJURY & PROPERTY DAMAGE

ASL AVIATION, INC., carries an Insurance Policy on our Fixed Wing Rental Aircraft for Bodily Injury and Property Damage with Limits of:

\$ 1,000,000 EACH OCCURRENCE WITH PASSENGER BODILY INJURY
LIMITED TO \$ 100,000 EACH PERSON

HOWEVER, THE ABOVE STATED LIABILITY COVERAGE ONLY APPLIES TO ASL AVIATION, INC. The Definition of Insured, under All Aviation Insurance Policies, contains an Exclusion, for Renters, which states something similar to the following:

There is NO Coverage afforded under this Policy Whatsoever, for Any Person Operating an Aircraft under the terms of any Rental Agreement or Training Program, etc., who has paid or has agreed to pay the Owner &/or Lessor (or their respective agents or employees) for the use of the Aircraft.

NOTICE OF INSURANCE PROVISIONS - CONTINUED
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ASL AVIATION, INC. in an effort to provide our Renters with at least some Liability protection, has obtained our Insurance Company's agreement to provide you the following Bodily Injury and Property Damage Liability Coverage (Other than to the Aircraft Itself) \$25,000 Each Occurrence INCLUDING PASSENGERS. This Coverage and Limit is PART OF AND NOT IN ADDITION TO the Limits carried by ASL AVIATION, INC. We are not trying to express in any manner that the limits shown above are sufficient to meet your individual &/or particular needs.

WITH RESPECT TO PHYSICAL DAMAGE COVERAGE (I.E. DAMAGE TO THE AIRCRAFT ITSELF)
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ASL AVIATION, INC., carries Physical Damage Coverage on each aircraft which we Own &/or Lease; HOWEVER, THE PHYSICAL DAMAGE COVERAGE ONLY PROTECTS ASL AVIATION, INC.

All Aviation Insurance Policies contain a Provision which is generally titled - SUBROGATION. This Provision in essence states that:

In the event of any Payment under the Policy for Damage to the Aircraft itself, the Insurance Company shall have all of it's rights of recovery therefore against any person or organization and we shall do nothing after or prior to the Loss to prejudice such rights.

What this means to you as the Renter of the Aircraft, is that the Insurance Company has the Legal Right under any Aviation Insurance Policy to recover from you or your estate any amount they pay out under the Policy. Generally, this happens only in Gross Negligence Cases; however, we cannot prevent the Insurance Company in any manner from recovering any payment they made for damages. In addition, You the Renter Pilot will also be responsible for Reimbursing ASL AVIATION, INC. for the Deductible (applicable to the type of loss involved).

IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE, PLEASE CONTACT:
AVIATION INSURANCE MANAGERS, INC.
Phone (800) 827-4554

I HAVE READ AND UNDERSTAND THE INFORMATION PRESENTED ABOVE.

SIGNED: _____ (DATE)

(Authorized Renter Pilot Signature)

MAILING ADDRESS: _____
STREET/P.O. BOX

CITY STATE ZIP

CONTACT PHONE NO: ()