

Thornapple Flying Academy LLC AIRCRAFT RENTAL AGREEMENT,  
POLICIES AND PROCEDURES

This Agreement is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between Thornapple Flying Academy, LLC, (hereinafter referred to as "TFA") through its authorized representative and \_\_\_\_\_, (hereinafter referred to as "Renter")

I, the undersigned, agree to abide by all of the following terms and conditions of this Rental Agreement as well as any subsequent amendments or addendums hereto for each and every flight I make in any aircraft owned, leased, or operated by TFA as well as comply with any and all policies and procedures outlined herein and any subsequent amendments or addendums thereto:

1. All operations of the aircraft shall be made in compliance with any and all applicable local, state and federal rules and regulations and specifically the Federal Aviation Regulations. Examples of the FAR's include:

a. Renter shall possess a valid Medical certificate and meet the currency requirements set forth by the Federal Aviation Regulations for the type of flight being flown.

b. Renter is required to make known to him/her all information available pertaining to their particular flight including, but not limited to, NOTAMS, TFR's, and WEATHER.

c. Renter is required to check the WEATHER, both current and forecasted conditions, along their proposed route or local area prior to each flight.

d. No renter shall fly any aircraft owned, leased or operated by TFA into IFR conditions without the appropriate ratings, clearance and compliance with FAA requirements.

e. No renter shall fly any aircraft owned, leased or operated by TFA into known icing conditions, thunderstorms, or any other adverse weather conditions.

f. A pre-flight inspection shall be required before each flight.

g. Renter shall possess a current Private Pilot License with a minimum rating of Airplane Single Engine Land. Students are permitted to fly under the direct supervision of a certified flight instructor (CFI) or have the appropriate logbook endorsement allowing for solo or cross country flight.

2. All students shall comply with any specific direction or requests of their flight instructor as well as the requirements set forth elsewhere in this Agreement.

3. Renter is required to be approved for operation of any aircraft owned, leased or operated by TFA. Approvals are granted by recognized TFA flight instructors or TFA representatives. This approval will be in the form of check ride consisting of both ground and in-flight instruction. The flight instructor has, in his sole discretion, the authority to grant or deny approval.

4. To remain current on his/her approval, a renter must have completed one flight within the preceding 90 days or provide proof of proficiency that he/she has been operating a similar make and model aircraft within the preceding 90 days of the proposed flight. TFA reserves the right to require additional check rides as TFA deems, in its sole discretion, necessary.

5. Flight over water is permitted provided the aircraft, at all times, can be safely glided to a point at least one (1) mile inland from the shoreline

6. The pre-flight aircraft inspection shall be performed, at a minimum, in accordance with the recommended pre-flight inspection outlined by the POH specific to the aircraft being flown.

7. The aircraft carries hull coverage in an amount equal to the value of the aircraft, less deductibles. Deductibles are \$500.00 for accidents occurring while the aircraft was not in motion and \$1,000.00 for accidents occurring while the aircraft is in motion. The aircraft is insured for \$1,000,000.00 liability per accident total and \$100,000.00 maximum per aircraft seat. **The insurance DOES NOT cover the actions of the pilot while operating the aircraft.** In the event of an accident the renter is liable for the deductible and in the event negligence on the part of the renter is proved, the renter can be held liable for any liability claims as well. If our insurance company can prove that you were grossly negligent, you could be held liable for all costs of repair or replacement of the aircraft. Renter's insurance is available from a number of sources and is normally very reasonable. **TFA Requires that you carry a Renters Insurance Policy.** Applications can be made available upon request.

8. Renter shall specifically hold TFA harmless and indemnify TFA for any and all losses that are incurred as a result of Renter's use of the aircraft.

9. Renter, renter's heirs, assigns, executors, administrators, and representatives hereby specifically release TFA, its representatives, assigns, and flight instructors from any and all claims for damage or liability renter may have as a result of his/her operations of said aircraft.

10. Renter is specifically responsible for maintaining adequate fuel and oil levels for each flight.

11. Renter shall be prohibited from performing any maintenance or

making arrangements for any maintenance to any aircraft owned, leased or operated by TFA. If it becomes necessary to perform or have repair work performed, renter shall contact one of the persons listed in the contacts paragraph of this agreement for further instruction.

12. Renter shall not allow any other person to operate any aircraft owned, leased or operated by TFA who has not been authorized for flight in that aircraft.

13. In the event an aircraft shall become stranded at a foreign airport [being an airport other than Hastings (9D9)] due to an accident or for any other purpose or reason other than Weather, caused by the renter, renter shall be responsible for any and all costs incurred for returning said aircraft to Hastings (9D9). Renter may also be charged for loss of income resulting from the aircraft unavailability.

14. Flight reservations can be made in one of two ways:

a. Website – Thornapple Flying Academy, LLC has a website located at [www.flightschedulepro.com](http://www.flightschedulepro.com). Access to the TFA page is made via a login screen. For security purposes, renter will be given the specific login criteria by a TFA site administrator.

b. Telephone – Provided all other requirements are met for rental, reservations can be made by contacting any authorized flight instructor or a TFA contact as provided for hereinafter.

15. The scheduling calendar allows for a maximum of 5 hours per reservation. This is to ensure availability to others during peak season. An extended reservation can be provided through the Administrator to allow for special circumstances. Anticipated demand at the time of the requested

reservation will be a factor in granting the request. It is suggested that at least 3 hours of rental accompany a 10 hour reservation and 4 hours of rental for an all day or over night reservation.

16. Access to the hanger and plane is gained through a locked service door. The key to the service door is located in a lock box attached to the exterior of the hanger. The key for the aircraft is located in a lock box attached to the wall next to the lockers. Access to the lock boxes is gained by entering the appropriate codes. For security purposes, this code will be given by either a flight instructor or TFA contact. The hanger door, service door and airplane keys are to be closed and locked after each flight. The airplane key shall **Never** be left in the airplane when unattended.

Renter agrees to never copy or duplicate any key belonging to TFA or give a key to anyone.

17. Upon request, TFA shall provide a list of approved flight instructors. Said instructors are not employees of TFA and are independent contractors. TFA makes no representations or guarantees that a particular flight instructor will be available at any given time. TFA reserves the right to terminate its relationship with any flight instructor at any time and without notice to renter. Only TFA approved flight instructors are permitted to provide flight instruction in a TFA aircraft. Renter acknowledges that his/her decision to execute this agreement is not based on the availability of a particular flight instructor.

18. Renter shall not use, or allow the aircraft to be used for ANY commercial operations other than flight instruction given by one of the approved TFA flight instructors..

19. Flight time is calculated using a standard Hobbs meter, NOT THE

TACHOMETER, located on the instrument panel of the airplane. The Hobbs meter number needs to be recorded on your flight envelope prior to each flight. As a courtesy to the next renter it is requested that you write your Hobbs-In time as the Hobbs-Out time on the next available flight envelope. The Hobbs meter is given in tenths of an hour. Unless the tenths are clearly centered, this number should be rounded up. Flight time is determined by the difference of the Hobbs out time (time on Hobbs prior to flight) and Hobbs in time (time on Hobbs upon conclusion of flight).

20. Computation of the amount owed for a flight shall be made by multiplying the flight time by the appropriate rental rate. Instructor fees shall be in addition to flight time.

21. TFA reserves the right to adjust the rates as needed to account for changes in operational expenses or fuel price fluctuations.

22. The rental rates set forth in paragraph 20 herein above includes fuel up to a specific cost per gallon. This cost per gallon may be posted on the TFA website as well as posted inside the TFA primary hanger. Renter shall be responsible for the cost of fuel purchased where the cost per gallon of fuel exceeds the price paid by TFA at 9D9. If you purchase fuel elsewhere, Pay for the flight as usual, Provide the receipt for your fuel purchase and TFA will send you a check for the fuel purchase at the price per gallon that TFA pays at 9D9. If fuel is needed prior to the start of your flight or upon conclusion, a fuel card is located within the airplane. This location will be disclosed during your check ride. The fuel card is limited to purchasing fuel only and only for the aircraft in which the card is located. Any other use of the card is unauthorized and the user will be subject to criminal prosecution. If a use other than fuel is required, prior authorization is needed and can only be given by Lewis Shaw, Tom Otto or Ross DeMaagd. A receipt shall be

obtained upon the purchasing of any fuel and placed in the deposit locker.

23. Oil is included with the rental rate. It is the responsibility of the renter to ensure that the airplane has adequate oil prior to use. This is to be confirmed as part of the pre-flight inspection. Oil is generally available in the hanger. If a renter is expecting to take a long trip that may require adding oil, he/she should take extra oil with them on that flight. If oil is to be purchased abroad, it shall be of the same grade and brand as currently used by TFA. Check with a TFA Contact for the current Oil being used. If this is not available, the nearest equivalent shall be used and renter shall report its use immediately to a TFA contact.

24. Payment for a flight shall be made at the conclusion of each flight, unless prior arrangements have been made. These arrangements can only be made through a TFA Contact as provided for hereinafter. However, any renter may prepay for future flying time. This amount will be held by TFA and future flights will be credited against any amount so advanced. It is expected that a flight, which will exceed the balance on account, will conclude with a payment by renter of the difference.

25. At the present time, all payments are to be made in cash or by check payable to:

Thornapple Flying Academy, LLC  
4833 Cherry Valley Rd  
Middleville, Mi 49333

If you elect to pay in cash, please be advised that TFA assumes no responsibility for lost or stolen cash. Payment by cash is made at renter's own risk.

Credit Card payment can only be made by special arrangement

with Ross DeMaagd.

Paypal payments can be made to: [ross@streetdreamsbyross.com](mailto:ross@streetdreamsbyross.com)

Add a 3% processing fee for credit card and Paypal transactions

26. All payments may be delivered to the above address or placed in the locker nearest the workbench inside the main hanger. A slot on the side, near the top is available for deposit.

27. Renters may elect to pay money in advance for anticipated flight time, instructor time or other fees and expenses. By making an advanced payment, Renter is hereby authorizing TFA to setoff any amount owed by renter for flight time, instructor fees, club dues (if a member of the Aviators Club) or any other amount owed TFA against any monies so advanced without notice to renter and without limitation. TFA limits the amount that can be paid in advance to the sum of one thousand dollars (\$1000.00).

28. For purposes of this Agreement, TFA Representatives/Contacts include:

- a. Lewis Shaw - (269) 948-8018 cell (269)-908 0288
- b. Tom Otto - (269) 795-3738 cell (269) 908 0283
- c. Ross DeMaagd - (269) 795 3100 cell (616) 893 4172

29. Renter shall be liable for any all damages arising from his/her breach of any provision of this Agreement.

30. Renter shall, at all times, keep TFA informed of his current address, telephone number (both home and work), email address and other contact information requested by TFA.



31. This agreement is subject to modification as well as the rental rates provided for in paragraph 20. Any modifications made will be posted on the TFA Website as well as inside the hanger. They shall become effective upon posting and binding as part of this agreement as though originally incorporated herein. TFA reserves the right to make modifications and amendments hereto and demand execution of any such amendments, modifications or agreements as it deems appropriate.

32. This agreement shall be valid for a minimum of one (1) year from the date of execution as stated herein above. Either party may terminate this agreement at anytime by providing the other written notice of their intention to so terminate. Said notice shall be delivered to the other party at the address provided herein above. A termination of this agreement shall prohibit renter from enjoying all benefits associated herewith.

Executed the day and year first above written.

*This is your copy.*

*Intentionally left blank.*

Thornapple Flying Academy LLC AIRCRAFT RENTAL AGREEMENT.

Turn in this page only.

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

City/State/Zip Code \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Hm. Ph: \_\_\_\_\_ Wk Ph: \_\_\_\_\_

Cell Ph: \_\_\_\_\_

Email Address: \_\_\_\_\_@\_\_\_\_\_

Executed the day and year first signed

I received a copy of this document. initial \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signed, Renter. Printed name

If renter is under the age of 18, this must be signed by a Parent or Legal Guardian.

\_\_\_\_\_  
Signed, Parent/Guardian Printed name. Date

1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> \_\_\_\_\_  
Medical Certificate Class Expiration Pilot License #

Thornapple Flying Academy, LLC

Tear off this copy and turn in to TFA