

**Executive Flight Institute, LLC**  
37680 Sky Canyon Suite 11  
Murrieta, CA 92563

**RENTAL AGREEMENT**

RENTER PILOT'S NAME: \_\_\_\_\_ (hereinafter known as "Renter").

**A. GENERAL**

1. This Rental Agreement shall govern the relationship between Executive Flight Institute, LLC (hereinafter known as "EFI") and Renter for all subsequent rentals of aircraft from EFI to Renter, unless superseded or canceled by written agreement respecting such subsequent rentals.
2. Renter agrees to use the aircraft for his own business and personal purposes, and in no manner as an agent of EFI. Renter will not conduct flights for hire or instructional purposes.
3. Renter acknowledges that the aircraft is the property of EFI, that he will have the opportunity to inspect the aircraft prior to use, and to refuse acceptance if not in good mechanical condition. Renter agrees to return the aircraft to EFI in the same condition as received on the return date stated, or upon demand of EFI. Ordinary wear and tear is expected.
4. EFI has the right to cancel this agreement at any time without prior notice to Renter.

**B. SPECIFIC REGULATORY**

1. Renter shall be currently licensed by all appropriate authorities to operate any aircraft rented from EFI, will possess a valid FAA medical certificate, and agrees to be checked out and endorsed by an authorized CFI representing EFI. Said instructor may sign off other aircraft if the pilot demonstrates skill in equivalent aircraft.
2. Renter agrees to contact an FAA Flight Service Station for all information concerning their flight, and, for flights over 50 nautical miles, will file a flight plan (both directions) with destination noted on the schedule book.
3. Renter agrees to use only airports that have paved runways of 1500 feet or greater in length that are listed in an approved airport facilities directory, except in an emergency.
4. Renter assumes responsibility for the airplane to be properly fueled, oiled and secured at all times while the aircraft is under his or her command, regardless of destination, and is responsible for securing the aircraft at the time of return to aircraft home base of operations. Renter agrees to pay all landing fees, tie down fees, ect. while the aircraft is under his or her command. EFI will assume no responsibility for any fees incurred during time rented by Renter.
5. If aircraft is to be kept longer than originally planned for any reason, or if the original destination is not reached, Renter shall immediately notify EFI. Renter shall be responsible for any extra expense incurred as a result of such delays, except as allowed for by unavoidable maintenance, weather, illness or emergencies.

6. Upon return to EFI, Renter agrees to pay all charges incurred during normal use of the aircraft. Flight time shall be taken from the Hobb's meter or tach time reading as set forth for individual aircraft, from engine start to shut down. Renter is responsible for noting and reporting any discrepancies to flight office prior to flight operations to avoid unnecessary charges.
7. For night or long flights, approximate cost of flight must be paid for in advance of flight, the cost of which will be estimated by EFI.
8. EFI reserves the right to charge a minimum "Daily Rate" of 3 hours of flight time for each weekday that the aircraft is reserved, or a minimum of 4 hours for Saturday, Sunday and holidays.
9. Cancellation of flights: **See "EFI Policies and Procedures Manual"**.
10. Scheduling and use of the aircraft is to be conducted in the best possible manner with consideration of all other Renter pilots.
11. Any inactive prepaid accounts will be assessed a \$49.00 per month administrative fee, beginning at the sixth consecutive month of inactivity. Once the inactive account is at zero balance, it will be closed.
12. If fuel is purchased off-field (F70), fuel will be reimbursed at the current EFI fueling rate with the FBO. Please retain receipt for reimbursement and provide to EFI check-in staff within 5 business days.
13. THE AIRCRAFT WILL NOT BE OPERATED:
  - a. In violation of any of the terms of this Rental Agreement.
  - b. By anyone other than the authorized pilot (Renter).
  - c. By any person under the influence of alcohol or narcotics.
  - d. In violation of any FAA rules or regulations.
  - e. In violation of federal, state or local laws.
  - f. In violation of airport rules in noise abatement procedures.
  - g. Beyond operating limitations described in the aircraft manual of said aircraft.
  - h. For flight instruction and/or any commercial purpose.
  - i. Outside the continental United States (unless specifically authorized in writing).
  - j. Beyond weight and balance limitations; additionally, total number of passengers cannot exceed the number of seats.
  - k. In special VFR operations (student pilots only).
14. CHECKOUTS OR ENDORSEMENTS ARE REQUIRED FOR SPECIAL OPERATIONS:
  - a. Operations at night – local or cross country.
  - b. IFR operations.
  - c. Flights to and from Catalina Airport.
  - d. Flights to and from high density altitude airports, such as Big Bear.

These requirements may be waived by the Chief Pilot upon review of the pilot's qualifications.

**C. LEGAL/INSURANCE:**

1. Renter acknowledges that before conducting ANY solo operations, he or she is REQUIRED to carry a "Non-Owned" or "Renter's" insurance policy from a reputable aircraft insurance provider. Insurance policy must have a "Hull Damage" clause which covers up to a minimum of \$30,000.00 USD worth of damage to any aircraft he or she rents from EFI. A current copy of this insurance policy must be kept on file with EFI at all times.
2. Renter agrees to be responsible for any and all damages resulting from Renter's negligence, regardless of whether or not the Renter's insurance policy covers that damage.
3. Renter agrees not to permit any repairs or liens to be placed upon the aircraft without EFI's written or verbal approval.
4. Renter agrees that in the event a lawsuit is instituted by EFI to recover possession of the aircraft or to enforce any terms, covenants and conditions of this contract hereof; or to collect any sum of money, damages or costs from Renter under this contract; or to collect any sum or sums of money for the use or rental of the aircraft by Renter, that Renter agrees to pay all costs and reasonable attorney's fees incurred by EFI as a result of such lawsuit or default.
5. EFI shall in no way be liable for any damage or loss of any kind or nature whatsoever of the personal property of the Renter, his agents, employees, guests or otherwise.
6. **Insurance Company Requirement:** Renters of Fixed Gear Aircraft who have not flown in the preceding 90 days are required to fly with an instructor for an evaluation of skills.
7. **Insurance Company Requirement:** Renters of Complex Aircraft who have not flown in the preceding 60 days are required to fly with an instructor for an evaluation of skills.
8. Renter acknowledges that he or she has read, understands and agrees to the policies and procedures included in the **EFI Standard Operating Procedures**.
9. Renter acknowledges that, although this Rental Agreement has been prepared by EFI on a printed form, Renter has had the right to discuss each and every term, covenant and condition of this Rental Agreement. Renter acknowledges and agrees that he or she has raised all points regarding the above terms, covenants and conditions that Renter has deemed necessary or desirable to raise, and that each and every item as it appears constitutes material consideration to EFI, inducing EFI to enter into the Rental Agreement with Renter as signed and dated as follows.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RENTER PILOT: \_\_\_\_\_

EXECUTIVE FLIGHT INSTITUTE, LLC: \_\_\_\_\_