



# CENTERLINE AVIATION

## AIRCRAFT RENTAL/FLIGHT TRAINING AGREEMENT

The "Agreement" is entered between Centerline Aviation ("CA"), located at The Spanish Fork Airport - 2050 North 300 West Hangar #34, Spanish Fork, UT 84660 ("BASE"), and the "Client" (Renter/Student/Client):

Name: \_\_\_\_\_ Address \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ City: \_\_\_\_\_  
 Email: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Emergency Contact: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

Centerline Aviation is a business in aviation that rents aircraft and provides pilot instruction services including both flight and ground training.

Client would like to utilize the services and equipment of CA per the terms of this agreement outlined below.

Client acknowledges all risks associated with flying and assumes complete responsibility for all risks, losses, property damage, aircraft damage, and personal injury including death.

Client states that as Pilot in Command, has never been involved in an aircraft accident/incident, and/or has never been found guilty or any FAA violations – Initials: Yes \_\_\_\_\_ or No \_\_\_\_\_. If Client initials "No", please state the date and location of all incidents/violations and provide a factual summary to CA prior to renting/training in aircraft.

Client agrees to acquire, maintain, and provide proof of policy of non-owned aircraft insurance to CA.

Aircraft experience and aircraft to be used for rental/training:

<b>Diamond Aircraft:</b>	Hours in DA20: _____	Hours in DA40: _____
<b>Cirrus Aircraft:</b>	Hours in SR20: _____	Hours in SR22/22T: _____
<b>Piper Aircraft:</b>		Hours in type: _____
<b>Cessna Aircraft:</b>		Hours in type: _____
<b>Tailwheel Aircraft:</b>		Hours in tailwheel: _____
<b>Day/Night:</b>	Day hours: _____	Night hours: _____
<b>Total Time:</b>		Hours: _____
<b>Dual Given (If Flight Instructor):</b>		Hours: _____

**DOCUMENTATION:**

Client states that he/she is lawfully permitted to operate aircraft and is required to maintain the following on file with CA:

- Emergency Contact info including name of individual, their phone #, and their relation to the Client.
- Photo ID (Driver's license)
- Pilot Certificate (verified through FAA online system)
- Current FAA Medical Certificate
- TSA Verification/Proof of Citizenship:
  - Valid, unexpired Passport (or) sealed copy of Birth Certificate
  - TSA Authorization, if required
- Insurance policy # and Underwriter information
- Centerline Aviation Rental/Training Agreement
- Release Form
- Credit/Debit Card Authorization Form
- Flight Schedule Pro account which documentation will be stored within.

Clients less than 18 years of age must have parent/guardian complete a Release form.

**PILOT REQUIREMENTS:**

- Checkout: Client must demonstrate a sound working knowledge of and ability to proficiently and safely operate each aircraft make/model to be rented PRIOR to renting any CA aircraft for solo/non-instructional flights. In addition Client must also know their pilot privileges and limitations and appropriate aircraft limitations. Checkouts must include but not limited to: 30 mins ground review, and a 1 hour flight. Ground review should include proper scheduling procedures with Flight Schedule Pro, proper aircraft servicing/fueling/securing, aircraft performance and limitations, and weight & balance considerations. The flight should consist of proper power plant operation, slow flight, stalls, proper stall recovery, an emergency procedure, and 3 landings.
- CA flight instructors providing checkouts have the discretion as to and may deem necessary that additional or less ground/flight instruction is required. Clients having recent time in type may be able to complete a checkout in less time than the minimums prescribed at the discretion of CA Management.
- Hours by Make/Model of Aircraft: Client agrees the above hours stated for the make & model of the aircraft listed above are accurate and meet the minimum requirements of CA.
- Currency: Client must meet the currency requirements of the Federal Aviation Regulations. Additionally, whenever Client has not flown a previously authorized make and model with CA within 90 days, a flight checkout is required. This currency checkout may be less than prescribed above given client was current with CA in each aircraft type he/she wishes to use within the past 6 months.
- Commercial Use: Client understands and agrees that carrying passengers or property for hire, or other commercial use (defined by FARs) of any CA aircraft is strictly prohibited.
- A checkout in one make and model is also valid for additional tail numbers of the same make and model used by CA. Example: A checkout in DA20 tail # N765DC is also valid for DA20 N220NH.
- Clients of CA must not permit other pilots not checked out with CA to operate CA aircraft in flight or on the ground. Issues resulting from improper operation of the aircraft are at the responsibility of the Client.

**CLIENT INITIALS** \_\_\_\_\_

## FLIGHT RULES & RESTRICTIONS

- Client accepts full and sole responsibility for the operation of the aircraft including compliance with all FARs and applicable local state rules and regulations.
- Client understands and agrees that flights outside the United States “lower 48” are prohibited unless specifically approved, in advance and in writing, by CA management.
- Client accepts responsibility for all charges/fees including, but not limited to: fueling/defueling fees, landings fees, ramp fees, infrastructure fees, servicing charges, incurred or ascribed to the operation of the aircraft, from the time the aircraft is checked out until it is returned.
- Client understands that, except in an emergency, operations to/from unimproved airfields are prohibited. CA aircraft are to be flown into and out of paved runways only that are not less than 3500 feet in length and 40 feet in width.
- DA20's & the DA40 are limited to a 90 degrees temperature limit. These airplanes are not to be operated with a flight beginning at or above said temperature unless approved by CA Management.

Client also understands & agrees to comply with the following safety/consideration rules:

- Hand propping is prohibited.
- Smoking in or near the aircraft is prohibited.
- No racing, aerobatics, formation flying, or use of the aircraft by anyone other than Client is permitted.
- Operating an aircraft in any manner (starting, taxiing, flying) while under the influence of alcohol, prescription medication, or drugs as defined by the FAR's is prohibited.
- Client will wait a minimum of 24 hours before flying after a blood donation.
- Aircraft will not be started with tail directed towards persons, aircraft, or open hangers.
- The DA40 will be limited to a maximum occupancy of 3 persons on board or a maximum useful load of 750 lbs. Written permission must be obtained by CA management to carry more than this weight/passenger count.
- DA20 to be returned with between ½ to ¾ tank of fuel and the DA40 with 10-15 gallons per side.
- Aircraft will be returned in a serviceable condition such that any subsequent flight will not be hindered due to lack of fuel/oil/airplane cleanliness or other conditions where the Client has control. The expectation of the aircraft secured, trash removed, window clean, & hopefully in better condition than found, where as possible; is expected.

## INSURANCE COVERAGE

- CA has insurance coverage for the benefit of its owners, contractors, renters, & clients who operate aircraft properly. This policy does not provide physical coverage, or coverage to Client who operates aircraft negligently (as solely determined by CA) or for the deductible or loss of use, should claim be made. Client is required to maintain a commercially available “non-owned” aircraft insurance policy (commonly referred to as “renter's insurance”) to be in effect prior to and throughout the period of any aircraft rental. The minimum requirement of renters' insurance for hull coverage is \$10,000. Any damages incurred on the aircraft less than \$10,000 can either be paid for out of Client's pocket or by claim made to Client's insurance policy. Any damage incurred to aircraft at \$10,000 or more will have a claim made to Centerline's insurance with that deductible paid by the Client's insurance policy. Clients must adhere to all FAA Regulations & the Pilot Operating Handbook for the specific aircraft they utilize. All unresolved questions must be discussed with CA Management prior to operation of aircraft. Non-owned “renter's” insurance can be obtained for a reasonable rate through AOPA, Avemco, Sutton James Insurance, etc. All Clients must obtain this above-mentioned insurance. Client is responsible for all deductibles, incurred expenses, and lost revenues, regardless of whether Client insurance provides coverage.

CLIENT INITIALS \_\_\_\_\_

## AIRCRAFT CHARGE

All charges for use of an aircraft will be based on operation time accrued as measured by aircraft Hobbs meter (not “Tach Time”) or, in the event of an overnight rental, the minimum charge specified below, whichever is greater.

- Hourly Rates: Aircraft rental rates are for the use of the aircraft on a “WET” basis which includes fuel and oil.
- CA provides fuel and oil for local flights as part of the hourly rate. Client is responsible for fueling “off airport” with their personal card and will be reimbursed for the fuel expense with receipt up to \$4.85 per gallon. Fueling at airports with less expensive fuel is encouraged. Fuel at KSPK is acceptable and the fuel card inside the aircraft is to be used there as well as at KPVU (at Provo so long as to at least get 7 gallons or more as we have an arrangement with Tac Air). Oil is available at CA prior to departing. If needed off base Client will be reimbursed (Client card to be used) with receipt up to \$6 per quart.
- Honoring Schedules: Safe operations notwithstanding, all aircraft should be returned to BASE within thirty (30) minutes of the time scheduled for that aircraft. Should circumstances prevent retuning within this time limit, Client agrees to notify CA as soon as possible.
- Minimum Fees: All multi-day/overnight rentals must be approved by CA management and are subject to a minimum 3 hour charge for every night the aircraft is away. Charges for multi-day rental will be the GREATER of the actual Total Time or the 3 hours per night away. Reservations resulting in less than 0.5 Hobbs put on the plane are discouraged.
- Cleaning Fee: Aircraft left in an unserviceable condition – due to lack of fuel/oil, un-cleaned windscreen, or left with accumulated garbage in the cabin will be charged a \$25 cleaning fee.

## INSTRUCTION CHARGE

- CA flight instructors are billed based on the time scheduled. Instruction billing time begins at the pre-appointed time, & ends at the completion of the post lesson debriefing. (For example, a 4-hour lesson ends a half hour early, the client is only billed for 3.5 hours. If the lesson goes twenty minutes over, the client is billed for 4.3 hours.) Hours billed are rounded to the tenth of an hour (i.e. 2.1 hours). CA instructors are independent contractors & may deviate from this practice at their sole discretion.
- Authorized Instructors: Client agrees to use instructors contracted by CA for flight/ground training exclusively. Giving or receiving instruction by or from any flight instructor not specifically authorized by CA is not allowed.

## PAYMENT

- Payment for rental and instructional services is due upon completion of the flight or ground training session. Signature of this agreement authorizes CA, and its affiliates, to process credit/debit cards in person or over the phone for fees incurred and to sign as required on your behalf. Client agrees to pay interest on past due accounts and returned checks (fee at cost from institution), from the payment due date until paid at a 15% interest rate together with costs of collection (including reasonable attorney’s fees and costs), prior to, and after suit is filed.

CLIENT INITIALS \_\_\_\_\_

## SCHEDULING

- Flight Instructor time: Every effort should be made when cancelling a session with a Flight Instructor to do so a minimum of 24 hours in advance of the reserved time. CA reserves the right to charge a 50% cancellations fee of the total blocked time whenever a scheduled event is cancelled with less than 24 hours of notice.
- Aircraft Time: Every effort should be made to release the aircraft (cancel the reservation) a minimum of 24 hours in advance of the reserved time. CA reserves the right to charge a 50% cancellation fee of the total blocked time whenever an aircraft reservation is cancelled with less than 24 hours of notice.
- Unused Reservations: Flight Instructor and Aircraft Reservations which Client fails to use will be treated in the same manner as cancellations within 24 hours.

## MAINTENANCE

- Discrepancies. Client will inspect the aircraft during preflight and report any issues to CA. Client agrees not to fly or otherwise operate the aircraft when an equipment discrepancy is discovered. Contact CA management immediately with provided numbers below via voice call or text message. If text message is sent provide a description of the issue and a photo if possible. Client will promptly report any maintenance/equipment issues when returning the aircraft.
- Malfunctions and Repairs. Any repairs away from BASE require approval from CA Management PRIOR to and in advance of any work/repairs/maintenance being done. Main: 801-477-0481), or Nate Harris: 801-669-2902).
- Centerline Aviation is not reasonable for expenses incurred by renter (i.e. Hotel/Lodging, Commercial Airfare, Rental Car) due to aircraft malfunction/repair(s) away from BASE, inclement weather, or any other expenses unless previously approved by CA.
- Client agrees to notify CA immediately if involved in an accident or incident (this includes a propeller strike, hard landing, bird strike, or foreign object impact).
- Client agrees not to leave/abandon the aircraft at any location other than BASE, without permission from CA management. Client agrees to pay pilot expenses plus flight time to return the aircraft to BASE.
- Client agrees to pay the repair and/or replacement costs for any damages caused by Client through negligence, failure to comply with the FARs, the AIM, and/or failure to follow proper procedures stipulated in the aircraft Pilot Operating Handbook or Flight Operations Manual.

## FUEL and OIL

- Fuel: Fuel is included in the hourly rental fee. Aircraft are rented on a WET (fueled) basis. Client agrees to check the fuel level & quality prior to each aircraft use/flight. A fuel card is kept in the airplane & is to be used for fuel purchases at the Spanish Fork & Provo Airport's. Client is responsible for the cost of fuel added to return the aircraft to BASE with personal card and will be reimbursed/credited for the fuel expense when accompanied by receipt or proof of purchase up to \$4.85.
- Engine Oil: Oil is included in the rental. Any oil needed prior to departure should be acquired from CA. Client agrees to check the oil level prior to each aircraft use/flight. Client is responsible for the cost of oil added to return the aircraft to BASE with personal expense and will be reimbursed/credited for the oil expense up to \$6 a quart when accompanied by a receipt or proof of purchase.
- Aircraft per CA policy MUST land with 1 hour minimum fuel although the FAA minimum is 30 mins for daytime & 45 mins at night. Please re-fuel on landing to at least ½ and up to ¾ tank in the DA20 and 10-15 gallons per side in the DA40.

CLIENT INITIALS \_\_\_\_\_

**SECURING the AIRCRAFT**

- Client agrees to properly secure the aircraft utilizing available hangers and tie downs, ensuring that the flight control surfaces are secured as recommended by the manufacturer, window shades installed, and engaging locks on all doors & windows. Failure to properly secure the aircraft may lead to damage for which the Client will be held responsible.
- Client agrees to return the aircraft to the line in a clean condition. \*It is expected and Client agrees to leave the aircraft in a tidy & clean manner. Ex: trash removed, seat belts & cockpit organized, & windscreen clean. Aircraft not found in this condition or better should be reported to CA management.
- Client further agrees to reimburse the aircraft owner &/or CA for any/all cost associated with remedying the situation should the aircraft not be returned in proper condition.

**LOCATION and PARKING**

- Parking can be found directly behind hangar #34 in the gravel. A man gate is located west of the gravel parking area leading to the entrance of the hanger.

**DISPUTES and INDEMNIFICATION**

- Client agrees to indemnify, defend, and hold CA harmless from and against any and all actions by any 3<sup>rd</sup> party. This includes but is not limited to any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorney’s fees) arising out of or relating to this Agreement (other than Client’s obligations to pay fees set forth herein), or breach, enforcement, or validity thereof. The parties agree to first submit the matter to mediation in good faith. The parties shall arrange the terms and procedure for mediation. If any dispute cannot be resolved via mediation, the parties agree the dispute shall be resolved via arbitration. Any party may commence mediation, then arbitration, by sending a written request for mediation/arbitration to all other parties stating the nature of the dispute. All mediations/arbitrations shall take place in Salt Lake County in Utah. The parties shall agree upon a mediator and arbitrator. No disputes shall be required to be resolved via AAA procedures. All parties shall initially share the cost of mediation or arbitration decisions shall be final, binding and conclusive on all parties, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction. Only in the event that all parties agree to waive these provisions in writing, shall a party be permitted to file suit in a court of law.

*I have read and understand the above terms, requirements, & restrictions outlined in this agreement. I understand as time goes on amendments may be made by CA Management where required and I agree to comply with those amendments. I acknowledge I’ve received a copy of this agreement. This Agreement is entered between Centerline Aviation, INC & Client by signature below.*

**Client**

**Centerline Aviation**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Sign: \_\_\_\_\_

Centerline Aviation’s vision is to provide quality flight training in an environment conducive to effective learning. Centerline wishes the best success to its clients. Working together we’ll have a safe & enjoyable place to learn aviation along with the responsibilities that come with it.  
Centerline Aviation, INC. 2020