

RED ARROW AVIATION AIRCRAFT RENTAL AGREEMENT SAFETY PROCEDURES AND ORIENTATION FOR STUDENTS AND RENTERS

The management of *Red Arrow Aviation* has adopted the following policies and procedures. All students must fully comply with them. Where applicable, all rated pilots renting aircraft from *Red Arrow Aviation* must comply with these policies and procedures without exception. These policies and procedures are to provide for a safe, fair, and efficient program of flight training and rental for all participants. *Red Arrow Aviation* reserves the right to refuse to rent an aircraft or provide any services to any person.

DEFINITIONS

STUDENT: A person holding a *Student Pilot Certificate* or a Pilot who is rated at the *Private Pilot* level or higher, who is receiving training at *Red Arrow Aviation*. This includes those who may be receiving training in an aircraft that they own, or that the Student otherwise provides. Persons providing a training aircraft other than those provided by *Red Arrow Aviation* will be required to comply with all company policies and procedures.

RATED PILOTS OR RENTER PILOTS: A person having at least a *Private Pilot Certificate* with an ASEL rating who has been approved to rent aircraft from *Red Arrow Aviation* and in doing so, act as the Pilot In Command (PIC). Persons renting aircraft from *Red Arrow Aviation* must have the following minimum experience before carrying passengers:

1. Be a rated airplane pilot, with a current pilot certificate with appropriate ratings, and without nighttime restrictions.
2. Have a minimum of 40 hours PIC time in airplanes.
3. Have a current medical.
4. Have a current biennial flight review (BFR).
5. Have type rating for aircraft being rented.
6. Renters are required to have a check out flight every 12 months, this includes a flight and written test.

PAYMENT POLICY

Red Arrow Aviation requires that customer accounts remain either current, or with a positive balance. If a Student or Renter has a negative account balance and is unable to pay the balance before a scheduled flight, the flight may be cancelled and the Student/Renter may be subject to the cancellation fee as outlined below. *Red Arrow Aviation* accepts the following as payment for flight training and training supplies:

1. Cash, Cashier's checks, and Money Orders.
2. In-state checks with Picture ID (there will be a \$29.00 charge for returned ^{[[L]]}_{[[SEP]]} checks).
3. Visa, MasterCard, American Express, and Discover Card.

Student/Renter expressly acknowledges personal liability for and payment of:

- Service and time charges computed in the applicable method for the rates until the aircraft is returned to the home base airfield of *Red Arrow Aviation*.
- Any loss or damage to the aircraft, accessories, components, parts, and equipment during the rental period.
- The amount of any parking, tie down, hanger charges until the aircraft is returned to the home base airfield of *Red Arrow Aviation*.

Credit for fuel purchases will be reimbursed based on the presentation of valid receipts at the time of return of the aircraft to the home base airfield of *Red Arrow Aviation*.

CANCELLATION/NO SHOW/NOT PREPARED/MINIMUM USE OF EQUIPMENT

Any Student or Renter who has reserved equipment and/or time with an instructor and does not give a minimum of 24 hours prior notice in writing, is subject to a cancellation charge which will be equal to the cost of one and a half (1.5) hours of the equipment rental rate AND two (2) hours of Instructor rate. Any cancellation done with more than 24 hour notice is not subject to a cancellation charge.

Student/Renter should reserve equipment considering the actual amount of time they will utilize the equipment. If the aircraft is not utilized at least 75% of the total time reserved, *Red Arrow* reserves the right to charge up to a total of 75% of the time the equipment was reserved, independent of the actual time utilized.

Flights may be cancelled without charge due to mechanical and/or airworthy issues with an aircraft or due to weather. Both of these issues must be corroborated by *Red Arrow* personnel as a justifiable reason for cancellation not to incur a cancellation charge.

SCHEDULE CHANGES

Schedule changes and reservations can be accessed through the web site of www.flightschedulepro.com with the identity and password provided by Red Arrow Aviation, shall be made directly with the Dispatch Manager. The schedule changes shall be inputted into the system a minimum of twenty-four (24) hours in advance to allow for other people to reserve the aircraft and Instructor. Dispatching procedures may change, please check with Red Arrow Personnel for any changes.

LOGGING OF HOBBS TIME

After each flight, the Hobbs time shall be recorded on the aircraft log sheet provided in each aircraft. The highest visible number should be logged in the aircraft logbook. This will eliminate any discrepancies over the logging of Hobbs time. In the event a Pilot is ready to use the aircraft and the log time appears to be incorrectly entered, contact *Red Arrow Aviation* prior to departure.

CALCULATING FLIGHT AND GROUND INSTRUCTION

All instruction time will be billed at the prevailing rate. This time will include any time the Instructor spends with the Student that includes but is not limited to: ground instruction, preflight review, preflight inspection of airplane, flight time, post flight inspection. Should the Student arrive late, the time the Instructor waited will be charged at the prevailing rate.

GROUND REVIEW, PREFLIGHT INSPECTION, AND CHECKRIDES

The ground review includes an oral interview by a CFI(I), and written exam. Each Student and new Renter Pilot must complete the *Ground Review Written Exam* for each Make and Model aircraft that they intend to fly. The review will be good for the following 12 calendar months.

Each Renter must have a checkout flight for each Make and Model aircraft that they desire to rent from *Red Arrow Aviation*. The checkout flight will include common flying skills, emergency procedure review, and radio proficiency. Additional items may be included at the discretion of the Instructor. The aircraft time and Instructor time will be billed at prevailing rates. The checkout flight will be required every 12 months unless there is reason for a spot check as established by *Red Arrow Aviation*.

In the course of normal operations Pilot shall preflight the aircraft according to manufacturer's prescribed procedure. Pilot shall use the manufacturer's recommended pre-takeoff, cruise, and pre-landing checklists.

PRESENCE OF INSTRUCTOR DURING PREFLIGHT

Due to the importance of performing a proper preflight inspection, it is *Red Arrow Aviation's* policy that the Instructor may, at his/her discretion, opt to supervise each Student preflight. The Student will be charged the ground instruction rate for this time.

WEATHER MINIMUMS

- Dual flights with Instructor

Conditions will be evaluated and flight departure will be at the discretion of the Instructor.

- Solo flights

All solo flights must be approved by a *Red Arrow Aviation* Instructor before departure. **There are no exceptions.**

Visibility – As specified by the Instructor in the solo endorsement. Students will not be endorsed to fly solo if the ceiling is below 2500' and/or the visibility is less than 5 miles.

Wind Limitations – As specified by the Instructor in the solo endorsement. **Under no circumstance will Students be permitted to fly solo in winds that exceed fifteen (15) knots with a five (5) knot gust spread or crosswinds greater than ten (10) knots without prior endorsement from a Red Arrow Aviation Instructor.** Continued flight in moderate, severe, or extreme turbulence is prohibited.

Renters

Renter shall fly only from seat(s) of the aircraft for which he/she is checked out to fly unless there is a CFI onboard. Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and en route, ceiling of 3,000 feet and five (5) miles or greater visibility, unless Renter and aircraft being flown is instrument rated, current for IFR, and specifically approved by *Red Arrow Aviation*.

Renters and Students must obey all applicable FAA regulations and POH limitations.

PROCEDURES FOR HANDLING, STARTING, AND TAXIING AIRCRAFT ON THE RAMP

All Pilots will avoid taxiing over any surface that has any debris or litter that may be ingested into the engine cowl or be blown onto the aircraft surfaces.

All Pilots will taxi only on paved surfaces and where marked for taxi traffic.

All Pilots will taxi at a speed similar to a brisk walk and will yield to other aircraft when appropriate,

and will announce clearly by radio their intentions when crossing active areas.

All Pilots are responsible for handling the aircraft (e.g., pushing/pulling) as specified in the *Pilot Operating Handbook* (“POH”). It is the responsibility for all Pilots to be thoroughly familiar with the POH.

TAKE-OFF AND LANDING AREA

No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with paved runways of no less than 2,500 feet. All other take-off and landing circumstances require a sign-off from a *Red Arrow Aviation* Certified Flight Instructor.

OTHER CONDITIONS AND REQUIREMENTS

No individual shall ever operate any aircraft under the influence of any intoxicating substances; including but not limited to liquor, medicines, sleep aids, *etc.* **There shall be a minimum period of at least twelve (12) hours after the last use of such substances before any individual may be authorized to operate any aircraft, and then solely with the express authorization of Red Arrow Aviation.**

The Renter shall comply with all federal, state, and local regulations.

As *Red Arrow Aviation* is being represented when you operate the company aircraft the Renter shall always be polite and courteous,

INSURANCE

Renters and Students must have their own renters insurance with a minimum coverage of at least thirty thousand dollars (\$30,000) for aircraft damage liability coverage. Renters must also have the minimum coverage available for bodily injury and property damage liability.

FIRE PRECAUTIONS AND PROCEDURES

Smoking is prohibited on the *Red Arrow Aviation* premises.

Smoking during preflight, or within 100’ of any *Red Arrow Aviation* aircraft is expressly prohibited.

Smoking in the aircraft by any person is expressly prohibited. It is the PIC’s responsibility that all persons on board the aircraft adhere to this policy. There are no exceptions.

UNPLANNED LANDING PROCEDURES AND ABANDONMENT

In the event of a precautionary or emergency landing, the PIC will immediately notify *Red Arrow Aviation*. The aircraft will not be returned into service upon landing. The PIC will be responsible for the aircraft until releasing it to a *Red Arrow Aviation* representative.

If the aircraft is abandoned away from the home base airport, the Renter will be charged Pilot expenses plus flight time to return the aircraft to home base.

MAINTENANCE DISCREPANCIES AND POLICIES

All Pilots will check the squawk sheet prior to each flight. If an open discrepancy is noted, the Pilot will advise the instructor or *Red Arrow Aviation* personal prior to flight. Discrepancies noted during a flight will be recorded in the appropriate manner and shall be reported to *Red Arrow Aviation* immediately following the flight.

Renter agrees not to tamper with, damage, or attempt to repair any parts of the aircraft or its accessories, but will in such event contact *Red Arrow Aviation* for instructions regarding mechanical malfunctions.

TRANSIENT MAINTENANCE POLICY

Red Arrow Aviation makes every effort to keep our aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from the home base. The following procedures are to be followed.

- In the event of a breakdown, notify *Red Arrow Aviation* of the problem immediately. The call can be made collect. In the event maintenance personnel are not available, leave your name, aircraft tail number, and telephone number where you can be contacted.
- Do not authorize any repairs to be made to the aircraft without clearance and a purchase order number from the *Red Arrow Aviation* representative. Failure to do so may result in the Renter being responsible for all or part of the bill.
- Only *Red Arrow Aviation* approved, properly licensed facilities, and personnel will make any and all repairs.

Red Arrow Aviation will not reimburse the Renter for any overtime charges, call-out fees, or any other after-hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay, such as rental cars, meals, hotel rooms, airline fares, *etc.*, will not be reimbursed.

SECURING OF AIRCRAFT WHEN NOT IN USE

Pilots will tie down the aircraft at all three (3) stations at any time the aircraft is not in use. The control lock shall also be installed at any time the aircraft is not in use. If provided, the rudder control lock shall also be installed.

ALTITUDE LIMITATIONS

Students and Renters will comply with all applicable FAA regulations and POH limitations.

SOLO/PIC LIMITATIONS (STUDENTS AND RENTERS)

To receive solo and Renter's flying privileges, all solo and Renter pilots must have completed a written exam preflight inspection instruction and checkout flight with a *Red Arrow Aviation* Certified Flight Instructor. Flight lessons during the course of a training program may suffice to meet this requirement.

Students flying solo and Renters flying solo or carrying passengers must have completed a written exam and checkout flight (flight lessons during the course of a training program suffice) with a *Red Arrow Aviation* Certified Flight Instructor within the previous three (3) calendar months. The three (3) month checkout flight may be waived at the Certified Flight Instructor's discretion. Any such waiver is only good for three (3) months. The following guidelines will be strictly adhered to:

1. The following maneuvers/operations are expressly and strictly PROHIBITED:
 - a. Spins and aerobatic maneuvers.
 - b. Landings at any non-paved airport runway.
 - c. Any operation/maneuver that is contrary to the POH.
 - d. Stalls with passengers on board.
 - e. Dropping objects from the aircraft.
2. No student may begin a solo flight unless a *Red Arrow Aviation* Certified Flight Instructor has approved the flight and is present at the departure airport.
3. All Solo and Renter flights will be scheduled with the Dispatch Manager, information regarding the flight plan shall be provided to Dispatch Manager at the time of scheduling the aircraft.
4. Students flying solo cross-country flights must have each flight approved and signed off by a *Red Arrow Aviation* Certified Flight Instructor. In addition to a company flight plan filed with *Red Arrow Aviation*, a flight plan must also be filed with the Flight Service Station for all cross-country flights.

5. Solo students and Renters will not leave the aircraft unattended, nor allow passengers to board or depart the aircraft while the engine(s) are operating.
6. A fuel reserve of 60 minutes is required on all student solo flights. No flight will be commenced without full tanks.
7. Solo students and renters accept the responsibility for being knowledgeable of, and operating in compliance with:
 - a. All applicable Federal Aviation Regulations.
 - b. All aircraft limitations and emergency procedures.
 - c. The controlling FAA Tower.
 - d. *Red Arrow Aviation* policies and procedures as outlined in ^[1]_{SEP} this document.
8. Weight and Balance declarations.
 - a. Student Pilots must submit a weight and balance calculation for all legs of each flight prior to the flight. This calculation must be reviewed and approved by the Chief Flight Instructor or his/her designee(s).
 - b. Renter Pilots will indicate compliance with Weight and Balance on the aircraft dispatch log.
9. No pilot may use the aircraft in any manner or condition for which they do not hold the appropriate FAA certificates(s). Copies of those certificates must be on file with *Red Arrow Aviation*.
10. The Pilot shall be responsible for being up to date on all flying restrictions, which may be imposed by the FAA (NOTAM's) and have received a weather briefing before each flight.
11. No flights are permitted beyond the contiguous lower 48 states of the United States of America.
12. No firearms or explosives of any kind may be carried in the aircraft.

AIRCRAFT INSURANCE COVERAGE, DEDUCTIBLE, AND DAMAGE COST

As a Renter of the aircraft, the undersigned hereby represents that:

- All Renters and Students will have their own renters insurance policy for at least thirty thousand dollars (\$30,000) for aircraft damage and the minimum available coverage for bodily injury and property damage.
- Aircraft insurance in favor of the Pilot is not maintained. Renter expressly acknowledges that he/she is not an “insured” for any damage to the aircraft under any insurance contract or policy in the name of or for the benefit of *Red Arrow Aviation* and he/she is personally responsible for any and all damages to the aircraft that occur during the rental period.
- Renter is liable for all costs and expenses associated for the duration of time the aircraft is not operable.
- Renter is liable for the loss of rental income for the duration of time that the aircraft is not operable. A minimum of two hundred dollars (\$200) daily charge will be paid by renter for everyday the aircraft is unavailable for work.
- Renter must obtain insurance with minimum coverage of thirty thousand dollars (\$30,000) for aircraft damage and the minimum available coverage for bodily injury and property damage. Renter’s insurance is available from the STARR Companies, AVEMCO, and AOPA. Information for applying for insurance is available from *Red Arrow Aviation*. *Red Arrow Aviation* is in no manner associated with any insurance provider.

HEADSET POLICY

It is recommended that all persons on-board are wearing a headset that fully covers the ears. All students and renters must provide their own headsets. Occasionally, depending on availability, *Red Arrow Aviation* may have headsets to rent to Pilots and their passengers. In such cases, the PIC is responsible for all rented headsets being returned to the *Red Arrow Aviation* in the same condition they were rented. The PIC is responsible for purchasing any damaged headset at the replacement cost of that headset.

SEATBELT AND SAFETY RESTRAINT POLICY

The PIC is responsible to ensure that all persons on-board the aircraft wear seatbelts (and shoulder harnesses where installed) at all times. Children under the age of two (2) years must be carried in a FAA approved child seat that is secured in one of the seats. At no time may any person cause to be boarded more persons than for which the aircraft has individual seats and seatbelts installed.

INSTRUCTION, PIC IN LEFT SEAT, and FLIGHTS FOR HIRE

At no time may a Student or Renter use a *Red Arrow Aviation* aircraft for compensation or for hire. Additionally, at no time may a Student or Renter give instruction, whether for compensation or not.

Furthermore, unless pursuing their flight instructor rating in a *Red Arrow Aviation* program, the Student or Renter must occupy the left seat of the aircraft.

CONTROL OF THE AIRCRAFT

At no time may a Student or Renter allow any other person (except for an *Red Arrow Aviation* Flight Instructor) on board the aircraft to control the aircraft in any manner.

VENUE

Venue for any dispute or claim arising under this agreement with *Red Arrow Aviation* will be in the County of Dona Ana, New Mexico.

MEDIATION/ARBITRATION

In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the Parties hereto shall first attempt to settle the dispute by mediation, administered by the *American Arbitration Association* under its *Mediation Rules*. If settlement is not reached within sixty (60) - days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the *American Arbitration Association* under its *Commercial Arbitration Rules*. The place of arbitration shall be in Las Cruces, New Mexico. New Mexico law shall apply. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

INDEMNIFICATION & HOLD HARMLESS

Except as provided herein, Student or Renter agrees to fully indemnify and hold Red Arrow Aviation and its Principals, Instructors, Mechanics, and all other Employees, and Representatives harmless from and against any and all claims, demands, costs, expenses, liabilities, causes of action and damages of every kind and character (including reasonable attorney's fees) which may be asserted by any third-party in any way related or incident to, arising out of, or in connection with the (1) negligent, intentional or wrongful performance or failure to perform under this *Agreement*, and (2) any negligent, intentional or wrongful act or omission committed by the Student or Renter as part of Student's flight-training. In addition, Student agrees to fully indemnify and hold *Red Arrow Aviation* harmless from and against any and all costs and expenses of every kind and character (including reasonable attorneys fees, costs of court, and expert fees) that are incurred by *Red Arrow Aviation* arising out of or related to a third-party claim of the type specified in the preceding sentence. Student or Renter acknowledges and agrees that this indemnification shall apply to but is not limited to personal injury and negligence.

I HAVE READ AND UNDERSTOOD THE ABOVE COVENANTS, RESTRICTIONS, AND REQUIREMENTS OF THIS RENTAL AGREEMENT, RED ARROW AVIATION AIRCRAFT RENTAL AGREEMENT - SAFETY PROCEDURES AND ORIENTATION FOR STUDENTS AND RENTERS DOCUMENT AND AGREE TO COMPLY FULLY WITH ITS CONTENTS. FURTHER I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS DOCUMENT.

FURTHERMORE, I UNDERSTAND THAT WHILE OPERATING AN AIRCRAFT OWNED OPERATED AND/OR CONTROLLED BY RED ARROW AVIATION, IT IS MY RESPONSIBILITY TO ENSURE THAT ALL OF MY ENDORSEMENTS AND CERTIFICATES (INCLUDING, BUT NOT LIMITED TO, MEDICAL CERTIFICATE AND PILOT CERTIFICATE) ARE CURRENT.

I UNDERSTAND THAT ANY STUDENT OR RENTER NOT ADHERING TO THESE POLICES MAY BE TERMINATED AS A CUSTOMER OF RED ARROW AVIATION SERVICES.

STUDENT/RENTER: _____

ADDRESS: _____

Driver License No.: _____ State: _____

By signing this document I certify that all statements and information provided by me is true and accurate. This document constitutes the entire agreement between *Red Arrow Aviation* any myself as Student, Renter, and Pilot. There are no verbal agreements.

SIGNATURE: _____ DATE: _____

RED ARROW AVIATION REPRESENTATIVE

SIGNATURE: _____ DATE: _____

RELEASE AND WAIVER

The undersigned (the "Participant") has requested Red Arrow Aviation, LLC, a New Mexico Corporation, (Angel Tomas Peralta), and their representatives, employees, directors, officers, agents, heirs, successors, and assigns (together, the "Released Parties") to allow the undersigned to fly in an aircraft owned, operated or maintained by the Released Parties. In consideration of the grant of such permission, the Participant acknowledges, represents and agrees, for himself, his/her personal representatives, heirs, beneficiaries and next of kin, as follows:

1. **THE AIRCRAFT IN, WHICH THE PARTICIPANT WILL FLY, IS A DANGEROUS INSTRUMENTALITY AND PARTICIPATION IN THE FLIGHT IS HAZARDOUS AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH, AS WELL AS PROPERTY DAMAGE.** The Participant assumes full responsibility for any bodily injury, or death sustained by the Participant arising out of participation in the flight, whether caused by the Released Parties or otherwise.

2. The Participant hereby waives and releases any and all claims or causes of action which the Participant, his/her personal representatives, heirs, beneficiaries, or next of kin may have or hereafter acquire against the Released Parties for bodily injury, death or property damages arising out of Participant's participation in the flight of the aircraft. The Participant forever discharges the Released Parties of all liability of any kind on account of injury to the Participant's person, the Participant's death or damages to the Participant's property, arising out of or related to the Participants in the flight of the aircraft, including negligent rescue operations, whether caused by the negligence of any of the Released Parties or otherwise.

I HAVE READ THIS RELEASE AND WAIVER; FULLY UNDERSTAND ALL OF ITS TERMS; FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE; AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE RELEASED PARTIES TO THE FULLEST EXTENT OF THE LAW.

Participant Print Name

Participant Sign Name

Date:

Witness Signature



Indemnity & Hold Harmless Agreement

To Whom It May Concern:

I _____, with the full knowledge of the contents herein, agree to indemnify and hold harmless Red Arrow Aviation, LLC, from any and all liability that may result from my rental of any aircraft from Red Arrow Aviation, LLC.

I further agree that I will be fully financially responsible, indemnify and hold harmless Red Arrow Aviation, LLC, regardless of the degree or nature, which is a result of my negligence, error or omission. I understand that I will be responsible for paying said amount to repair damages within thirty (30) days of being presented with an invoice for expenses associated with the repair. Should I fail to pay for the damages within the thirty (30) day period, I understand that I will be responsible for all costs of collection in addition to said damages amount. The cost of collection may, among other things, include court costs and a reasonable attorney's fee.

Being fully aware of the contents of the foregoing Indemnity and Hold Harmless Agreement, I voluntarily sign my name to the same this _____ day of _____, 20____.

STUDENT/RENTER: _____

PRINT NAME: _____



Renter Information Form

In order to comply with FAA requirements and insurance regulations, you must furnish the following information before flying our aircraft.

Date: _____

Name: _____

Address: _____

Email: _____

Date of Birth: _____

Telephone Number: _____

Emergency Contact

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Please bring or provide copies of the following documents:

Pilot Certificate, Picture Identification, current Medical Certificate, Birth Certificate or valid Passport, and Proof of Insurance.

Current Ratings Held: _____