



AIRCRAFT RENTAL AGREEMENT

Effective July 2021

In order to induce AMS AVIATION, INC to rent an airplane to me and give me care, custody, and control of it, I agree to abide by the following rules. I understand that the rules may be more restrictive than applicable federal, state, or local statutes, ordinances, rules and/or regulations.

- I agree to comply with all federal state and local regulations.
- 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.
- I agree to return the aircraft at the agreed 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.
- I agree not to allow anyone other than myself to operate or manipulate the controls or equipment/accessories while the aircraft is operating.
- 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.
- 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.
- 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.
- I agree all flights will be completed at sunset and agree not to fly at night unless authorized and current to fly at night.
- I will not make any off-airport or water landings.
- I agree not to land at any public/private airport that is not authorized by the flight school.

- I agree to file and open a flight plan with the FAA on all flights that exceed 25 nm and to provide a copy of the flight plan.
- 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.
- 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.
- 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).
- 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 company aircraft.
- I will not operate the aircraft over water without appropriate survival gear for all occupants on board at renter expense.
- 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.
- I will not practice or intentionally conduct a spin.
- I will land only on public use, paved runways. Landing on sod or grass runways will be considered on a case-by-case basis.
- 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.
- I will insure that the aircraft has sufficient fuel on board to arrive at my destination with at least a one-hour reserve and will discontinue the flight if my reserves are less than this minimum.
- I agree to report any accident/incident/emergency/precautionary procedure in accordance with the Flight School Regulations/Safety Procedures.
- I agree that in the event of a precautionary/emergency landing, I will notify the school/company immediately after landing and that I am solely responsible for the safety and security of the aircraft until relieved by a school/company official.
- I agree that the school/company 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 the school/company makes no implied or express warranties concerning this rental.
- I agree to pay for all posted charges including any landing fees that may be paid by the school/company on my behalf as a result of any of my flights.

- I agree to report all aircraft discrepancies/malfunctions immediately for both local and distant flights. Once a discrepancy has been reported, maintenance must sign-off the aircraft to resume flight locally. I will not begin flight unless authorized by a school/company dispatcher or other authorized person immediately prior to a local flight. In the case of a distant flight, I will notify the flight school of the problem. The Flight schools 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.
- I agree to wear appropriate footwear that is strapped or tied and will not slip off my foot in flight.
- I will not do touch and go landings in any complex aircraft owned by **AMS Aviation, Inc.** unless accompanied by a CFI.
- I will not fly any aircraft from the right seat unless accompanied by a CFI, or approved by Chief Flight instructor.
- I agree to complete an **AMS Aviation, Inc.** dispatch form prior to flight. I agree to assist **AMS Aviation, Inc.** in scheduling checkrides for the flight school. I understand that there may be a rare occasion that a checkride in the aircraft scheduled will take precedence over the rental flight.
- Overnight flights – one overnight is acceptable and paid based on hobs time. If an aircraft is to be gone longer than 2 days the cost is the hobbs time plus a cost of 2 hours per none travel day. All flights longer than two days must be approved by the Chief Pilots office.
- Cancelations for reasons other than weather or with approval of AMS Flight instructor will be charged a minimum of 1 hour flight and ground instruction.
- 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 a rate equal to the reimbursed rate posted at AMS Dispatch.
- All aircraft rentals are subject to meeting all company and insurance requirements set forth by **AMS Aviation, Inc.**

Notice to rental pilots: **AMS Aviation, Inc.** 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, **AMS Aviation, Inc.** aircraft carry deductibles ranging from \$1500-\$2500 (depending on type of aircraft). In the case of an incident where it is determined that the pilot is at fault, **AMS Aviation, Inc.** reserves the right to recover the amount of the deductible from the pilot. **AMS Aviation, Inc.** requires that renter pilots obtain independent renters insurance in the following amounts for C-172 \$75,000, PA-28R \$100,000, PA-23 \$150,000.

I have read and understand this agreement on this, the _____ day of _____ 202__

Signature

Print Name