



## CARGILL AERONAUTICAL ACADEMY AIRCRAFT RENTAL AGREEMENT

**The following aircraft rental policies, terms, and conditions apply to all flights utilizing rented aircraft owned by Cargill Aeronautical Academy (the “Academy”).**

**In consideration for my rental of the Academy’s aircraft (the “Aircraft”), I, \_\_\_\_\_ (the “Renting Pilot”), hereby acknowledge, affirm and agree to the following policies, terms and conditions:**

1. I am responsible for the safe and conscientious operation of the Aircraft until it is returned and securely tied down at the Academy’s facilities.
2. I shall operate the Aircraft in accordance with all current, applicable Federal Aviation Administration (FAA) regulations.
3. I shall not use the Aircraft for flight instruction to any individual, unless I am an authorized Academy Instructor on a specified dual training flight.
4. I agree to land only at FAA designated airports that are reasonably considered safe and suitable under the prevailing conditions.
5. I shall not authorize or allow any person not herein named as a Renting Pilot to operate or handle the Aircraft.
6. If I am unable to return the Aircraft at the agreed upon time for any reason, I agree to immediately contact the Academy.
  - 6.1. If during hours of operation – 717-447-0445
  - 6.2. If after hours of operation – 717-332-9564
7. I agree to pay any and all landing fees, tie down fees, or any other charges incurred by me while the Aircraft is in my possession.
8. I agree not to schedule any overnight flights without the prior written approval of Academy management.
9. Unless otherwise agreed by Academy management, in advance, I shall pay a minimum charge of four hours for each day that the Aircraft is in my possession.
10. In the event of an accident of any nature or severity, I shall immediately report said accident to the Academy, together with the names and addresses of witnesses and involved parties, if any. I will not permit the Aircraft to be moved unless expressly authorized by the Academy or local, state, or federal authorities. If authorized or directed to move the Aircraft, I shall use caution and best efforts to protect the Aircraft and its equipment from further damage.
11. I agree to pay to the Academy an interest charge on any past due balance (30 days or more overdue). Interest charges will be computed at 18% APR or 1.5% per month or 0.0493% per day, whichever is greater.
12. I agree to accept the Hobbs Meter reading to the next highest tenth if displayed. If no Hobbs Meter is installed, the tachometer will be used as the base and the billable time will be computed at 1.2 times the tachometer time. In the event the starting time is recorded incorrectly, I shall immediately notify Academy management before starting the flight.

13. I am responsible for the cost of recovering the Aircraft in the event it is abandoned off Academy property. This includes transportation expenses for one pilot to the abandoned Aircraft, pilot time at standard solo rate for all time recorded on the Aircraft while away from home base, and all other costs directly related to retrieving the Aircraft.
14. I am required and obligated to obtain weather reports and forecasts, to file FAA flight plans for all cross-country flights, and to use the Aircraft only for the purpose and over the route specified therein.
15. In the event fuel needs to be purchased for the Aircraft, I will have it credited to my account for the lessor of the purchase amount or Academy's current fuel rate. I understand all purchases must be documented with an original receipt at the time the Aircraft is returned.
16. After each flight, I will ensure that the Aircraft is securely tied down in a proper area, master and ignition switches off, controls secured, and doors locked.
17. I agree to remain current in each Aircraft I fly in accordance with Federal Aviation Regulations and to have a recheck if I have not flown an Academy aircraft within the preceding ninety (90) days.
18. I agree to accept and abide by the current "No Show" policy of the Academy detailed in this Paragraph 18. If I am unable to fly an aircraft as scheduled for whatever reason, I will cancel the flight or notify the Academy at least twelve (12) hours prior to the scheduled flight time. If I am more than fifteen (15) minutes late for a scheduled flight and the flight cannot be reasonably completed in the remaining time scheduled, I agree to have the flight labeled as a "No Show" and pay a fine equal to one half (½) of the time scheduled at the Aircraft's normal rental price for a solo flight or one half (½) of the time scheduled at the Aircraft's normal rental price plus full time scheduled for the appropriate instructor for a dual flight.
19. I agree to pay all sales and use taxes in accordance with state laws.
20. I agree to pay all airport authority fees.
21. I shall not perform, or authorize the performance of, any repairs or adjustments on the Aircraft without prior authorization from Academy management.
22. I shall not make any purchases in relation to the Aircraft without prior authorization from Academy management.
23. The Academy recommends that all pilots purchase renter's insurance. Although all aircraft are insured by the Academy, I acknowledge that if I choose not to purchase renter's insurance, I accept liability for any personal injury or property damages caused by the Aircraft while in my possession.
24. I will not smoke in the Aircraft.
25. I agree to provide all necessary personal identification as requested by the Academy including, but not limited to, my driver's license, passport, and applicable visas.
24. I acknowledge that I will be subject to a background check and associated fees as required by the FAA.
25. I will maintain Aircraft security and cleanliness by following a provided checklist (i.e.: electrical switches, fuel selector valve, control-lock, proper tie-down, locking all doors and installing pitot tube cover) and removing all trash from the flight deck after each flight. Violation of this security and cleanliness policy is subject to a Fifty Dollar (\$50.00) clean up fee.

[Signature Page Follows]

Name (Print Please) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

I am the parent or legal guardian of the minor named below. I have the legal right to consent and hereby do consent to the terms and conditions of this Aircraft Rental Agreement on behalf of the participant named below.

Names of Participant(s) under the age of 18: \_\_\_\_\_

Guardian Name (Print Please) \_\_\_\_\_

Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_