



EFI Rental Agreement

As a condition precedent to renting an aircraft owned by Executive Flight Institute, LLC, Sowards Aircraft Leasing, LLC or California Professional Flyers, Inc. ("EFI") at any time now or in the future, I have read, understand, and agree to abide by all current procedures and policies (as represented herein and as updated periodically in the "EFI Policies & Procedures" manual). I agree and I understand that the rules may be more restrictive than applicable federal, state, or local statutes, ordinances, rules and/or regulations.

1. I agree to comply with all federal state and local regulations.
2. I will inspect and make a complete pre-flight check of the aircraft, its equipment and accessories before takeoff using the manufacturer's recommended publications and/or the flight school's/ company's required documents and will not operate the aircraft unless I am satisfied with its airworthiness and the proper function of all equipment and accessories.
3. I agree to return the aircraft at the scheduled time, weather permitting, and will return it in the same condition that I received it, normal wear and tear expected. I will call the flight school dispatch if delays to my scheduled flight times are encountered.
4. I agree to report all aircraft discrepancies/malfunctions immediately prior to my flight. If a discrepancy/malfunction is noted, I will not begin flight unless authorized by an EFI dispatcher, maintenance official or other authorized person. In the case of a distant flight, I will notify the flight school of the problem, and dispatch and maintenance will work together to decide a course of action. The flight school has final authority to make the decision on how best to handle distant discrepancies/malfunctions.
5. At the conclusion of the flight, the aircraft is to be returned to its dedicated parking spot and properly secured with tie downs and chocks, as appropriate. The aircraft interior is to be left neat and clean with all personal belongings and trash removed. FUEL STICKS, STRAINERS AND POH'S MUST REMAIN IN THE AIRCRAFT. EFI is not responsible for lost or stolen items left in the aircraft. The ignition and master switch must be turned off, control lock installed, and sunshade installed. **Failure to turn the master switch off/drained battery will result in a \$100.00 charge. Failure to return aircraft to its designated parking space, properly tie down the aircraft, install the sunshade or install the control lock will result in a \$25 fee.**

6. I agree not to allow anyone other than myself to operate or manipulate the controls or equipment/accessories while the aircraft is operating.
7. I agree to use the aircraft solely for the purpose of personal, recreational flying only and will not use the aircraft for any type of instruction or for hire or for any other commercial use or activity.
8. I will not make any flight for which I have not met FAA and/or flight school currency requirements or insurance requirements. I understand that I must hold a current FAA medical certificate and be properly certified in category and class. Currency requirements set forth in FAR 61.57 must also be met. I understand that I must also hold the appropriate complex aircraft sign-off, if applicable to the rental. I understand it is my responsibility to have copies of these documents and my currency records available for review prior to flight.
9. I am aware that an aircraft checkout with a staff flight instructor is required prior to any rental. It is my responsibility to complete the written and flight school currency sheet and keep a copy in my file. A rental checkout will consist of at least an hour of flight time, and will include a review of takeoffs and landings, flight at minimum controllable airspeeds, stalls and recoveries, aircraft systems and appropriate operating speeds. I also agree to comply with company policy requiring recurrent training and proficiency checks.
10. I agree not to land at any public/private airport that is not authorized by the flight school. Please refer to the "EFI Policies & Procedures" manual for a list of approved airports.
11. I agree to obtain weather reports and forecasts prior to flight. I agree to discontinue the flight if the ceiling and visibility are less than the minimums at any time during the flight.
12. I will not attempt a flight if winds are greater than the maximum crosswind component of the aircraft, or my personal minimums, whichever is less.
13. I will have in my personal possession during each flight; a pilot certificate with appropriate ratings, a current medical certificate, approved photo ID and endorsements (if required).
14. I will not operate the aircraft within 12 hours of drinking an alcoholic beverage or if using any type of prescription or non-prescription drug that may affect my flying. I will not smoke in, or within 50 feet of, any EFI aircraft.
15. I will not operate the aircraft over water without appropriate survival gear for all occupants on board.
16. Except for the purpose of takeoff and landing, I will not operate the aircraft at an altitude below that which would permit a safe landing without hazard to persons or property on the ground.

17. I will not practice or intentionally conduct a spin.
18. I will land only on public use, paved runways. Landing on sod or grass runways will be considered on a case-by-case basis.
19. I agree to remain at least 50 feet from any aircraft, structure or vehicle while operating the aircraft and will follow flight school procedures for refueling aircraft at an airport other than my home field.
20. I will ensure that the aircraft has sufficient fuel on board to arrive at my destination with at least a (1) hour reserve and will discontinue the flight if my reserves are less than this minimum.
21. I agree to report any accident/incident/emergency/precautionary procedure in accordance with the EFI Policies & Procedures manual.
22. I agree that in the event of a precautionary/emergency landing, I will notify EFI immediately after landing and that I am solely responsible for the safety and security of the aircraft until relieved by an EFI official.
23. I agree that EFI will not be liable or responsible for any loss or damage suffered by me due to aircraft availability, malfunction, or my failure to arrive at my destination on a timely basis. I agree that EFI makes no implied or express warranties concerning this rental.
24. I agree to pay for all posted charges including any landing fees that may be paid by EFI on my behalf as a result of any of my flights.
25. I will not do touch and go landings in any complex aircraft owned by EFI unless accompanied by a CFI.
26. I will not fly any aircraft from the right seat unless accompanied by a CFI or approved by Chief Flight instructor.
27. I understand that there may be a rare occasion that a checkride in the aircraft scheduled will take precedence over a rental flight. A rental flight may also be cancelled due to maintenance issues.
28. Overnight flights: Extended aircraft rentals (over 4 hours) will be charged a minimum flight time. Please refer to the "EFI Policies & Procedures" manual for current minimum rates. All flights longer than two days must be approved by EFI management.
29. Cancellations: Aircraft rentals and dual lessons may be cancelled for any reason and without charge if there is a minimum of (12) hours notice given. If less than (12) hours notice is given and weather or illness is not a factor, the student/renter will be charged (1) hour of instruction time. After (3) no shows or late cancellations, the full (2) hours of

instruction time will be charged. Only a CFI can weather-cancel an instructional flight. Please refer to the "EFI Policies & Procedures" manual for the procedure for cancelling a flight.

30. Off Field Fuel: It is the responsibility of the PIC to ensure adequate fuel is on board for the flight plus one hour of reserves. All fuel reimbursements will be charged at a fuel rate equal to the rate posted at The Jet Center at F70.
31. All renters are required to obtain independent Renter's Insurance with a minimum hull liability coverage (all other policy limits are up the renter's discretion). Students are not required to obtain this coverage until they are ready to solo. Proof of coverage MUST be on file with EFI prior to solo flight. Please refer to the "EFI Policies & Procedures" manual for current insurance requirements.

Notice to rental pilots: EFI carries insurance to cover the event of an accident/incident resulting in damage or injury to persons or property on the ground or damage to the aircraft. However, if the pilot is held responsible for the accident, the insurance company may exercise a subrogation clause and attempt to recover costs from the pilot. In addition, EFI aircraft carries a \$5000 insurance deductible. In the case of an incident where it is determined that the pilot is at fault, EFI reserves the right to recover the amount of the deductible from the pilot.

32. Payment: I agree to promptly pay EFI for charges incurred during normal use of the aircraft. Flight time shall be taken from the Hobbs meter or tach time reading as set forth for individual aircraft, to the nearest tenth, from engine start to shut down. I agree to reimburse EFI for the value of any parts, accessories, instruments, and other items which are missing from the aircraft when it is returned to its home base, when loss is due to neglect to properly lock and secure the aircraft when left unoccupied during the rental period

This AGREEMENT supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein and constitute the entire agreement of the parties.

AGREEMENT may be amended by EFI, as required.

Pilot certifies that all information supplied to EFI is true and correct.