

Jasper County Airport AIRCRAFT RENTAL AGREEMENT

In consideration of the rental fees paid and the covenants contained herein, Jasper County Airport Authority, herein referred to as "JCAA," hereby leases to _____, herein referred to as "Renter," the designated aircraft referred to as the "Aircraft."

1. Renter acknowledgements and agreements:
 - a. During the time in which Renter possesses and uses the Aircraft, Renter shall assume and maintain full operational control over the Aircraft.
 - b. All Aircraft operations shall be conducted under FAR 91 and shall be in strict accordance with the FARs then in effect. "FARs" means the Aeronautics Regulations of Title 14, Parts 1 to 399 of the United States Code of Federal Regulations, as amended.
 - c. Renter acknowledges and agrees that the Aircraft is the property of JCAA.
 - d. Renter acknowledges that he/she is not acquiring any ownership interest in the Aircraft being rented through this agreement.
 - e. Renter acknowledges that JCAA is responsible for maintaining the Aircraft in an airworthy condition.
 - f. Renter acknowledges that he/she will complete a preflight inspection of the Aircraft prior to any intended flight in order for Renter to determine that the Aircraft is in airworthy condition for safe flight.
 - g. Renter agrees to return the Aircraft at the scheduled time, weather permitting.
 - h. Renter agrees to properly secure the Aircraft after each flight and to secure hangar space for the Aircraft, if available, during inclement weather or when overnighting at any airport other than Jasper County Airport (KRZL).
 - i. If upon securing the aircraft, Renter leaves battery Master Switch on, causing the battery to become discharged, the Renter agrees to pay the proper maintenance facility for the maintenance and replacement costs required to either recharge or replace the battery as needed.
 - j. Renter acknowledges that he/she will review the Aircraft Flight Log binder before the first flight of any rental period.
2. Renter expressly acknowledges personal liability to pay JCAA on demand for the following:
 - a. Service and time charges computed at the applicable posted rates until the Aircraft is returned to JCAA.
 - b. Any loss or damage to the Aircraft, its components, parts or equipment during the rental period, attributable to the Renter's negligence.
 - c. All taxes, assessments, and charges imposed by any national, state, municipal or other public or airport authority relating to the use or operation of the Aircraft during the time of use of the Aircraft, excluding state registration and FCC licensing charges.
 - d. The amount of any landing and parking fees, tie-down, or hangar charges until Aircraft is returned to JCAA.

3. Renter agrees not to tamper with, molest, or attempt to repair any parts of the Aircraft or its accessories, but will contact JCAA for instructions upon encountering mechanical malfunctions.
4. If the Aircraft is abandoned anywhere other than Jasper County Airport (KRZL), the Renter agrees to pay all costs (aircraft and personnel) associated with the return of the aircraft to Jasper County Airport (KRZL). If a maintenance issue caused the aircraft to be un-airworthy or unsafe for the return flight to Jasper County Airport (KRZL), the renter agrees to:
 - a. Secure the aircraft
 - b. Call JCAA to discuss aircraft squawks and make further arrangements.
5. Renter agrees to report any Aircraft damage, accident or incident to JCAA as soon as possible.
6. Renter agrees to cancel a reservation with no less than 24 hours' notice. Failure to do so may result in a service charge.
7. When scheduling an Aircraft for any period of eight hours or more, Renter agrees to pay for a minimum of two hours per day rental on weekdays or three hours per day on weekends and holidays unless prior arrangements are made with JCAA.
8. Renter agrees not to transport any pet(s) and/or animal(s) in the Aircraft without prior written approval of the JCAA.
9. Renter agrees that the Aircraft shall not be used or operated:
 - a. For any illegal purposes.
 - b. In any race, speed test, or contest.
 - c. By any person other than the Renter or Renter's instructor for the purposes of instructing the Renter during rental period, provided the instructor is approved by JCAA.
 - d. Outside the limits of the continental United States without written authorization from the Flight School Manager and/or Airport Manager.
 - e. To carry passengers or property for compensation or hire.
 - f. For any purpose for which a charge is made.
 - g. For any flight which the Renter is not properly rated or certified except for training flights conducted by JCAA approved flight instructor.
 - h. For instruction by any instructor not specifically approved by JCAA.
10. Rental by flight instructor- CFIs acknowledge that rental of aircraft is for personal use only. Commercial or instruction outside of JCAA is not permitted.
11. Renter agrees to abide by the following minimum Flight Operations/Safety Rules:
 - a. Pilot Certificate- Unless the Renter is a Student Pilot or is receiving other flight instruction from a JCAA approved instructor, the Renter must hold a valid and current pilot certificate with appropriate ratings and shall be Pilot-In-Command of the aircraft rented from JCAA. Renter will be responsible for the aircraft and its operation at all times during rental period.

- b. Currency- Renter must possess evidence of:
 - i. Current Flight Review (FAR 61.56);
 - ii. Medical certificate and/or satisfactory completion of Basic/Med;
 - iii. Initial Aircraft checkout by a JCAA approved instructor to be followed by annual recurrent aircraft check out by JCAA approved flight instructor;
 - iv. Day/Night Currency- Renter currency requirements are 3 takeoffs and landings (day currency; if the aircraft is a tailwheel aircraft the 3 takeoffs and landings must be to a full stop) and 3 takeoff and landings to a full stop (night currency) within 90 days in the type of aircraft being rented. If Renter does not meet these requirements, he/she must fly with JCAA approved instructor and become current before renting an aircraft.
- c. Physical Conditions, medications, and intoxicating substances. Renter shall operate the aircraft in accordance with Federal Aviation Regulations 61.53 and 91.17.
- d. Weather-
 - i. Renter shall plan to operate the aircraft only when the current and forecasted local, enroute, and destination weather indicates a ceiling of at least 3,000 feet and visibility 3 miles or greater unless Renter is Instrument rated and IFR current or Renter is receiving instruction from JCAA approved instructor.
- e. Flight Planning. For any flight not in the vicinity of the Jasper County Airport (KRZL) Renter must list in their online scheduling reservation the planned route of flight (list airports only). This may be done through the scheduling software or by advising the JCAA who can then input the information into the scheduling software.
- f. Mountain Flights- Mountain flight is prohibited unless Renter has completed a mountain flight training program.
- g. Aerobatics- Aerobatics are prohibited in JCAA aircraft, unless Renter is under the direct supervision of a flight instructor, and only for flight training purposes.
- h. Approved Airports- Renter agrees to land only at FAA-approved public airports (listed on a sectional chart) having a paved or sod/grass runway long and wide enough to allow for safe landing and takeoff by Renter. Except in the event of an emergency, off-airport landing, takeoff, or taxiing is specifically prohibited by JCAA.
- i. Checklists- Renter shall use the manufacturer's recommended pre-takeoff, take-off, cruise, pre-landing, and post-landing checklists. Checklists are provided for each aircraft.
- j. Fueling- Renter will not depart on any flight unless the aircraft has sufficient fuel to fly to the intended destination (then to an alternate if required) and still have one hour (60 minutes) fuel reserve onboard.
 - i. Fuel purchases- Renter shall, whenever possible, fuel Aircraft at Jasper County Airport (KRZL) using the fuel card located in the pouch labeled "Fuel Card/Receipts" which can be found on the inside front cover of the aircraft Flight Log binder.

When Renter has to purchase fuel while away from Jasper County Airport (KRZL), Renter will be reimbursed for the lesser of (1) the actual amount of the fuel purchase or (2) the gallon amount that was purchased at a rate equal to the assisted self- service price at KRZL at the time of check in.

This reimbursement will be applied to the Renter's account balance. Fuel receipts are to be left in the pouch labeled "Fuel Card/Receipts" which can be found on the inside front cover in the aircraft Flight Log binder.

- k. Cleanliness- Renter is responsible for keeping the aircraft clean. After each flight, Renters are expected to clear the plane of any trash, empty oil bottles, used paper towels, etc., and leave the plane clean for the next Renter.

12. Financial Responsibility-

- a. Account Balance – Renter agrees to maintain a zero account balance or a positive balance with JCAA.

- i. Negative account balance, if not paid off in full within 30 days, will incur a finance charge of 1.5% per month (effective annual rate 19.70%) applied to the Renter's account.
- ii. Renter with negative account balance will not be permitted to rent Aircraft until account balances are paid down to zero.
- iii. Renter with multiple negative account balance occurrences may be required to prepay or have their rental privileges suspended indefinitely.
- iv. Renter will be responsible for all fees associated with collection of negative account balances including but not limited to: court fees, attorney fees, and debt collection.

- b. Block accounts are initiated by depositing a minimum of \$1,000 and maintained by adding \$1,000 once the account balance nears zero.

13. Insurance- JCAA maintains an instruction and rental insurance policy on the Aircraft that includes liability and physical damage coverage for the benefit of JCAA. Although Renter *may* have liability coverage under JCAA's insurance policy, any coverage would be secondary to Renter's own policy. Furthermore, JCAA's insurance carrier has a duty to defend JCAA until the policy limits are exhausted, at which point there may be no additional liability remaining for the benefit of the Renter.

- a. Depending on damage, Renter may be required to pay for the physical damage deductible on JCAA's insurance policy.
- b. Depending on damage, Renter may also be liable for the full repair costs incurred by the carrier insuring the Aircraft.

JCAA therefore highly recommends Renter obtain their own non-owned liability and physical damage policy with limits as suggested by Renter's own insurance, legal, and financial professionals.

14. Renter agrees to reimburse JCAA for any and all costs, expenses and reasonable attorney's fees incurred by JCAA in the event suit is initiated by JCAA against the Renter to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money damages or costs.

JCAA and Renter expressly agree that any and all suits shall be governed by Indiana law. JCAA and Renter expressly agree that Indiana shall be the forum for any legal proceedings by and between the Renter and JCAA and that any and all suits shall be filed and venued/lodged in Jasper County, Indiana.

15. **DISCLAIMER OF WARRANTIES:** Renter hereby acknowledges that JCAA is not the manufacturer of the Aircraft, or the manufacturer's agent, and that **JCAA MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.**
16. Renter agrees to release, indemnify, and hold JCAA, its officers, agents, and employees, harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising or in any manner occasioned by the operation or use of the Aircraft during the time in which Renter possesses the Aircraft, arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition of this Rental Agreement, or arising by any act or failure to act on the part of the Renter.

JCAA shall not be liable for its failure to perform under this Rental Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting there from, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond JCAA's reasonable control.

17. Renter hereby agrees that under no circumstances shall JCAA be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the Aircraft under this Rental Agreement.
18. Renter acknowledges and agrees that if Renter defaults in the performance of any of his/her obligations under this Rental Agreement, JCAA, at its option, and without further notice, has the right to terminate this Rental Agreement and to repossess the Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by JCAA of either or both of the rights specified above shall not prejudice JCAA's right to pursue any other remedy in law or equity.

Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any federal, state or local law or regulation, or is operated outside the scope of this Rental Agreement, appears to be abandoned or if Renter gave false or misleading information at time of rental.

19. Truth in Leasing.

THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION ADMINISTRATION REGULATIONS.

THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER FAA PART 91 IN AN AIRWORTHY CONDITION THROUGH ANNUAL AND 100 HOUR INSPECTION INTERVALS AND ANY OTHER CALENDAR OR HOURLY INSPECTIONS RENTER CONSIDERS CRITICAL TO FLIGHT SAFETY FOR OPERATIONS TO BE CONDUCTED UNDER THIS RENTAL AGREEMENT AND DURING THE DURATION OF THE RENTAL PERIOD.

RENTER AND NOT JCAA SHALL BE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS RENTAL AGREEMENT. RENTER SHALL BE THE PERSON RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT.

AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THIS RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS RENTAL AGREEMENT.

AIRCRAFT OWNER/OPERATOR:

RENTER:

By: _____
David W. Pettet, JCAA President

By: _____

Date: _____

Date: _____

ADDRESS FOR GIVING NOTICES:

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Jasper County Airport Authority
2326 W Clark Street
Rensselaer, IN 47978

