

AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (“Agreement”) is made and entered into on _____ (“Effective Date”) by and between Performance Aircraft Sales, Inc., d/b/a Performance Aircraft with its principle offices at 3431 Aviation Rt. Ste. 130, Lincoln, NE 68524 (“PERFORMANCE AIRCRAFT”) and (“RENTER”) _____, an individual whose address is _____.

In consideration of PERFORMANCE AIRCRAFT renting its owned or leased aircraft (“Aircraft”) to Renter, the parties agree as follows:

A. RENTER agrees:

1. To operate PERFORMANCE AIRCRAFT’s owned or leased aircraft (“Aircraft”) in full compliance with the Federal Aviation Regulations (“FARs”) and other applicable laws, rules and regulations.
2. To comply with the Standard Operating Procedures (“SOPs”) of PERFORMANCE AIRCRAFT, a copy of which is available on the PERFORMANCE AIRCRAFT website. The SOPs are incorporated in this Agreement. I have read, understand, and shall abide by the SOPs and shall remain current on any future updates to the SOP’s.
3. To pay PERFORMANCE AIRCRAFT for each hour of use of the Aircraft or fraction thereof, as recorded by the Aircraft’s Hobbs meter; and to pay PERFORMANCE AIRCRAFT for each hour of instruction received or fraction thereof, as recorded by PERFORMANCE AIRCRAFT’s Flight Instructor.
4. Not to operate or use the Aircraft for any unlawful purpose, including but not limited to transport of hazardous or illegal substances. In PERFORMANCE AIRCRAFT’s sole discretion, PERFORMANCE AIRCRAFT may terminate this Agreement if the Aircraft is operated for any apparent unlawful purpose, regardless if the purpose is later established as lawful. I will be liable to PERFORMANCE AIRCRAFT for the loss of the Aircraft caused by the confiscation thereof by any public authority due to the illegal use thereof.
5. During the time in which I possess and use the Aircraft, I will assume and maintain full operational control over the Aircraft and assume all responsibility and liability for the Aircraft, including any loss or damage to the Aircraft, its components, parts or equipment.
6. To pay for any and all risks and costs of fees and fines associated with my operation of the Aircraft, including but not limited to the following: any landing and parking fees, tie-down, handling, or hangar charges, taxes, assessments, and charges imposed by any national, state, municipal, or other public or airport authority relating to my use or operation of the Aircraft until the Aircraft is returned to PERFORMANCE AIRCRAFT.
7. If the Aircraft is damaged while in my care, I agree to pay the deductibles for any insurance claims, as well as the cost of any damage not covered by, or exceeding the policy limits for, insurance policies carried by PERFORMANCE AIRCRAFT. I understand that the Hull Insurance (physical damage insurance) and Liability Insurance policies carried by PERFORMANCE AIRCRAFT each have deductibles of \$1,000 (all single engine and not-in-motion multi-engine claims) and \$2,500 (in-motion multi-engine claims). I acknowledge my liability and am aware that I can obtain additional insurance policies, should I desire additional coverage.

8. To immediately report all accidents or incidents to PERFORMANCE AIRCRAFT, regardless of whether I deem them to be major or minor, along with any names, contact information, and addresses of witnesses and involved parties. I will take all precautions to ensure that the Aircraft is protected from further loss or damage, and I will file all reports required by the Federal Aviation Administration and the National Transportation Safety Board. I will not permit the Aircraft to be moved unless expressly authorized by PERFORMANCE AIRCRAFT following any accident or incident.
9. To pay the cost of recovering the Aircraft if abandoned away from KLNK, including: all transportation expenses for one pilot to get to the abandoned Aircraft and all other costs directly related to the operation
10. To present an itemized receipt for reimbursement of any fuel purchased at another location. Aircraft are rented on a "wet" basis, which includes the cost of fuel within the rental rate, and PERFORMANCE AIRCRAFT will reimburse me for off-base fuel purchased, up to PERFORMANCE AIRCRAFT's current per gallon price at KLNK for 100LL fuel.
11. To immediately report any maintenance related items that could interfere with the safety of a flight, and squawks found, to PERFORMANCE AIRCRAFT.
12. Not to tamper with, molest, or attempt to repair any parts of the Aircraft or its accessories. I will contact PERFORMANCE AIRCRAFT for instructions upon encountering mechanical issues or malfunctions.
13. To pay a \$50 callout fee for solo rental flights that would require a special dispatch outside of normal operating hours.
14. To pay a minimum charge of 2 rental hours for each 12 hour period that the Aircraft is in my possession.
15. To keep a minimum on \$250 on a prepay account with PERFORMANCE AIRCRAFT prior to the beginning of any reservation and in order to hold any future reservation(s).
16. I will keep a valid credit card on file in PERFORMANCE AIRCRAFT's scheduling/billing software and agree to have the credit card on file charged by PERFORMANCE after each reservation if there are not sufficient funds available in my prepay account. A receipt of the transaction will be made available to me.
17. If I am training for a Private Pilot Certificate, I will have written approval and the necessary endorsement from my Flight Instructor prior to operating the Aircraft. I will not carry passengers and will make a full stop after each landing of the Aircraft, unless otherwise approved by the Certified Flight Instructor.
18. I will accept and abide by PERFORMANCE AIRCRAFT's late, no show, and cancellation policy. If I am unable to fly an Aircraft and/or receive instruction as scheduled, I will notify PERFORMANCE AIRCRAFT at least 72 hours prior to the scheduled reservation time. If my notice of cancellation is less than 24 hours prior to the scheduled reservation time, or if I am more than 15 minutes late for a scheduled reservation, I agree to have the reservation marked as "No Show/Late Cancellation" and to pay the corresponding cancellation fee. For reservations equal to or greater than 6 hours, I will provide at least 72 hours cancellation notice or agree to pay the corresponding cancellation fee. Cancellation fees are equal to 1/10 of the Aircraft Rental Rate and ½ of the Instructor Rate, multiplied by the length of the reservation. In PERFORMANCE AIRCRAFT's discretion, PERFORMANCE AIRCRAFT reserves the right to remove reservations and/or limit future scheduling privileges for customers with a pattern of cancellations.
19. Training reservations will not automatically be cancelled or rescheduled due to inclement weather, as ground instruction may be accomplished during this time. I understand that during some stages of flight training, less than perfect flight conditions are an important part of flight training and gaining experience. PERFORMANCE AIRCRAFT will contact me when training reservations are cancelled or rescheduled because of hazardous weather.
20. To return of the Aircraft to PERFORMANCE AIRCRAFT at the agreed upon time, weather permitting. Late returns of more than 30 minutes may be subject to a late return fee of \$100.
21. Not to smoke in the Aircraft or allow passengers to smoke in the Aircraft.
22. To pay all of PERFORMANCE AIRCRAFT's costs and all other reasonable attorney's fees incurred by PERFORMANCE AIRCRAFT arising out of, or in any way connected with the enforcement of the items or conditions of this Agreement
23. In signing this Agreement, I certify that all information I supplied to PERFORMANCE AIRCRAFT is true and correct.

B. PERFORMANCE AIRCRAFT agrees:

1. To provide RENTER with an FAA registered, airworthy Aircraft at the rate advertised by PERFORMANCE AIRCRAFT at the time of rental.
2. To maintain hull and liability insurance on such Aircraft as stated in the SOPs.
3. To comply with and maintain the currency of the SOPs.

C. The Parties further agree:

1. This Agreement, including the incorporated SOPs, is the entire Agreement and full understanding between the parties and there are no other conditions, covenants, promises, or understandings, oral or written.
2. This Agreement is governed and construed in accordance with the laws of the State of Nebraska. The parties agree to jurisdiction of any claims related to this Agreement in a court of competent jurisdiction in Lancaster County or Douglas County, Nebraska.
3. PERFORMANCE AIRCRAFT can terminate this Agreement immediately without written notice for any violation or breach of any portion of this Agreement.
4. PERFORMANCE shall be relieved of its obligations hereunder in the event and to the extent that PERFORMANCE's performance is delayed, prevented or otherwise adversely affected in any material way by any cause reasonably beyond PERFORMANCE's control, including but not limited to Force Majeure. For purposes of this Agreement, "**Force Majeure**" shall mean an act of God, strike or lockout or other labor dispute, unexpected crewmember unavailability, act of the public enemy, war (declared or undeclared), blockade, revolution, civil commotion, lightning, fire, storm, flood, earthquake, explosion, governmental restraint, embargo, weather, unexpected aircraft mechanical issues, and any other cause whether of the kind specifically enumerated above or otherwise, provided that in order for any of the foregoing to constitute Force Majeure, it must not be reasonably within the control of such party.
5. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.
6. Neither party may assign this Agreement or its rights or obligations under this Agreement without the specific written consent of the other party.
7. The failure or delay by PERFORMANCE AIRCRAFT to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. Any consent by PERFORMANCE AIRCRAFT to any such waiver or breach of any expressed or implied term of this Agreement shall not constitute a consent or waiver of any subsequent breach.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

"RENTER"

"PERFORMANCE AIRCRAFT"

Signature

Signature

Printed Name

Printed Name

RENTER's date of birth*: _____

**If RENTER is younger than 19 years of age, this Agreement must be signed below by a parent or legal guardian who, by signing, agrees and acknowledges this document in its entirety as applicable to RENTER and to him or her, and his or her spouse (if any).*

Signature of Parent or Legal Guardian

Printed Name