

FREEDOM AVIATION, LLC
AIRCRAFT RENTAL AGREEMENT

BY SIGNING, THE RENTING PILOT UNDERSTANDS AND AGREES TO COMPLY WITH THE FOLLOWING:

I. RENTAL TERMS

1. I agree to pay the posted and prevailing rental rates for the aircraft being rented, including any fuel surcharges or other operating charge(s), which may be assessed at any time including, but not limited to tie-down and hangar fees, landing fees incurred while the aircraft is in my care, custody or control. Freedom Aviation will pay all fuel and oil bills incurred for said aircraft directly via equivalent rental deduction or by reimbursement. Freedom Aviation will reimburse fuel up to current/least posted price at Chandler Municipal Airport. All prices are subject to change at Freedom Aviation's sole discretion. Current pricing is published on the Freedom Aviation website at
(<https://freedomaviation.net/rental-ops>).
2. I agree to pay for the use of the aircraft after each flight unless I have block time previously paid to Freedom Aviation.
3. I will return the aircraft to Freedom Aviation at the scheduled date and time to avoid inconvenience to other renters. In the event of a weather-related delay, I will notify Freedom Aviation as soon as possible of my intentions. If aircraft is delayed for a non-weather or safety related delay, Freedom Aviation reserves the right to charge an inconvenience fee to the renter.
4. In the event the aircraft must be left at another airport due to weather or mechanical delay, it will be renter's responsibility to coordinate arrangements with Freedom Aviation prior to returning the aircraft to Chandler Municipal Airport. The cost to reposition the aircraft will be charged to the renter.
5. I agree to pay the daily minimum for aircraft rentals as published on Freedom Aviation website
(<https://freedomaviation.net/rental-ops>)
6. I will observe all Federal, State, and local air safety regulations.
7. I will possess a valid pilot and medical certificate for each flight conducted and meet all Federal Air Regulations concerning currency requirements for type and rating.
8. I will comply with FAA and Freedom Aviation rules and policies regarding required flight time in the make and model of aircraft that the .
9. I will not carry passengers unless I have at least 3 takeoff and landings in the past 90 days in the category and class/type of aircraft being rented (FAR 61-57).
10. I will use the rented aircraft only for personal business or pleasure and will not conduct commercial operations. I understand that flight instruction may **only** be given by instructors authorized by Freedom Aviation. Instruction by non-authorized instructors will void insurance provided by Freedom Aviation.
11. I will permit no other person to fly the rented aircraft.
12. I agree to take at least one period of flight proficiency instruction from Freedom Aviation at least once every 12 months starting with my initial check-out for renting Air Associate aircraft.
13. I agree to complete the Aircraft Sign-out and Itinerary Sheet each time I rent out an Freedom Aviation aircraft. By signing out the aircraft, I agree to the terms in this agreement as well as those listed on the Aircraft Sign-out and Itinerary Sheet.
14. **CANCELLATIONS:** Freedom Aviation works diligently to keep our aircraft rental rates as low as possible for our customers. An important part of that effort is maximizing aircraft utilization. Aircraft which are scheduled with no intent or firm plans to complete the flight, or rentals which are cancelled without giving us and others who may want to rent the aircraft adequate notification, negatively impact aircraft utilization, and drive costs up as well as deny other customers the opportunity to use the aircraft. We never want to adopt or maintain a policy which may result in a flight being conducted in unsafe conditions; however, cancellations not related to weather or aircraft availability may, at the sole discretion of Freedom Aviation, be subject to the following cancellation charge:
 - Cancellations made 4 or more hours in advance will not receive a penalty.
 - Cancellations made 4 or less hours before the scheduled time will be charged penalty equal to the time reserved for the aircraft, and in accordance with our rental minimums. No shows will be charged a penalty equal to the time reserved for the aircraft, and in accordance with our rental minimums.
 - Cancellations must be made via our online scheduling system; the time stamp of which will be used as the recorded official cancellation time. Cancellation penalties will be charged immediately to your account against block time, or to your credit card. Abuse of the system resulting in frequent cancellations, even outside of the time range that would generate penalties, may disqualify the pilot from further scheduling privileges.
 - Freedom Aviation reserves the right to reschedule and rent out previously reserved aircraft if the previously reserved aircraft has not been checked out, and the customer has not notified Freedom Aviation of being

late within 15 minutes of the scheduled reserved time. If Freedom Aviation does reschedule the aircraft, no cancellation fee will apply.

15. **MINIMUM RENTAL TIME:** Minimum rental times are published on the Freedom Aviation website (<https://freedomaviation.net/rental-ops/>)
16. **PAYMENT TERMS:** Renter agrees to pay all rentals upon the completion of the flight either by cash, check or credit card. A \$75.00 fee will be assessed on all returned checks. Renter agrees to maintain a valid credit card number on file.
17. **Card on File:** Renter agrees to maintain a valid credit card number on file. Renter authorizes Freedom Aviation, at its sole discretion, to charge this card for unpaid flight time or other expenses incurred. Renter acknowledges that he/she will not be able to check out an aircraft without a valid card on file. Renter agrees to periodic challenges to the credit card's authorization status to verify card's validity.

II. PRE-FLIGHT OPERATIONS

1. I will schedule all flights through the scheduling platform on Freedom Aviation's website. I will enter the Hobbs meter and Tach times for the start and end of each flight on the flight record sheet provided for each aircraft.
2. I will complete a flight risk analysis before renting an aircraft and conduct a thorough pre-flight inspection before flying an aircraft then assume all risk and responsibility of that aircraft's airworthiness at the time of flight.
3. I will fly only during hours of daylight and in VFR weather. Night flights and flights in Instrument Meteorological Conditions (IMC) must be authorized on the Renter/Student Information form by an authorized Freedom Aviation Flight Instructor.
4. I will obtain up-to-date weather reports and forecasts immediately prior to departure and will not fly when ceilings are forecast to be less than 1,000 feet and/or visibility below five (5) miles, unless authorized as described in paragraph 2, and operating with an IFR Flight Plan.
5. I will notify Freedom Aviation of the destination(s) of the aircraft and will not land on airports of 2,300 feet or less without prior approval by a Freedom Aviation approved Flight Instructor. All destination airfields must have a maintained **paved** runway
6. I will inspect and make a ground check of the aircraft, its equipment, and accessories before takeoff and will not accept the rented aircraft until I am satisfied with its airworthiness (including required inspections) and the proper functioning of equipment and accessories (per airplane's owner manual).
7. I will check all three (3) tires for worn spots, i.e., cord showing (by moving the plane so the tires make one complete rotation) and to make sure no bird nests are in the cowling.

III. FLIGHT OPERATIONS

1. I will observe all Federal, State and local air safety regulations. I will not taxi on non-approved areas at Chandler Municipal Airport or operate the aircraft on grass or dirt runways.
2. I will not taxi or takeoff in Freedom Aviation Rental Aircraft when the surface winds or gusts are given or forecast to be 30 knots or more, or with a crosswind component greater than 15 knots.
3. I will land only at FAA designated airports, except in case of an emergency. I will use current navigation charts and check the Facility Directory/Chart Supplement for all information regarding airports of intended landings.
4. I will fly at least 1,000 feet above the ground (2,000 feet over populated areas), except for takeoff and landings.
5. I will document any inoperative components or problems that could compromise safety in the Squawk log when the aircraft is returned to Freedom Aviation.

IV. AIRCRAFT DAMAGE AND REPAIR

1. I will report all accidents or incidents, major or minor, to Freedom Aviation as soon as possible, including names and addresses of witnesses and involved parties (including passengers). In the event of an accident, I will not move the aircraft until specifically authorized by Freedom Aviation and, if required, the FAA.
2. In the event of an equipment malfunction, I will not tamper with, modify or attempt to repair any components on the aircraft, but will contact Freedom Aviation for instructions on what should be done.

V. AIRCRAFT INSURANCE

1. I understand Freedom Aviation insurance carrier provides aircraft liability limits as published on Freedom Aviation's website (<https://freedomaviation.net/insurance-policy>). This policy is intended to protect Freedom Aviation from loss arising from incidents in the covered aircraft. It is not intended to protect, immunize or otherwise provide coverage to the pilot in command of the rented aircraft
2. I understand that, in order to rent and operate an aircraft of Freedom Aviation, I, the Renter/Pilot in Command/Flight Instructor must obtain, sustain, and provide an aircraft rental insurance policy that covers the complete cost of the hull of the aircraft in which I am renting and provide such proof of this coverage on demand and at periodic intervals.
3. I further understand, in case of my negligence or recklessness, that Freedom Aviation and/or its insurance carrier may make claim against me for damage to the aircraft that exceeds the aforementioned policy limitations.

VI. AGREEMENT EXPIRATION AND MISCELLANEOUS

1. I understand that this agreement may be withdrawn at any time, and automatically renews for a 1-year period unless terminated by either party with a 30-day written notice.
2. I agree that Freedom Aviation, in its sole discretion can modify and amend this agreement at any time. I understand a current version of the agreement is published on Freedom Aviation website

(<https://freedomaviation.net/rental-agreement>). I also agree that modifications and amendments to this agreement will be made known to me and considered in effect upon receipt of the notice through emails sent via Freedom Aviation's then current aircraft scheduling system.

3. Collections expenses. If this Agreement is given to an attorney, or collection agency, for collection or enforcement, or if a suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceedings, then Renter shall pay Freedom Aviation all costs of collection and enforcement, including reasonable attorney's fees and court costs in addition to other amounts due.
4. Legal Jurisdiction. In the event of any disagreements all parties agree to partake in binding arbitration procedures in the state of Arizona.

FULL LEGAL NAME: _____

RESIDENTIAL ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: _____ (Cell/Work) _____ (Home)

PILOT CERTIFICATE NUMBER: _____

I HAVE READ AND RECEIVED A COPY OF THIS RENTAL AGREEMENT AND AGREE TO COMPLY WITH THE PROVISIONS SET FORTH WITHIN. WITH MY SIGNATURE I AFFIRM IN THE POSITIVE AND WITHOUT RESERVATIONS.

Signature: _____ Date: _____

Printed Name: _____

ID Verification: _____

*Parent Signature: _____ Date: _____

**(Required-If under 18 years of age)*