2-Fly1 AIRCRAFT TRAINING / RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, Jay Seward dba 2-Fly1Flight Instruction, LLC, herein referred to as “2-Fly1,” hereby leases to the “Renter” the designated aircraft, PA-38-115 N2331P, referred to as the “Aircraft.”

1. Renter acknowledgements and agreements:
	1. During the time in which Renter possesses and uses the Aircraft, Renter shall assume and maintain full operational control over the Aircraft.
	2. All Aircraft operations shall be conducted under FAR 91 and shall be in strict accordance with the FARs then in effect. “FARs” means the Aeronautics Regulations of Title 14, Parts 1 to 399 of the United States Code of Federal Regulations, as amended.
	3. Renter acknowledges and agrees that the Aircraft is the property of Jay Seward, dba 2-Fly1 Flight Instruction.
	4. Renter acknowledges that 2-Fly1 is responsible for maintaining the Aircraft in an airworthy condition.
	5. Renter acknowledges that he/she has completed a preflight inspection of the Aircraft and has determined that the Aircraft is in condition for safe flight. The PIC is the final authority on airworthiness determination for a planned sortie.
	6. Renter will ensure engine oil, tire air and fuel are properly serviced before flight. Renter will plan inflight fuel burn so as to return the aircraft to 6J4 with as close to 12 gallons remaining as possible. This will be taught during initial training to eliminate confusion.
	7. Renter will ensure that the aircraft is flown within weight and center of gravity limits.
	8. Renter agrees to return the Aircraft at the scheduled time unless exceptional circumstances such as significant weather exist. In these cases, contact 2-Fly1 prior to the expiration of the scheduled time if that is safe to do and the capability exists.
	9. Renter agrees to properly secure the Aircraft after each flight and to secure hangar space for the Aircraft during inclement weather at airfields other than 6J4.
	10. Renter acknowledges that he/she will review the Aircraft logbooks before the first flight of any rental period. Renter will NOT overfly any required inspection.
	11. Renter will not perform intentional spins without a 2-Fly1 instructor aboard the aircraft.
	12. Renter will perform practice stalls and slow flight above 3000 ft AGL as the aircraft is spin capable.
	13. Renter flying instrument approaches using the VOR will perform a 30-day VOR check prior to the use of that equipment.
	14. Renter understands he/she may not be insured under the insurance policy carried by 2-Fly 1. In the event of an incident/accident that the renter caused or contributed to, the Renter agrees to pay any pro-rated fees that insurance coverage does not pay. It is highly recommended that renters have non-owned aircraft insurance to cover these risks.
2. Renter expressly acknowledges personal liability to pay 2-Fly1 on demand for the following:
	1. Service and time charges computed at the applicable posted rates until the Aircraft is returned to 2-Fly1.
	2. Any loss or damage to the Aircraft, its components, parts or equipment during the rental period.
	3. All taxes, assessments, and charges imposed by any national, state, municipal or other public or airport authority relating to the use or operation of the Aircraft during the time of use of the Aircraft, excluding state and federal registration and FCC licensing charges.
	4. The amount of any landing and parking fees, tie-down, or hangar charges until Aircraft is returned to 2-Fly1.
3. Renter agrees not to tamper with, molest, or attempt to repair any parts of the Aircraft or its accessories, but will contact 2-Fly1 for instructions upon encountering mechanical malfunctions.
4. If the Aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at double normal rates to return the Aircraft to home base. Renter agrees to report any Aircraft damage, accident or incident to 2-Fly1 as soon as possible.
5. Renter agrees to cancel a reservation with no less than 24-hours notice. Failure to do so may result in a service charge. Please refer to 2-Fly1 Cancellation Policy.
6. Renter Acknowledges 2-Fly1’s 2 hour per day minimum rental rate unless prior arrangements are made with 2-Fly 1.
7. Renter agrees not to transport any pet(s) and/or animal(s) in the Aircraft.
8. Renter agrees that the Aircraft shall not be used or operated:
	1. For any illegal purposes.
	2. For any race, speed test, contest.
	3. By any person other than the Renter.
	4. Outside the limits of the continental United.
	5. To carry passengers or property for compensation or hire.
	6. For any flight which the Renter is not properly rated or certified.
	7. For instruction by any non-2-Fly1instructor or 2-Fly 1 independent contract instructor.
	8. For formation flying, except when required by an aircraft emergency or like situation.
	9. For operations to and from grass runways, except with prior approval of 2-Fly1.
9. All non-tort disputes (including but not limited to contract and account actions) arising out of or in connection with this Rental Agreement shall first be subject to mediation, consistent with South Carolina law. Mediation can be waived if, and only if, both parties agree in writing.
	1. In the event mediation is waived or is unsuccessful for any such dispute, the dispute shall be resolved by final and binding arbitration. Any award rendered at arbitration shall be final and judgment may be entered upon it for all purposes allowed by South Carolina law.
	2. Mediation and/or arbitration shall take place in South Carolina. The mediator and/or arbitrator shall be a qualified and certified South Carolina mediator selected by 2-Fly1. The parties shall divide the cost, expenses and attorney fees associated with the mediation and/or arbitration.
	3. In the event a party fails to proceed with mediation and/or arbitration, challenges a mediation agreement or arbitration award or fails to comply with the terms of a mediation agreement or arbitration award, the other party is entitled to cost of suit, including expenses and reasonable attorney fees for having to compel mediation, having to compel arbitration or having to enforce any settlement or award. Notice of the demand for mediation and/or arbitration shall be filed in writing with the other party to this Rental Agreement. Any demand for mediation and/or arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall a demand for mediation and/or arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
10. Renter agrees to reimburse 2-Fly1 for any and all costs, expenses and reasonable attorney’s fees incurred by 2-Fly1 in the event suit is instated by 2-Fly1 against the Renter to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money damages or costs. 2-Fly1 and Renter expressly agree that any and all suits shall be governed by South Carolina law. 2-Fly1 and Renter expressly agree that South Carolina shall be the forum for any legal proceedings by and between the Renter and 2-Fly1 and that any and all suits shall be filed and lodged in Lexington or Saluda County, South Carolina.
11. Renter agrees if the Aircraft leaves the taxiway, runway, or paved surface for any reason during taxi, takeoff, or landing phase, the Renter will IMMEDIATELY stop the engine and WILL NOT proceed to move the Aircraft until a mechanic approved by 2-Fly1 have inspected the Aircraft and assisted in positioning the Aircraft back on the taxiway, runway, or paved surface. 2-Fly1 will NOT pay for any damages incurred if the Renter neglects to follow the above procedure.
12. DISCLAIMER OF WARRANTIES: Renter hereby acknowledges that 2-Fly1 is not the manufacturer of the Aircraft, or the manufacturer’s agent, and that 2-FLY1 MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.
13. Renter agrees to release, indemnify, and hold 2-Fly1, its members, managers, officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney’s fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising or in any manner occasioned by the operation or use of the Aircraft during the time in which Renter possesses the Aircraft, arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition of this Rental Agreement, or arising by any act or failure to act on the part of the Renter. 2-Fly1 shall not be liable for its failure to perform under this Rental Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting there from, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond 2-Fly1’s reasonable control.
14. Renter hereby agrees that under no circumstances shall 2-Fly1 be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the Aircraft under this Rental Agreement.
15. Renter acknowledges and agrees that if Renter defaults in the performance of any of his/her obligations under this Rental Agreement, 2-Fly1, at its option, and without further notice, has the right to terminate this Rental Agreement and to repossess the Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by 2-Fly1 of either or both of the rights specified above shall not prejudice 2-Fly1’s right to pursue any other remedy in law or equity. Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter’s sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any federal, state or local law or regulation, or is operated outside the scope of this Rental Agreement, appears to be abandoned or if Renter had gave false or misleading information at time of rental.
16. Truth in Leasing. THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION ADMINISTRATION REGULATIONS. THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER FAA PART 91 IN AN AIRWORTHY CONDITION THROUGH ANNUAL INSPECTION INTERVALS AND ANY OTHER CALENDAR OR HOURLY INSPECTIONS RENTER CONSIDERS CRITICAL TO FLIGHT SAFETY FOR OPERATIONS TO BE CONDUCTED UNDER THIS RENTAL AGREEMENT AND DURING THE DURATION OF THE RENTAL PERIOD. RENTER AND NOT 2-FLY1 SHALL BE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS RENTAL AGREEMENT. AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS RENTAL AGREEMENT.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Renter

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness

Renter’s contact information

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number: (Cell) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Home) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_