



Aircraft Rental Agreement

Revision 1
June 1, 2022

**Mach 5 Aviation, Inc.
2409 Rickenbacker Way
Auburn, CA 95602
(530) 889-2000
www.mach5aviation.com**



Rental Terms and Conditions (Lessee / Lessor Aircraft Rental agreement)

1. In consideration of rental by Mach 5 Aviation, Inc., Lessor of aircraft for flight time, Lessee agrees that each flight made on or after the date this is signed, where Lessee is either student or pilot in command, will be bound by the following terms and conditions:

Lessee will:

- a. Comply with all provisions of the Mach 5 Aviation, Inc. Standard Operating Procedures (SOP), as amended which outlines requirements for such items as pre-flight, flight operations, post-flight requirements, etc.
 - b. Use the aircraft only for the purpose specified at time of rental and will in no event use it for transport of cargo or persons for hire or for carriage or transport of any hazardous or illegal substances at any time.
 - c. Not allow other persons to act as pilot in command, except during training flights with Mach 5 Aviation Inc. instructors.
 - d. Comply with all Federal, State, and local laws and regulations, as applicable.
 - e. Ensure that copies of current medical certificate, pilot certificate, ratings, flight review and renter's insurance (as applicable) are on file with Mach 5 Aviation.
 - f. Upon request, submit pilot logbook to Mach 5 Aviation dispatch for flight experience verification prior to aircraft dispatch.
 - g. Obtain weather forecasts and reports and check for temporary flight restrictions immediately before each flight, and will not fly when weather conditions are below the rated abilities of Lessee or when such conditions are forecast.
 - h. Use only those landing fields designated on a current aeronautical chart as airports with hard surface runways, except in an emergency or with pre approval by Mach 5 Aviation Inc.'s chief pilot.
 - i. Be responsible for proper servicing and security of aircraft.
 - j. Return aircraft at the scheduled time, weather permitting.
 - k. Ensure the Hobbs/tach sheet is completely, legibly, and accurately filled in.
 - l. Lessee will not have repairs made to any part of the aircraft or its equipment without specific authorization from Mach 5 Aviation Inc.
 - m. In the event of repairs where the estimated down-time exceeds 24 hours, the pilot in command has the option of:
 - 1) Returning by other means at Lessee's own expense, in which case expenses incurred in bringing the aircraft home will be borne by Mach 5 Aviation Inc., or
 - 2) Remaining with the aircraft at Lessee's own expense until repairs have been completed enabling completion of flight plan and return to home base.
 - n. Report all accidents as soon as possible to Mach 5 Aviation Inc. Furnish details of the incident to include names, addresses, phone numbers, and aircraft identification numbers of anyone involved.
 - o. Lessee will make no flights into foreign countries.
2. Long term / overnight aircraft rentals: Lessee agrees to pay a minimum of 3 rental hours per day for aircraft scheduled more than 8 hours on any given day. An exception to this is if the aircraft is scheduled from the evening (after 5:00pm) of one day to the morning (before 8:00am) of the next day. Other exceptions are at the sole discretion of Mach 5 Aviation.
 3. Lessee agrees to pay for all costs involved, including ferry time and/or other aircraft and pilot time when required, in the repair of aircraft damaged during the period Lessee is responsible, as defined in paragraph 11, below. In this regard, the aircraft is insured for hull damage, and in the event of an incident or accident the Lessee agrees to be responsible for all costs and fees associate with the incident / accident less any amounts covered by insurance(s).
 4. Lessee will not to permit liens to be placed upon aircraft without Lessor's written consent, and agrees to pay all charges incurred in connection with the use of said airplane during the term of rental.

5. Lessee agrees that in the event suit is instituted by Lessor to recover possession of the aircraft or to enforce any of the terms, covenants, and conditions, hereof or to collect any sum or sums of money, damages or costs from Lessee under this contract, or any sum or sums of money, for the use or rental of aircraft by Lessee, (Lessee agrees) to pay all costs and reasonable attorney's fees incurred by Lessor in such suit or fault.
6. Lessee agrees that if aircraft is to be kept longer than originally planned for any reason or the original destination is not reached, Lessee shall notify Mach 5 Aviation Inc. as soon as possible.
7. Lessee agrees to pay any and all tie-down/hangar/landing fees incident to flights away from home base.
8. Lessee agrees to record flight time from engine start to shutdown ("HOBBS" time).
9. Lessee agrees to deposit a prepayment of the minimum flight time required or have an open credit card on file, with Mach 5 Aviation, Inc. charge authority.
10. Lessee agrees to the following conditions regarding rental reservations and scheduling:
 - a. All flying time will be scheduled in advance by placing reservations on the Mach 5 Aviation Inc. on-line scheduling service.
 - b. Reservations should be made for the minimum desired time required to accomplish the flight, and renters should cancel unused time promptly.
 - c. Aircraft reservations will be held for thirty minutes after scheduled time. If not used or extended, they will be regarded as automatically relinquished and will be available for rescheduling and dispatch to another pilot.
 - d. Failure of the Lessee to cancel a reservation at least 24 hours in advance may result in charges as outlined in this document or the Mach 5 Aviation General Operations Manual. Exception are postponement or cancellation due to weather or maintenance issues.
 - e. Aircraft will not be scheduled, except for instructional purposes, unless Mach 5 Aviation Inc. records indicate the renter is thoroughly checked out in the aircraft and this authorization is documented in the pilot's information folder.
11. Lessee agrees that renter's responsibilities commence at the time of dispatch and terminate when the aircraft is properly tied down and the key(s) and Dispatch book have been returned to the company office (or placed in the after- hours box).
12. Lessee agrees to pay the additional fees and charges to Mach 5 Aviation Inc. for the following:

a. Failure to cancel reservations within 24hours:	See 10.d. above
b. Lost keys or Dispatch book	Replacement cost
c. Dead battery (master switch left on or overuse of avionics):	\$45.00.
d. Damage incurred due to improperly secured aircraft	Repair of damages
e. Failure to return keys and/or Dispatch book immediately after a flight:	\$20.00
f. Uninsured Loss to the aircraft.	Loss amount
g. Damaged or lost headset:	Repair or replacement cost
h. Any additional costs as outlined in the Mach 5 Aviation SOP	Repair/Loss amount
i. Non-sufficient funds (check)	Additional 50% of check amount
13. Notwithstanding anything contained herein to the contrary, Lessor shall in no way be liable for any damage of any kind or nature for personal property to the Lessee, his agents, employees, guests, or otherwise.
14. Lessee agrees that in the event aircraft must be abandoned away from home base for reasons other than repairs (refer to paragraph 1) lessee will be responsible for all charges and fees incurred in returning the aircraft to Mach 5 Aviation Inc.
15. Lessor reserves the right to cancel this agreement at any time, for any or no reason, and with no prior notice to Lessee.
16. Lessor will credit Lessee's account for fuel and oil purchases and authorized repair purchases (refer to paragraph 1) made while renting aircraft, provided the receipts are submitted within ten days of purchase. Lessee acknowledges that no cash refunds will be made.

17. Lessee acknowledges that Mach 5 Aviation carries Hull and Liability insurance coverage, but that if negligence is discovered on the part of the Lessee, Lessee may be held liable for the entirety of costs and liability incurred.
18. All rental pilots must possess an active/current aircraft renter's insurance policy or be enrolled and current in the Mach 5 Aviation Insurance Deductible Pool as outlined in the Mach 5 Aviation Standard Operating Procedures.
19. Lessee agrees that monies placed on account for aircraft rental, simulator rental, or instruction are non-refundable and will be flown off or used for other purchases at Mach 5 Aviation. Funds left on account for over 2 years without activity will be considered forfeited. Exceptions to this policy are at the discretion of Mach 5 Aviation, Inc.
20. Hold Harmless: Lessee agrees to indemnify, defend and hold harmless Mach 5 Aviation, Inc, their directors, officers, agents and employees from and against all liabilities, demands, claims, damages, suits or judgments, including costs and expenses incident thereto, because of injury or death to persons, or loss, damage, destruction of property, including the property of Mach 5 Aviation, contractor and third persons, arising out of the performance of or failure to perform services pursuant to this Agreement; provided, however, that such indemnity and hold harmless obligation shall not extend to liabilities arising out of the gross negligence or willful misconduct of Mach 5 Aviation, Inc.
21. Default. In the event of any breach or default of this Agreement by either Lessee or Lessor, this Agreement shall be terminated immediately, and Mach 5 Aviation will have the right to immediately confiscate the aircraft.
22. Entire of Agreement. This Agreement and the associated documents (such as the Mach 5 Aviation SOP), constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.
23. Waiver. Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.
24. Assignment. This Agreement may not be transferred or assigned without a written authorization signed by an authorized agent of Mach 5 Aviation.
25. Severability. The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.
26. Paragraph Headings. The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.
27. Governing Law. This Agreement a is contract executed under and to be construed under the laws of the State of California. Both parties consent to submit any disputes related to this Agreement to the jurisdiction of the Placer County Court.

Signatures and Acknowledgments:

IN WITNESS HEREOF, the parties have executed this Aircraft Rental Agreement and acknowledge receipt of copy, as of

The _____ day of _____, 20_____

LESSEE (print full name) _____ (signature) _____

Lessee address _____ City _____ State _____ Zip _____

Lessee E-mail: _____

Mach 5 Aviation Inc. Representative:

(print full name) _____ (signature) _____