



451 Airport Road
Novato, CA 94945
415-717-1189

RENTER PILOT AGREEMENT

This Renter Pilot Agreement (this "Agreement") is entered into between Scanlon Aviation, LLC, hereinafter referred to as the Lessor and _____, hereinafter referred to as the Pilot-Lessee, and will be valid for the indefinite period of time.

The Pilot-Lessee named above may rent from Lessor certain aircraft owned or under the control of Lessor and made a part hereof. Subject to the following conditions:

A. LESSOR OBLIGATIONS

Lessor represents that:

1. All necessary equipment is installed and in running order per equipment is on board the aircraft.
2. The aircraft is clean and fueled. It shall be the Pilot-Lessee's responsibility to ensure that the aircraft has enough fuel to safely complete the intended flight with required reserves as outlined in Federal Regulations (FAA) applicable to the particular flight.
3. The aircraft shall be in an airworthy condition and registered with the Federal Aviation Administration pursuant to Section 501 of the Federal Aviation Act of 1958 as amended, and shall be covered by a Certificate of Airworthiness issued by the Federal Aviation Administration.

B. PILOT-LESSEE OBLIGATIONS

Pilot-Lessee agrees:

1. To have completed the Cirrus Standardized Transition Course and have a certificate of completion on file with Lessor.
2. To Maintain minimum proficiency by complying with the "Cirrus Pilot Learning Plan"; including the Initial Transition Training, 90 Day Skill Refresher, Advanced Cirrus Experience, and Annual Proficiency Training.
3. To have a pilot certificate, current medical, and government issued photo ID in his/her possession at all times when acting as Pilot-In-Command.
4. To confirm that all required documents are on board the aircraft and also to confirm the aircraft is in an airworthy condition prior to flight.
5. To return the said aircraft to Lessor at Gness Field, Novato, CA hereinafter referred to as the Airport, in the same condition as received at the time commencement of the rental of said aircraft.
6. To pay the published rates, including minimum charges, as set forth herein below in Paragraph D (FINANCIAL OBLIGATIONS).
7. To be responsible for the aircraft and its operation at all times, including responsibility for the **payment of any uninsured damage to the hull**, whether or not caused by negligence.

8. To contact Lessor by telephone, (415-717-1189 or 415-897-9787) if the Pilot-Lessee anticipates the return of the aircraft to the Airport will be more than 30 minutes past the scheduled return time.

C. GENERAL CONDITIONS

1. See Appendix A for Scanlon Aviation, LLC – Operations Rules
2. See Scanlon Aviation, LLC “Flight Operations Manual” for additional flight and safety information.

D. FINACIAL OBLIGATIONS

1. In consideration of the rental of aircraft or flight instruction, Pilot-Lessee agrees to pay Lessor, as rental therefore, the current published rates and according to the terms further set forth herein.
2. All fees are due and to be paid in cash, check or credit card on completion of each flight/instruction. All unpaid balances greater than 30 day will be charged a 1_ % late fee.
3. Minimum Overnight Fees for time away from the Airport will be three (3) hours of rental time per 24-hour period.
4. A minimum of (24) hour notice of change, or cancellation, is required on any advance schedule of either aircraft or flight instruction. This notification will be done verbally with either an employee of the Lessor or on the telephone answering machine, or email. Failure to provide this notice will result in a charge equal to (1) one hour’s fee at the hourly rate for aircraft and/or instruction. No charges will be assessed for flights delayed by weather conditions, mechanical difficulties, or other difficulties beyond Pilot-Lessee’s reasonable control.
5. It is the Pilot-Lessee’s obligation to return the aircraft to the Airport. In no event shall Pilot-Lessee leave or abandon any aircraft at any other airfield regardless of climate or weather condition, mechanical difficulties, or other difficulties, without notifying Lessor. After such notification, if Pilot-Lessee is unable to return air craft to the Airport, Lessor will arrange for pickup of said aircraft and Pilot-Lessee will be charged for any and all expenses incurred in returning aircraft to the Airport. If notification is not made, regardless of the situation, the Pilot-Lessee will be responsible for any and all expenses incurred in returning aircraft to the Airport.
6. In the event of a mechanical problem that deems the aircraft unairworthy, Pilot-Lessee will notify Lessor and Lessor will make all decisions as to appropriate action to be taken. In no event will Lessor be responsible for returning Pilot-Lessee or his/her passengers to the Airport.
7. Fuel and oil are included in the published aircraft rates. Fuel of proper octane (100LL), and oil products, as listed in the aircrafts oil filler access door, shall be added when away from the Airport and paid for by the Pilot-Lessee. A credit against rental charges will be issued upon presentation of receipts. Credit for fuel will be given at Gross fuel rates or the fuel receipt rate, whichever is less. Minor airframe/engine maintenance may be handled in the same manner although no work shall be done without the pre-authorization from the Lessor. Any work performed on the aircraft will be done by appropriately rated mechanics and a “signed off work order” included with the invoice.
8. Due to fluctuation of fuel costs, it may be necessary to charge a Fuel Surcharge.
9. All published rates, fuel surcharges, and aircraft availability are subject to change without notice.

E. ATTORNEY’S FEES

1. If any action is brought to enforce any of the provisions of the Agreement, the performance thereof, or of any other judgment embodying any of its provisions, the prevailing party shall be awarded attorney’s fees, costs, and expenses paid and/or incurred in connection therewith. In awarding attorney’s fees, the court shall not be bound by any court fee schedule, but shall award those attorney’s fees paid or incurred in good faith.

F. INSURANCE COVERAGE AND INDEMNITY

1. Lessor has a liability insurance policy limited to \$1,000,000 (one million dollars) per occurrence. This protects for certain limited liability towards others. Lessor also has hull coverage for any damage that may occur to the aircraft with the following deductible amounts: Ground: \$2500, Taxi and Flight: \$2500, for which you as the Pilot-Lessee are responsible. In addition to the deductible amounts, Pilot-Lessee may be responsible for damage if it is the result of negligence or if Pilot-Lessee is in violation of any provision of this Agreement. Pilot-Lessee is free to and encouraged to obtain any additional insurance (Renter Pilot Insurance, etc) that Pilot-Lessee may require or deem necessary.
2. Pilot-Lessee shall indemnify Lessor against, defend, and hold Lessor harmless from any and all claims, actions, proceeding, expenses, damages and liabilities, including attorney's fees, arising out of or in connection with the aircraft and not covered by the aforesaid insurance, including, but not limited to, its possession, use, operation or return.

G. LOSS OF USE

In the event Pilot-Lessee damages or renders rental aircraft unairworthy while in his/her control, Pilot-Lessee will be liable to Lessor for "Loss of Use" payments equal to three (3) hours of published rental per day, less fuel cost, until aircraft is deemed airworthy or a replacement aircraft is procured. This is in addition to insurance deductible limit (see F-1). This fee is also applicable if aircraft is abandoned for reasons other than mechanical.

H. PILOT PROFICIENCY

1. It is the responsibility of each Pilot-Lessee to maintain his/her records and not to accept a rental aircraft unless he/she meets the requirements of the Federal Aviation Administration and Lessor's rules as listed in the Scanlon Aviation, LLC Operations Manual.
2. The Pilot-Lessee shall maintain minimum proficiency by complying with the "Cirrus Pilot Learning Plan"; including the Initial Transition Training, 90 Day Skill Refresher, Advanced Cirrus Experience, and Annual Proficiency Training. Copies of the Cirrus Learning Plan are on file at the Scanlon Aviation office and training room.

I. TERMINATION

Lessor party may terminate this agreement at any time, with or without advance notice to the Pilot-Lessee. The Pilot-lessee may terminate this agreement at any time, provided all financial obligations to the Lessor have been met.

J. ASSIGNMENT

This agreement is not assignable by Pilot-Lessee, by operation of law or otherwise, in whole or in part.

K. INTERPRETATION OF AGREEMENT

This agreement and the rights of the parties hereunder, shall be determined in accordance with the laws of the State of California irrespective of domicile of the parties, the place where the leased property may be used, or the place where delivery of the aircraft is made.

L. WAIVER

Any consent by Lessor to any assignment or subletting, or any waiver by Lessor of any provisions of this agreement or of any default of Pilot-Lessee, shall not constitute a waiver of any other consent of any other provision of this agreement, nor shall it constitute an excuse for any other default.

M. TIME

Time is of the essence of this agreement, the provisions of which shall, subject to the above prohibition against assignment, be binding upon the parties hereto, their heirs, and successors in interest, and assigns.

N. MODIFICATION

This agreement may not be modified, altered, or terminated except by an agreement in writing signed by both parties hereto, which specifically refers to this agreement.

O. MISCELLANEOUS

Pilot-Lessee understands and agrees that:

1. He/she has read this agreement and understands the contents, legal effect, and consequences of each provision hereof;
2. There have been no promises or agreements by either party to the other, except as specifically set fourth in this agreement, that were relied on by either party as inducement to enter into this agreement, and that this agreement has been entered into voluntarily, free from duress, fraud, undue influence, or coercion.
3. If any portion of this agreement shall be held illegal, unenforceable, void or avoidable by a court, each of the remaining terms hereof shall nevertheless remain in full force and effect a separate contract.

Q. MULTIPLE LESSEES

If more than one Pilot-Lessee is named in this agreement, their liability shall be joint and several.

I certify that I have fully read and agree to the foregoing:

By: _____
Pilot-Lessee

by: _____
Patrick H. Scanlon
Scanlon Aviation, LLC

Print Name: _____

Date: _____

Address: _____

Phone: _____

Email: _____

Appendix A - Scanlon Aviation, LLC – Operations Rules

1. Aircraft shall be made available to Pilot-Lessee renting the same at the Airport, which is the base Airport, and each Pilot-Lessee shall, when his/her use of the aircraft is completed, tie down such aircraft at the tie down assigned to it. When at an airport other than the base Airport, Pilot-Lessee shall be responsible for tie downs or a hangar for the aircraft. Pilot-Lessee agrees to adequately preserve all such aircraft and its equipment and to be responsible for damages due to negligence or improper preservation procedures.
2. The Pilot-Lessee shall, prior to any flight, make a thorough pre-flight inspection of the aircraft to insure that it is serviced and is in an airworthy condition. The aircraft checklists and operator handbooks will be the basis for each inspection. Any discrepancies will be reported to Lessor in a timely fashion.
3. The aircraft shall be operated at all times in strict full compliance with applicable rules, regulations and requirements of the Federal Aviation Administration, and other Federal, State, local or foreign regulations, as well as Lessor's rule, and other applicable regulations. If any such rules, regulations or requirements are in conflict, Pilot-Lessee shall adhere to the most stringent. Additionally, Pilot-Lessee shall be solely responsible for any fines, penalties, or forfeitures occasioned by any violation thereof. Pilot-Lessee represents that they are familiar with all applicable rules, regulations, and requirements set forth in this paragraph.
4. Prior to any flight into high-density altitude airports, above 5,000 feet density altitude, a Pilot-Lessee need prior logged mountain flying experience and/or a checkout with a Lessor approved Certified Flight Instructor (CFI). Sign-off for flights into high density altitude airports shall be at the discretion of Lessor.
5. A Pilot-Lessee needs an Instrument Competency Check given by a Lessor approved Certified Flight Instructor, Instrument (CFII) prior to any instrument operations. *This Instrument Competence Check must be completed within the past 6 months in the same make and model aircraft that is equipped with the same avionics and autopilot as that aircraft to be operated in instrument operations.*
6. Landings or Takeoffs at airports that are not depicted as unrestricted public airports on FAA approve aeronautical charts are strictly prohibited. Landings or takeoffs on runways less than 3000 feet are strictly prohibited. Performance charts shall be referenced to insure the takeoff and/or landing performance is within the parameters of the aircraft Pilots Operating Handbook.
7. Flights outside of California are strictly prohibited without the express prior permission of the Lessor. The aircraft may be operated only within the parameters of such consent from the Lessor.
8. No transportation of animals or livestock shall be permitted.
9. Each passenger over the age of two years shall wear a separate seat belt and harness for all take-offs and landings. Child seats may only be used in the rear seats and only if full compliance with FAA and the child seat manufacturers' instructions.
10. NO SMOKING IS ALLOWED IN OR AROUND THE AIRCRAFT AT ANY TIME.
11. At the completion of each flight, the Pilot-Lessee shall remove all papers, wrappers, and refuse. The Pilot-Lessee will ensure the master switch and magneto switches are off. The aircraft sunscreens, CAPS safety pin, pitot cover and nose inlet plugs will be installed and tie-downs will be secured.

Notification Information: Scanlon Aviation, LLC
451 Airport Road
Novato, CA 94945
Telephone – 415-717-1189
Email – Patrick@scanlonaviation.com