

St. Petersburg/ Clearwater Int'l Airport  
14695 Airport Parkway  
Clearwater, FL 33762 USA



www.amfly.com | info@amfly.com  
Phone: (727) 538-2088  
FAX: (727) 535-6794

## AIRCRAFT RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, American Flying Adventures, hereinafter referred to as the "Operator," hereby leases to the "Renter" the designated aircraft hereinafter referred to as the "aircraft."

- A.
- (1) Renter acknowledges and agrees that the aircraft is the property of the registered owner.
  - (2) Renter acknowledges that he has inspected the aircraft and has found it to be in good mechanical condition and airworthy.
  - (3) Renter agrees to return the aircraft at the scheduled time, weather permitting.
  - (4) Renter agrees to properly secure the aircraft after each flight.

Renter expressly acknowledges personal liability to pay Operator on demand:

- (1) Service and time charges computed at the applicable posted rates until said aircraft is returned to St. Petersburg/Clearwater International Airport.
- (2) Any loss or damage to the aircraft, its components, parts or equipment during the rental period not covered by insurance.
- (3) The amount of any parking, tie-down, or hangar charges until the aircraft is returned to the Operator at St. Petersburg/Clearwater International Airport.

- B. Renter agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will telephone the Operator collect for instructions upon encountering mechanical malfunctions. Do not authorize any repairs to be made to the aircraft without clearance of an American Flying Adventures representative. Failure to do so could result in the Renter being responsible for a portion of the bill. Properly licensed facilities and personnel must make all repairs.

If you have a mechanical or radio problem, which needs repair and the total repair costs exceeds \$100, contact the AFA home base first. You may use our toll free number, which is published in the aircraft book.

- C. If the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base. American Flying Adventures will not reimburse the Renter for any overtime charges, call-out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fares, etc. will not be reimbursed.

- D. Renter agrees to report any aircraft damage, accident or incident to the Operator as soon as possible.

- E. Renter agrees that rented aircraft shall **not** be used or operated:

- (1) For any illegal purposes.
- (2) In any race, speed test, or contest.
- (3) By any person other than the Renter who signed the Agreement.
- (4) Outside the limits of the Continental United States if not authorized.
- (5) To carry passengers or property for compensation or hire.
- (6) Any flight, which the Renter is not properly rated or certified.
- (7) For dropping any objects from the air.
- (8) For instruction by instructors who are not officially authorized by American Flying Adventures.
- (9) For towing objects and other aircraft on the ground and in flight.

- F. Renter agrees to reimburse the Operator in the event the Operator institutes suit to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney's fees incurred by the Operator in such suit or suits.

- G. **AIRCRAFT SCHEDULING:** Scheduling can either be done by phone, e-mail or by stopping by the office and writing your first and last name onto the scheduling board. All entries have to be done in pencil so cancellations can be erased easily. No

aircraft is allowed to fly without a proper entry on the scheduling board. A penalty of \$100 will be assessed for violating this rule.

H. **CANCELLATIONS:** All cancellations have to be made at least 24 hours before the scheduled flight. A No Show fee will be charged in each case when an aircraft is scheduled and the pilot does neither show up nor cancel by phone beforehand. No show fees are posted on the pricing board at the AFA counter.

I. **MINIMUM DAILY FLIGHT TIME:** If any aircraft is taken for a whole day or an overnight trip off the St. Petersburg/Clearwater Airport (PIE), a minimum flight time of 3 hours per day applies. For long trips over 3 days the first and last day of the rental period counts as one day. If the renter is not flying the minimum hours stated above, a dry rate per missing hour will be charged. A weekend special of minimum 400NM roundtrip distance might be available. For more information ask the operator.

J. **KEYS AND HOUR SHEETS:** Aircraft keys and hour sheets are located in the AFA office (Building Number 14695) at the St. Petersburg/Clearwater International Airport. Be sure to write your first and last name onto the hour sheet legibly and note down the Hobbs meter reading before and after each flight. Please return the key to the AFA office immediately after each flight.

K. **FUEL AND OIL:** Fueling is done by Signature, our local FBO. If you need fuel, call Signature at 531-1441 and give them fueling instructions. If you need less than full fuel due to weight and balance limits, let us know ahead of time since emptying tanks is not a common procedure.

Use only Aeroshell 100/SAE50 when filling oil. Log your added quarts onto the hour sheet so we can keep track of oil consumption. Oil is available at the American Flying Adventures facility.

Always turn master switch and ignition switch off when an aircraft is being fueled. Do not engage parking brake. Nobody is allowed to stay in the aircraft during fueling procedures.

L. **CHECKOUTS:** A checkout has to be done on each aircraft a pilot will be authorized to fly. A checkout has no predetermined flying time. It can be just one touch and go with proficient pilot or several hours if someone's skills are rusty.

It is a standing AFA policy that all radios, systems, buttons and devices have to be fully understood before flying the aircraft. This includes a GPS, alternate vacuum, auto pilots, circuit breakers emergency gear handle, etc.

All checkouts have to be signed in the pilots log book by the instructor.

Each checkout includes the following points: (1) Reading and signing off rental agreement form, (2) Verification of license, medical, log book and BFR, (3) Completing the checkout checklist of the aircraft, (4) Verifying the airspace, flight planning and weather briefing, (5) Briefing about tie down and fueling procedures.

**BFR:** All students, regardless if they have an original US license or a converted license have to pass a biennial flight review all 24 months. Any check ride with an FAA designated examiner (IFR, CPL, Multi, etc.) also counts as a BFR. The BFR can be combined with the checkout.

**STAGE CHECKS:** Before any primary student is allowed to solo, he needs a stage check from another AFA instructor. Further stage checks during any training should be done to avoid any "blind spots" in training activity.

## M. **HANDLING OF AIRCRAFT**

Tie down the aircraft at any time when leaving it. For short stops, wood or plastic chocks may be used to prevent the aircraft from moving away. Keep in mind that even with zero wind conditions, a hovering helicopter or blast from a jet may move the aircraft. Since aircraft will often be towed to another position on external fields, it is better to leave the parking brake off and use tie down ropes or chocks.

Never leave a door open when stepping away from the aircraft since an unfavorable wind gust could slam the door and damage the hinges. Close storm windows on Pipers when leaving the aircraft.

Always lock the doors when leaving the aircraft. Take all personal equipment like headsets, portable GPSes, computers, etc. with you since it is neither covered by insurance nor is AFA liable for the loss of any carried equipment.

Pay your bills before you leave. This applies for fuel and oil bills, landing fees (if applicable), overnight fees and handling fees.

*No AFA aircraft is allowed to land on a soft-field without written approval by AFA, except in an emergency.*

Turn off master switch when leaving aircraft. Failure to do so will result in a charge of \$60.

Use reasonable braking action. Over-braking will result in bald spots on tires. Bald spots have to be paid by the renter pilot on a prorated basis.

**N. OUT OF STATE FLYING:** Additional rules apply when an AFA aircraft is flown out of the state of Florida.

Filing a flight plan for all flights is highly recommended. It is mandatory if you're flying over water or over unpopulated areas and for all night flights.

**OUT OF USA FLYING:** Additional rules apply for taking any AFA aircraft out of the USA.

For flying out of the United States special pricing will apply.

Aircraft with temporary registrations (pink copy) are not permitted to leave the US.

All custom fees, taxes, permits, confiscation costs, penalties, etc. which occur during or after the trip have to be paid by the renter. AFA will give no credit for any of these items. Passports and correct immigration papers (for non US citizens) have to be carried by the pilot and passengers. US immigrations can fine you up to \$3,000 or more for violations.

All flights out of the USA require a submitted flight log for the entire trip and a filed international flight plan for each leg of the flight. It is important to close all your flight plans upon arrival at your destination since international search procedures are very expensive and will have to be paid by the renter.

*All flights out of the USA need a manifest to be filed by eAPIS. You need to have an eAPIS-account to do so.*

AFA offers an anti theft propeller lock and wheel locks for securing the aircraft on non US airports. Securing the aircraft is mandatory with at least two locking devices.

Out of the USA flying is only permitted if: a) The pilot requirements are met. b) The pilot has appropriate renters insurance. c) The territory is covered by our insurance.

**O. EXTERNAL FUEL CREDIT:** Prices on AFA price list are "wet" except for the Seneca. You can submit your external fuel receipts for credit. AFA will credit per gallon amount listed on the pricing board. The correct N-number and customer name must be visible on the fuel receipt. Fuel surcharges apply for all wet prices regardless if you turn in a fuel receipt or not.

**P. PAYMENT PROCEDURES:** Payments can be done with local checks, traveler checks, cash or credit cards (VISA, MASTER, DISCOVER and AMERICAN EXPRESS)

For payments of \$5,000 or more we highly recommend that a bank transfer be made to our local bank account. Ask the AFA office for details.

All block rates and off base rentals have to be fully paid in advance. Non block rate customers have to pay immediately after the flight. Open accounts will be charged \$20.00 if not paid within one week of the flight, plus a 1.5% interest per month for the amount due.

No pilot with a delinquent account is allowed to fly an AFA aircraft.

**BOUNCED CHECKS:** Bounced checks will be handled as per Florida law.

**SECURITY DEPOSIT:** For long off base rentals, for flights out of the USA, and for life raft rentals AFA may request an additional security deposit performed with a major credit card.

**RECEIPTS AND ACCOUNT STATEMENTS:** All payments and services are invoiced with a detailed receipt daily. Upon request, it is possible to get a full account statement printed out. Always cross-check your receipts with you actually time flown. If you notice any discrepancies report them immediately to the AFA office.

**REPAYMENTS AND REFUNDS:** There are no refunds for any already performed flights or received services. Repayments on accounts with a credit balance will only be granted if there is a legitimate reason. If a customer requests a

repayment for a block rate, all previous hours flown and services will be debited at full rates retroactively. A processing fee of \$150.-- will be charged for all refund requests.

- Q. **SQUAWK REPORTING:** In aviation the word “squawk” has two definitions:
1. Using a transponder code.
  2. Reporting any observed deficiency regarding the aircraft.

Please report any squawks (as per definition 2) immediately to the AFA office. Also report it in writing on the reserved table on the hour sheet. Be as specific as possible. Write down exactly what you observed and under what conditions.

If you have a squawk on an external field and you are not sure if it is critical or a safety factor call us.

- R. **AIRCRAFT DOCUMENTS:** Check aircraft documents (Airworthiness certificates, Registration, Radio License, Owners Manual, and Weight and Balance data) before every flight. Do not take them out of the aircraft. The only exception is when you have to show the Registration Certificate to customs when entering the USA. Be sure in this case, that you place the Registration back in the proper location of the aircraft.

**AIRCRAFT LOGBOOKS:** Aircraft logbooks are located in the AFA office. Use them only in the classroom or to show them to the FAA examiner during an oral exam. Return them immediately to the AFA office after you are done using them. Do not transport them in an aircraft unless an AFA employee instructed you to.

- S. **CLASSROOM:** All enrolled students or pilots who have an account with AFA can use The AFA classroom. The classroom is used for ground school, computer testing, video lesson, or simulator flying. Please keep classrooms clean and make sure you lock the door after you have used it. *Do not take any video or audiotapes out of the classroom.*

- T. **HEADSETS:** We strongly advise pilots to wear headsets while flying. Headsets will protect your ears and help you understand ATC communications and your passengers better.

Due to hygienic reasons, headsets have to be provided by the pilot. We have a couple of headsets in the AFA office, but do not count on them since they might not be available when you arrive. Let us know if you need to buy a headset and we will give you directions on where to buy a good quality one.

- U. **MISCELLANEOUS**

**CAR PARKING:** There are parking spots out in front of the main building for customers to use.

**ADDITIONAL EQUIPMENT:** If additional safety equipment has to be carried according to FAA or ICAO rules, the renter is responsible to buy or rent these items. This includes a life raft, inflatable life vests, survival gear, portable radios etc. AFA will supply you with Coast Guard approved non-inflatable life vests upon request.

- V. Renter, by affixing his signature hereon, does agree to follow the following flight operations safety rules, emergency maintenance procedures and insurance provisions.

### **FLIGHT OPERATIONS SAFETY RULES**

**Pilot Certificate** – Renter must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The renter will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.

**Currency** – Renter must possess evidence of a current biennial flight review (BFR), medical certificate, and aircraft checkout by a pilot designated by the Operator.

**Preflight** – Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer’s recommended pre-takeoff, cruise and pre-landing checklists.

**Weather** – Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route (ceiling of at least 3,000 feet and visibility 5 miles or greater) unless Renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight.

**Take-off and landing area** – No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained and used as an airport with PAVED runways of no less than 3,000 feet.

**Physical conditions** – Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as liquor, tranquilizers and sleeping aids.

The Renter will comply with all local, state and federal regulations.

## W. OPERATIONAL RULES

**FLIGHT PLANS:** For domestic VFR flights, a flight plan is not mandatory. However we suggest that you always file a flight plan at night or for over water and sparsely populated areas. Also take advantage of flight following available.

**IFR FLYING:** In addition to the FAA rules the following AFA regulations apply for all flights under IMC. (Instrumental Meteorological Conditions)

1. Flying IMC without a flight plan in class G is prohibited.
2. Flying a single engine aircraft into areas with a ceiling less than 500ft AGL is only permitted when an operational alternate vacuum system is available.
3. Do not do any night IFR flying with a single engine aircraft if the reported ceiling is below 1,000ft.

**MARGINAL VFR FLYING:** Exercise extreme caution when flying into marginal VFR conditions. If you don't have a current IFR certificate you are advised to land at the closest airport with VFR conditions and wait until weather conditions improve.

Avoid "Scud Running" close to airports in class G airspace. Scud running means to fly right under the clouds (which is legal during the day time in class G airspace below 1,200ft AGL). Close to an airport, IFR traffic could shoot an approach and come out of the cloud layer and be potential hazard for you.

**MOUNTAIN FLYING:** If you plan a trip to near a mountain range, a mountain checkout by a mountain flying experienced and certified FAA instructor is mandatory.

**OVER WATER FLYING:** In addition to FAA and ICAO rules we request that:

1. Pilot and each passenger should have a life vest.
2. Take a certified life raft any time you fly over water and the shore line is beyond your gliding distance.
3. File a flight plan and use "flight following" if possible.
4. Avoid flights more than 120 nautical miles over water with a single engine aircraft.

## FLYING WITH PASSENGERS:

1. Give an adequate briefing before you start taxiing. Make sure that you have sick bags with you and keep them readily available.
2. Show passengers how to use the intercom system.
3. Verify that each passenger wears his seat belt during the entire flight.
4. When on the ground keep passengers away from the propeller area, other aircraft, and prohibited areas.

X. **SECURITY:** Always lock aircraft after each flight. Be sure to close all doors before leaving the AFA premises and be sure that they are firmly locked. Do not hand out security codes to other people. Report any suspicious people to the operator. Use a prop or wheel lock as needed. (Mandatory for flights out of the country).

## Y. FUEL SURCHARGE

Due to the soaring fuel prices we have to apply fuel surcharge which is additional to the published rental price. Fuel surcharge will be adjusted on a weekly basis and go up or down, depending on local fuel prices. Fuel surcharge has to be paid for ALL wet rates regardless if you take external fuel or not. Fuel surcharges are posted at the AFA counter.

## Z. INSURANCE

Aircraft Liability is covered with \$ 1,000,000 Each Occurrence, \$ 100,000 Each Person. Medical Payments \$ 3000.— each Person, \$ 18,000.— each Occurrence. Student/Renter Liability: \$ 100,000.— each Occurrence. Waiver of Subrogation is NOT included.

**Territory covered: The United States (Excluding Alaska), Canada, Mexico and the Islands of the Bahamas and Caribbean.**

Deductibles: All aircraft \$ 250 not in motion. Single-Engine fixed gear \$ 1000 in motion. Single complex \$ 2500 in motion. Multi-Engine \$ 5000 in motion.

**RENTERS INSURANCE**

A renters insurance (non-owned insurance) is not mandatory for flights within the USA but we highly advise to get one through AVEMCO or AOPA since renter is responsible for deductibles in case of a damage. For all flights out of the USA a renters insurance is mandatory.

(This document comprises 6 Pages)

June 15th, 2010

American Flying Adventures