

BARABOO-DELLS FLIGHT CENTER, INC.
AIRCRAFT RENTAL AGREEMENT

This agreement made and entered this _____ day of _____ 20_____, between Baraboo-Dells Flight Center, Inc. (hereinafter known as "BDFC"), doing business at S3440 County Road BD Baraboo, WI 53913 and

_____ (hereinafter known as "renter").
residing at _____

1. WHEREAS BDFC is the owner, operator or manager of certain aircraft which are to be used for training and rental purposes; and
2. WHEREAS renter seeks to rent aircraft from BDFC; and
3. WHEREAS BDFC is willing to rent an aircraft to renter; and
4. WHEREAS BDFC will only rent aircraft to renter under the terms and conditions enumerated below.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein it is agreed by and between the parties herein

OPERATION:

5. The renter will follow all FAA regulations applicable at the time of flight.
6. The renter will operate the aircraft within the limits of the Aircraft Pilot Operators Handbook at all times.
7. The renter will only use the aircraft for personal, non-commercial purposes and will not engage in any commercial operation of the aircraft of any kind.
8. The renter will not operate the aircraft if the renter has consumed any alcoholic beverage or drug, whether prescription, over the counter, legal or illegal within twenty-four hours prior to or during operation of the aircraft or if having not consumed any of the foregoing substances within twenty four hours prior to operation of the aircraft if the renter's ability is nonetheless diminished in any manner by the consumption of any such substance at any time.
9. The renter agrees not to land the aircraft on runways that are turf, sod grass or in poor condition, shorter than 2,000 feet, areas that are enclosed, abandoned or not designated as an FAA approved airport.
10. The renter will not engage in formation flight.
11. The renter will not fly within 30 nautical miles of any thunderstorm or any cumulus cloud that may turn into a thunderstorm.
12. The renter will not operate the aircraft in less than 10 degrees fahrenheit.
13. The renter will not operate the aircraft in icing conditions.
14. The renter will fly within the limits of the renter's pilot's license and will not engage in flight for which the renter is not qualified.
15. The renter is prohibited from simulated emergency practice and over water flights beyond a gliding distance from land.
16. The renter agrees not to employ flight instructors to train, test or assist the renter in the aircraft other than those employed by Baraboo-Dells Flight Center, Inc.
17. The renter will undergo a flight proficiency check for the specific approval for each type of aircraft rented.
18. The renter will obtain an additional flight proficiency check when the renter has not flown for 90 days with Baraboo-Dells Flight Center, Inc. prior to scheduled flight and not less than annually in any case.
19. The renter will not take passengers in the aircraft unless the renter is qualified to do so and has made the requisite number of takeoffs and landings and has met all other qualifications necessary to do so in accord with FAA rules.
20. The renter will not engage in night flight operations unless the renter has met all of the necessary FAA prerequisites to do so in accord with FAA rules.

21. The renter will not operate under Instrument Flight Rules unless the renter holds an Instrument rating which is current and the renter is qualified to operate under instrument flight rules.

RENTER'S MAINTENANCE OF THE RENTED AIRCRAFT:

22. The renter will keep the aircraft neat, clean, and well secured when not attended by the renter.

23. The renter will comply with any and all placards or notices in the aircraft.

24. The renter will report maintenance discrepancies to Baraboo-Dells Flight Center, Inc. immediately upon identifying said maintenance discrepancies.

25. To obtain approval in advance from Baraboo-Dells Flight Center, Inc. for any emergency repairs to be performed by renter during the term of this agreement.

SCHEDULING:

26. Scheduling shall be only for the proposed flight.

27. A minimum of 2 hours per day will be charged for over-night flights over the weekend and must be approved prior to scheduling.

28. If the renter is more than thirty minutes late to pick up the aircraft after a reservation of the same has been accepted, then Baraboo-Dells Flight Center, Inc. shall have the option of re-renting the aircraft to a third party without any claim of right to use the aircraft by the renter. Additional charges may incur under such circumstances pursuant to the provisions hereinafter contained.

29. The renter shall leave an itinerary of flight plan with Baraboo-Dells Flight Center, Inc. prior to departure and notify Baraboo-Dells Flight Center, Inc. in the event of any departure from said schedule itinerary.

PAYMENT:

30. The renter shall pay the current posted rental fee based upon the time recorded on the aircraft's Hobbs meter time.

31. The renter shall pay instructor fees based upon the aircraft's Hobbs meter time plus ground instruction time.

32. All Hobbs meters are read to the next higher tenth of an hour. If a discrepancy is found on the Hobbs meter, a Baraboo-Dells Flight Center, Inc. employee must be notified prior to the flight. If the Hobbs meter is not in working order, the charge will be based on 1.3 times the time shown on the tachometer of the aircraft.

33. The renter shall pay all charges incurred at the time of service.

34. The renter shall pay all landing, parking, or other charges incurred at other airports.

35. The renter shall return the aircraft to Baraboo-Wisconsin Dells Airport, or be responsible for any and all expenses incurred in connection with returning the aircraft to Baraboo-Wisconsin Dells Airport.

36. Cancellations require a twenty-four hour notice by the renter or the renter will be charged fees representing one-half of the aircraft time booked and all of the instructor time booked.

STUDENT PILOTS:

37. If the renter is a student pilot, the renter covenants and agrees as follows:

38. To conduct solo flights, the renter must be approved by a BDFC flight instructor.

39. To fly the aircraft in the traffic pattern surrounding Baraboo-Wisconsin Dells Airport, visibility must be no less than four miles and ceilings must be no less than two thousand feet.

40. To fly beyond the traffic pattern of the Baraboo-Wisconsin Dells Airport, visibility must be no less than five miles and ceilings must be no less than three thousand feet.

41. To fly cross country, a flight plan must be filed with BDFC and also with the applicable Flight Service Station; visibility must be no less than eight miles at all points along the proposed route of flight, ceilings must be no less than five thousand feet at all points along the proposed route of flight.

FUEL:

42. Any fuel or oil purchased for aircraft by the renter shall be credited against the charges set forth in this agreement provided that accurate receipts for such expenditures are presented to BDFC, by the renter upon the return of the aircraft. The fuel reimbursement will be at the same posted price

per gallon at BDFC.

INSURANCE:

43. **Baraboo-Dells Flight Center, Inc., strongly recommends all renters to have Renters Insurance.** BDFC represents that it is insured for liability and hull damage with a deductible of \$1,000.00 for damages occurring to its fixed gear aircraft.
44. The renter shall be responsible for payment of any deductible or any part thereof for any damages incurred while the renter is renting the aircraft.
45. The renter shall also be responsible to indemnify Baraboo-Dells Flight Center, Inc., for any uninsured loss whatsoever for which Arrow, its successors, assigns and principals may be liable arising from the renter's rental of the aircraft without regard to any reason that the loss may be uninsured.
46. In the event that the aircraft is operated in violation of this agreement or the rules and regulations of BDFC the renter shall be liable for any and all damages to any and all aircraft, any and all persons, and any and all property damaged as the result of the renter's actions, inactions, omissions or failures to act which may have resulted in the damages incurred or for which BDFC, is being held liable.

CHOICE OF LAW:

47. This agreement is entered into and shall be construed under the laws of the United States of America and the State of Connecticut.

VENUE:

48. All disputes arising under this agreement shall be adjudicated in a court of competent jurisdiction located in Baraboo, WI, if said disagreements are able to be adjudicated in the State Court, or in Federal Court for the State of Wisconsin if said disputes may only be adjudicated in Federal Courts.

ENTIRE AGREEMENT:

49. This agreement sets forth the entire understanding between Baraboo-Dells Flight Center, Inc., and the renter and shall not be modified except as in writing between Baraboo-Dells Flight Center, inc. and the renter.

50. The renter covenants that the renter has read and understands this agreement.

TERM OF AGREEMENT:

51. The term of this agreement shall be indefinite. Nothing contained herein however shall prevent Baraboo-Dells Flight Center, Inc. from unilaterally terminating this agreement with or without notice to the renter.

NOTICE:

52. Notice under this agreement shall be in writing and mailed by certified mail at the address of the party contained in this agreement to the party to receive the notice or hand delivered.

WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS:

53. Should judicial intervention become necessary to resolve any dispute arising under the terms of this agreement, the renter agrees to waive the right to trial by jury.

54. The renter agrees not to assert any counterclaim in any action brought by Baraboo-Dells Flight Center, Inc., to enforce the terms of the agreement.

In witness whereof, Baraboo-Dells Flight Center, Inc., and the renter have set their hands and seals on

the date and year herein.

Renters name: _____

Signature: _____ Date: _____

Address: _____

Pilot certificate number: _____

Home phone: _____ Work phone: _____ Cell phone: _____

Parent or guardian if under 18 years of age: _____

Signature of parent or guardian: _____ Date: _____

Approved by: _____ Date: _____