

# Birmingham Executive Aviation Flight School

NAME: \_\_\_\_\_

## Renter's Agreement and Policies

As a renter of aircraft owned and/or operated by Birmingham Executive Aviation, LLC, I agree to be bound by and to comply with the stated terms and provisions of this agreement.

### **I will specifically:**

1. Observe and operate the rented aircraft in compliance with all applicable current and future Federal Aviation Administration (FAA) regulations, observing all limitations relating to individual aircraft, as well as certificates and ratings presently held by me.
2. Provide for and comply with all current and future requirements with regard to the safety and security procedures put in place by Birmingham Executive Aviation, LLC and the Transportation Security Administration (TSA).
3. Observe and operate the rented aircraft in accordance with the policies and procedures of Birmingham Executive Aviation, LLC., including but not limited to the following:
  - a. Student Renters:
    - i. Observe and comply with all FAA regulations as apply to me as a student pilot as set forth in Subpart C of FAR Part 61, paragraphs 61.83 through 61.95, and FAR Part 91;
    - ii. Comply with all guidance provided by my flight instructor during the course of my instruction; and
    - iii. Land only at those airports for which I have been authorized to land at during my training.
  - b. Certificated Renters:
    - i. Observe and comply with all FAA regulations as apply to me as a pilot and in accordance with FAR Part 91 as it applies to my certificate(s) and rating(s) held;
    - ii. Operate only those rented aircraft in which I have been duly authorized to fly by a Premiere Aviation certified flight instructor and meet all Premiere Aviation currency and insurance requirements;
    - iii. Permit no other person(s) to operate or control the rented aircraft during the period of rental;
    - iv. Operate all aircraft/equipment in accordance with the approved aircraft manual (POH) except as may be required in the exercise of sound judgment as specific situations dictate;
    - v. Land only at airports that are shown on authorized aeronautical charts. Renters that elect to land at unpaved airstrips must ensure that the runway is suitable and land at their own risk; and
    - vi. By renting any specific authorized airplane, certify that I am current and have flown that specific class of aircraft within the last 90 days.
    - vii. If 90 days has since the pilot's last rental with Birmingham Executive Aviation, LLC, a refresher dual instruction flight will be required to re-certify my use of the aircraft. A refresher will be required for EACH aircraft type.
    - viii. Fuel purchased while away from Premiere Aviation's facility will be reimbursed up to the Premiere Aviation rate billed by Birmingham Executive Aviation, LLC, and deducted from the hourly bill at the conclusion of the flight. Any amount paid above that rate while offsite will be the responsibility of the renter.
    - ix. Landing fee, facility charges, handling fee, tie down charges, etc incurred during cross country flight will be paid by the renter and not deducted from the final bill.

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c. All Renters:

- i. Rental prices are “wet”, meaning that the standard fuel costs are included in the rate. While we make every effort to make timely notices of any change, the published rates are subject to change without notice. Further, Birmingham Executive Aviation, LLC reserves the right to supplement our rates with appropriate fuel surcharges to offset fuel cost increases.
- ii. The rental period is that block of time in which an aircraft and or a flight instructor has been scheduled. After the rental period, all aircraft, keys, books, and documents to be returned to the front desk at the flight school.
- iii. Failure to cancel an aircraft and or a flight instructor within 2 hours of rental time will result in a charge to the student / renter of ½ the rental / instruction time.
- iv. Any aircraft rental scheduled to be more than 2 days in duration must be cleared by the Director of Flight Operations. Overnight rentals may be subject to a minimum hour charge of 3 hours per night.
- v. It is further agreed that as a “renter” of an aircraft under the control of Birmingham Executive Aviation, LLC;

- (1) I understand and agree that I am responsible for the costs of retrieval of an aircraft left at any airport other than the Birmingham Executive Aviation, LLC facility from which the aircraft originally departed; and
- (2) I understand and agree that I am fully responsible for the deductible portion of an insurance coverage, regardless of whether the damage to the aircraft/equipment resulted from non-compliance with FAA regulations and/or the policies and procedures of Birmingham Executive Aviation, LLC. Further, it is understood and agreed that such deviation shall be prima facie evidence of causation of said damage. I also agree that my financial responsibility shall include the lost revenue of the aircraft for the duration of the time it is out of service due to an accident in my care. This amount shall be calculated upon the average flight time of the particular aircraft over the preceding 90 days.
- (3) At its option, Birmingham Executive Aviation, LLC shall have the right to terminate this Agreement upon default of any renter's obligations and shall have the right to repossess any of its aircraft. The exercise of such right shall not prejudice Premiere aviation flight school Right to pursue any other legal or equitable remedy.
- (4) The undersigned certifies that he / she is qualified to operate the flight school aircraft and that he/she has the knowledge (or is currently enrolled in training programs to get the skill & knowledge) of and will comply with all applicable Federal Regulations. IF UNDER 18 YEARS OF AGE. I certify that a parent or legal guardian must sign below and give authorization to fly an aircraft leased from or owned by BIRMINGHAM EXECUTIVE AVIATION, LLC.

## **Notice of Insurance Coverage**

To provide a clearer understanding between you, our customer, and Birmingham Executive Aviation, LLC, the following insurance coverage information is being provided for those who rent or lease.

1. **Liability Coverage:** Please be advised that if you rent or lease an aircraft from Birmingham Executive Aviation, LLC you are covered under an insurance policy held by Birmingham Executive Aviation, LLC for liability arising from the use of the aircraft. Liability coverage is provided in the amount of \$1,000,000 with \$100,000 per passenger (up to 3).

Notice of Insurance Coverage, Cont'd –

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2. **Aircraft Coverage:** If you rent or lease an aircraft from Birmingham Executive Aviation, LLC you are insured under an insurance policy held by Birmingham Executive Aviation, LLC for damage to the aircraft. Any damage claim is subject to a deductible amount. The deductible amount is the responsibility of the renter.

For any rental aircraft in motion or not in motion, the deductible amount is **\$2500.00**.

**Again, the deductible amount is the responsibility of the renter pilot. You are also responsible for Premiere Aviation's lost revenue resulting from the down time of any of our aircraft involved in an accident in which you are the responsible party. We recommend obtaining Renter's Insurance with a third party such as AOPA to cover you in the event of an accident.**

3. **Coverage Under Birmingham Executive Aviation, LLC's Policy:** You are insured under Birmingham Executive Aviation, LLC's the insurance policy held by Birmingham Executive Aviation, LLC and you may ask for a copy of the certificate of coverage or other terms of coverage.

## Payment Options

1. **Pay As You Go:** Pay for each individual lesson with cash, check, or credit card.
2. **Prepay:** Discounted rates are available in packaged programs for Private, Instrument, Commercial, CFI and ATP. Ask for details at the flight school front desk, call or visit [www.premiereaviation.com](http://www.premiereaviation.com) .
3. **Financing:** Several programs are available, see flight school for details.
4. **Cancellation Considerations:** I understand that if I need to cancel a lesson I will do so at least 24 hours in advance or I may be charged for the time scheduled. I understand that if I miss a scheduled appointment without proper cancellation I will be charged for the time scheduled. Aircraft will be released for other rentals 15 minutes after the scheduled time if proper arrangements are not made.

This agreement applies to all persons who rent aircraft, including student and other renting parties signing this agreement, is responsible for all charges incurred. in the event student /renter should default in the payment of this account, student /renter hereby agrees that any and all costs incurred in the collection of this account including court cost and attorney fees shall be paid by the student / renter.

**I CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENTS. I FURTHER CERTIFY THAT I AGREE TO THE TERMS AND CONDITIONS SET ABOVE IN MY RELATIONSHIP WITH BIRMINGHAM EXECUTIVE AVIATION, LLC THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS NOTICE ON THE DATE SHOWN BELOW.**

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter's Printed Name: \_\_\_\_\_

Signature of Parent / Guardian if under 18: \_\_\_\_\_

Parent / Guardian's Printed Name \_\_\_\_\_

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## Credit Card Information –

Birmingham Executive Aviation, LLC requires that all renters retain a credit card on file. Please enter your credit card information in the spaces provided below.

Card Type (circle one)      Visa    MasterCard    AMEX    Discover    Other \_\_\_\_\_

Name on Card \_\_\_\_\_

Card # \_\_\_\_\_

Expiration \_\_\_\_\_

I hereby authorize Birmingham Executive Aviation, LLC to bill this credit card for any charges I am responsible for that are not settled upon the conclusion of any flight or instruction. I understand that Birmingham Executive Aviation, LLC will notify me either by voice or e-mail before any such charges are rendered.

Cardholder's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Cardholder \_\_\_\_\_

Telephone \_\_\_\_\_