



## AIRCRAFT RENTAL AGREEMENT

This rental agreement shall govern the relationship between MH AVIATION INC., hereafter referred to as Company, and \_\_\_\_\_, hereinafter referred to as Renter/Student, for all rental transactions between Company and Renter. This agreement replaces any previous agreement(s).

### MH AVIATION AIRPLANE RENTAL AND FLIGHT INSTRUCTORS

MH Aviation Inc. is an aircraft rental company that supplies third-party flight instructors and their students with aircraft to train in. All students will be required to pay for both the cost of the aircraft rental and the Flight Instructors time. *These invoices will be separate.* The Flight Instructor will charge for their time and payment shall be made to them directly. MH Aviation Inc. will charge for the aircraft rental based on flight time. All invoices shall be made to MH Aviation Inc. within 10 days or future rentals will be cancelled until payment is made.

### NEW RENTER TO-DO ITEMS

Any new Renter to MH Aviation Flight School shall provide the following documentation to our dispatch team PRIOR to scheduling an aircraft rentals.

Below are the following items that need to be emailed to [info@mhaviation.com](mailto:info@mhaviation.com)

1. Pilot's License
2. VALID Medical Certificates
3. SIGNED Pilot History Form
4. Copy of valid Driver's License
5. Proof of Non-Owner Aircraft Insurance (Renter's Insurance)
6. SIGNED MH Aviation Renter Agreement (this agreement)

Renter shall provide to MH Aviation all required documents, proof of Non-Owner Aircraft (Renter's) Insurance, and a signed copy of this agreement prior to renting or using any MH Aviation aircrafts. All renters will advise MH Aviation the following background information:

- Any incident or accident, major or minor, they have ever been involved in
- Any action taken by Federal, State or Local authorities against their certificates
- Any action taken by Federal, State or Local authorities in regards to alcohol or drugs

Renter/Student Initial: \_\_\_\_\_

## **CERTIFICATIONS/CURRENCY**

Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated. Further, the Renter must possess a current FAA issued medical certificate appropriate for the type of operation to be conducted and proof of current biennial flight review (BFR). Renter must have the appropriate pilot's certificates, medical certificates, and photo identification on their person during all flights.

All renters agree to engage in flight checks and aircraft checkout by an approved MH Aviation Flight Instructor for every aircraft the Renter intends to rent from the Company. Renter further agrees to flight checks for any of these conditions/situations:

1. Renter has not flown that model of aircraft within the previous 60 days. If renter is checked out in Company aircraft, but has not flown Company aircraft within the previous 60 days, but has flown another aircraft of the same type from another flight service, Renter will be required to show proof via logbook entry to an authorized MH Aviation Flight Instructor.
2. IFR proficiency flight
3. Night flight currency

## **AIRCRAFT RESERVATION PRIORITY**

Aircraft reservations are handled on a first-come, first-served basis. All renters are encouraged to schedule in advance to secure their desired aircraft and time.

Checkrides are exempt from this policy and may be given scheduling priority due to their time-sensitive nature and importance to student certification.

## **MINIMUM FLIGHT HOURS**

Renter acknowledges and agrees to the following minimum rental requirements.

- < 5 hour reservation, there will be no minimum hours billed.
  - 5-12 hour reservation, the minimum billable rate will be 3 hours.
- (12 hours is maximum rental period for all MHA aircraft)

## **MULTI ENGINE**

Solo-rentals are not permitted. Multi engine "time-building" is available and rates are published on our website. The "time-building" rate includes an MHA CFI, named on the insurance, to be an approved observer only.

## **PREFLIGHT INSPECTION**

Renter/Student Initial: \_\_\_\_\_

Renter is required to perform a thorough preflight walkaround as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is required to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in any aircraft that is known to be in an unairworthy condition assumes all liability and responsibility for any damage or injury that may result from such an action.

Renter agrees to perform preflight actions as discussed in 14 CFR Part 91, Subpart B, Section 91.103 in regards to checking all weather reports, planning alternative landing airports, and verifying runway lengths at planned and alternative airports. Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and enroute (ceilings of at least 3,000 feet and visibility of 5 miles or greater is required) unless Renter is Instrument Rated, current for IFR and specifically approved by the Company for IFR Flight.

Renter is required to verify that all “AROW” documents are in the aircraft prior to departure.

## **AIRCRAFT OPERATIONS**

Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including: preflight inspection, pre-engine startup, engine startup, taxi, takeoff, cruise, landing, engine shutdown, and post-flight. Renter is responsible for the proper operation of all equipment in the aircraft.

Renter agrees to ensure that the aircraft is operated with

1. Proper quantity and type of engine oil
2. Proper octane of fuel
3. Adequate fuel is loaded for the intended flight

Renter agrees to operate the aircraft from the Pilot in Command (PIC) seat (left seat) as the sole manipulator of the controls.

MH Aviation strongly recommends filing an FAA flight plan for all cross-country flights. *Please not do forget to close your flight plan prior to departing the airport at the end of your flight.*

Renters are encouraged to always exercise conservative decisions when faced with possible delays/issues due to weather or mechanical issues.

Renters agree to never interfere with the operation of the Hobbs or Tachometer of any aircraft. This includes: disconnection of wiring, pulling of fuses or circuit breakers, setting of flight controls into unsafe positions. Renter furthermore agrees, to not tamper with nor attempt to repair any part of the aircraft. Renter will contact the Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.

Renter/Student Initial: \_\_\_\_\_

## STUDENT PILOT AIRCRAFT OPERATIONS

All student pilots who plan to solo an MH Aviation aircraft must receive authorization from a authorized Company Flight Instructor for every solo flight.

All solo student pilots will operate airplanes with-in the crosswind component assigned by Company Flight Instructor.

At no time, is a solo student pilot authorized to do any stalls or slow flight.

## PROHIBITED ACTIONS

- a. Hand-propping to start an aircraft.
- b. Carrying pets without express and written approval of Company.
- c. Smoking, or allowing smoking, in or near an aircraft.
- d. Operating an aircraft in violation of terms of this agreement.
- e. Starting, taxiing or flying an aircraft while under the influence of alcohol or drug(s). Or, operating any aircraft within a 12 hour period of using intoxicating substances including but not limited to: liquor, legal or illegal drugs, tranquilizers, and sleeping aides.
- f. Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR); (ii) in violation of State, or Local law; (iii) in violation of any Letter of Agreement executed by Company with the home or local airports.
- g. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices or Company operating procedures.
- h. Operating the aircraft outside the continental United States of America.
- i. Operating outside VFR and IFR weather minimums.
- j. Operating at unlit airports during night operations.
- k. Operating at airports with unpaved runways and /or taxiways.
- l. Operating at airports where intended runways have usable length of less than 2,500 feet (SEL) or 3,500 feet (MEL).
- m. Any sort of spin
- n. Flights for purpose of flight instruction or any other commercial purpose without written consent from the Company
- o. Operating for any illegal purposes
- p. Operating in any race, speed test or contest
- q. Operated by any other person than the Renter who signed this agreement

## INSURANCE COVERAGE

- 1) Renter agrees to obtain and maintain throughout the entirety of training and rental Non-Owner's Aircraft Insurance with the following minimums:
  - Liability Insurance of NO LESS than \$500,000 per occurrence (1 million is recommended)

Renter/Student Initial: \_\_\_\_\_

- Physical Damage and Loss of Revenue limits of NO LESS than \$25,000 for all single engine aircrafts (Cessna 172) and \$40,000 for multi-engine aircrafts (Twin Comanche)

- 2) Renter also acknowledges that should a situation arise where damage to the aircraft occurred while in the Renter's possession and the insurance fails to cover such damage he/she will be liable for entire cost of repairs and/or replacement.
- 3) Renters are able to use any insurance provider they would like for coverage but all insurance documents must be forwarded to MH Aviation at info@mhaviation.com prior to any flight rental or instruction.
- 4) Renters may be held responsible for any and all damage to the aircraft that results from the Renter's actions or negligence, including but not limited to, damage to tires and landing gear due to excessive braking or hard landings. Further, Renter may be held responsible for aircraft loss of use charges.

**Rental insurance provider:** \_\_\_\_\_ **Policy #:** \_\_\_\_\_

### **COSTS OF RENTAL/USAGE**

Renter expressly acknowledged personal liability to pay the Company on demand:

1. Service and time charges computed at the applicable posted rates until said aircraft is returned to MH Aviation
2. Any loss or damage to the aircraft, its components, parts or equipment during the rental period
3. The amount of any parking, tie-down, or hangar charges until the aircraft is returned
4. If the aircraft is abandoned away from the home base airport (KWJF), the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft back to home base.

### **EXTRA CHARGES THAT COULD OCCUR**

Renters and student pilots are responsible to check aircraft tires prior to each flight to ensure there are no bald spots with cord showing. If an airplane is hard squawked for a flat tire or bald spot (with cord showing), then the last student or renter pilot to fly the airplane will be billed for the full cost of the tire replacement (labor, parts and retrieval expenses). The at-fault student or renter pilot will also be required to complete three take-offs and landings with an authorized MH Aviation Flight Instructor before he or she is able to rent the aircraft again. Thus, it is vital that you not only check the tires before flight but also after flight and all hard landings, or excessive braking should be reported to MH Aviation maintenance staff as soon as possible.

Furthermore, in the event the master switch is left on by a student or renter pilot causing a dead battery, he or she will be charged \$115.00 for the repair. Or, whatever the local maintenance facility charges if away from home base. If a new battery in whole is required, the student or renter will be liable for the entire cost of the battery plus applicable labor charges to change it out.

**I have read & understand the Aircraft Tires & Master Switch Policy:** \_\_\_\_\_ **(initials)**

Renter/Student Initial: \_\_\_\_\_

## **EVENT OF ACCIDENT OR INCIDENT**

In the event of accident or incident involving company aircraft, Renter will act according to the tenets of NTSB Part 830; particularly:

- a. Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
- b. Notifying and cooperating with the proper Federal, State, and Local authorities.
- c. Reporting the event to Company as soon as possible using the emergency communication protocol included with the aircraft documents.
- d. Seeking to gather names and addresses of any witnesses to the event.
- e. Preparation and filing of the required appropriate forms.

## **TRANSIENT PARKING POLICY**

Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:

- a. Flight control/gust locks in place.
- b. Master and ignition switches off.
- c. Seat belts secured inside the aircraft
- d. Chocks in place.
- e. Tie-downs secured (if tied outside), keys removed.
- f. If hangared, the hangar is secure.

## **TRANSIENT MAINTENANCE POLICY**

At MH Aviation Inc., we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from William J. Fox Airfield will apply should a breakdown occur.

- \* In the event of a breakdown, notify MH Aviation Inc.. of the problem immediately. If maintenance personnel are not available leave your name, aircraft number and telephone number where you can be contacted.
- \* Do not authorize any repairs to be made to the aircraft without clearance from the MH Aviation Inc. representative. Failure to do so could result in the Renter being responsible for a portion of the bill.
- \* MH Aviation Inc. will not reimburse the Renter for any overtime charges, call-out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.

Renter/Student Initial: \_\_\_\_\_

• MH Aviation Inc. will cover the cost of fuel purchased at other airports; however, the student or renter will be responsible for any price difference between the self-service fuel rate at William J. Fox Airfield (WJF) and the rate paid at the off-site location. For example, if the self-service rate at WJF is \$5.85 per gallon and fuel is purchased at another airport for \$6.85 per gallon, the renter will be responsible for the \$1.00 per gallon difference. In this example, for 10 gallons, the additional cost would total \$10.00. This amount will be itemized and reflected on the aircraft rental invoice.

On this note, all students and renters are responsible for any landing, parking, ramp, or administrative fees incurred at airports outside of our home base, and such charges will be included on the aircraft rental invoice.

**CANCELLATION POLICY**

Aircraft rentals and dual lessons may be cancelled for any reason without charge if there is a minimum of 12 hours notice given. If there is less than 12 hours notice given and weather or illness is not a factor the student/renter will be charged a “no-show/cancellation” fee. If you are unable to use the aircraft at the time scheduled, please call MH Aviation as soon as possible so we can free the aircraft for other pilots. If you need the aircraft longer than originally scheduled, please call and check the schedule first. Do not assume the airplane is available. If you have not shown up for your scheduled flight time, the aircraft will be made available for other rentals after fifteen minutes. To maximize the schedule or due to maintenance, MH Aviation dispatch my change your reservation to another aircraft with the same make and model without notification. If your scheduled airplane has gone in for maintenance and there isn’t another airplane available with the same made and model, the MH Aviation dispatch team will contact you for further instructions.

Client cancellation (under 12 hours) and No Show Fee is as followed:

One-half of reserved Aircraft Rental time to MH Aviation

One-half of reserved Flight Instructor time to the authorized, scheduled Flight Instructor

**I have read and understand the Cancellation/No Show Policy: \_\_\_\_\_ (initial here)**

**PHOTOGRAPHY RELEASE POLICY**

Renter hereby grants MH AVIATION Inc. and/or MH Fuels LLC the irrevocable right and permission to photograph the Renter and to edit, alter, copy, reproduce, distribute, and otherwise use such photographs for any lawful purpose, including but not limited to promotional, advertising, marketing, and publication purposes in any media now known or hereafter developed, including the internet, magazines, journals, books, and articles. Renter acknowledges and agrees that no compensation, payment, or royalties shall be due for such use. Renter further agrees that all such photographs and related materials shall be the sole and exclusive property of MH AVIATION Inc. and/or MH Fuels LLC. To the fullest extent permitted by law, Renter hereby releases and waives any and all claims, demands, rights, or causes of action, whether known or unknown, arising out of or related to the use of such photographs, including any claims for compensation, royalties, or other consideration.

Renter/Student Initial: \_\_\_\_\_

**I have read and understand the Photography Release Policy: \_\_\_\_\_ (initial here)**

Renter indemnifies and holds harmless Company against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney’s fees) asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action or judgment which may arise by reason or in connection with Renter’s operation of Company aircraft under this agreement.

MH Aviation reserves the right to cancel this agreement at any time without prior notice to Renter.

MH Aviation also reserves the right at any time to refuse aircraft rental and flight instruction to our customers. Customers demonstrating dangerous decision making skills, displaying signs of anger management problems, are disrespectful to any MH Aviation staff, refuse to follow company policies or are involved in any accident or incident may be asked to take their business elsewhere. It is not our intention to refuse service but safety and the well-being of our staff is our number one priority.

*Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions.*

Having read and understood this agreement, I agree to all terms and conditions as set forth.

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**Renter’s Signature**

\_\_\_\_\_  
**Renter’s Printed name**

Renter/Student Initial: \_\_\_\_\_