

NICR AIR RENTERS AGREEMENT

On each flight made by me subsequent to this date in equipment owned or operated by the above-named Lessor, I agree to the following requirements:

- (1) I will inspect and make a ground check of the aircraft, its equipment and accessories before takeoff and will not take the aircraft until I am satisfied as to its airworthiness and proper functioning of said equipment and accessories.
- (2) I will return the aircraft at the agreed time, weather permitting, and will return it in the same condition that I inspected.
- (3) I will observe all Federal, State and Local Air Safety regulations.
- (4) I will obtain weather reports and forecasts before going on cross-country flights and file a flight plan with Nice Air and the FAA for all flights of 50 nautical miles or more.
- (5) I will not fly outside the 48 contiguous United States without written permission from the President or the Chief Flight Instructor of Nice Air.
- (6) I will allow no one else to fly the aircraft.
- (7) I will land only at established airports except as a precautionary or emergency measure, when reasonably necessary.
- (8) I agree to pay for any loss or damage to the aircraft or to other persons or property caused in whole or in part by my negligence and will comply with the above (See the Insurance Policy for appropriate deductibles).
- (9) I agree to report all accidents, major and minor, to the Lessor at once, together with names and addresses of witnesses and involved parties, and in the event of accident will not move the airplane unless expressly authorized to do so by the Lessor.
- (10) I agree not to tamper with, or attempt to repair any part of the airplane or its accessories but will telephone the Lessor with the approval of estimated repairs in excess of \$100. Repairs of less than \$100 can be made at a FAA approved maintenance facility.
- (11) I expressly agree to and hereby indemnify and hold the Lessor harmless of, from and against any and all loss, cost and attorney's fees and/or liability in connection with foregoing contract.
- (12) For cross-country flights that cover several days we require advance payment of the daily minimum less estimated credits. Night flights must be prepaid.
- (13) Nice Air has the policy of not allowing it customers of not carrying negative balances. If you miss a payment you must keep your account current prior to your next lesson or rental. All accounts over 30 days will be charged interest at the rate of 1.5% per month. I agree to allow Nice Air to charge my credit card in the event that I have an unpaid balance.
- (14) I agree to make every reasonable effort to return the aircraft at the end of my scheduled rental period. If on a cross-country flight weather or other reasons delay me, I will inform Nice Air of the expected delay time. I understand that I am responsible for returning the aircraft to S.J.C. If I am not instrument rated, and forced to leave an airplane at an airport other than S.J.C. due to instrument weather, it is my responsibility to return the airplane to S.J.C or Nice Air as soon as possible to hold down the renter's expenses in such case.
- (15) I agree to call Nice Air to cancel any flight instruction or aircraft at least 24 hours in advance. If I fail to call within this time frame, Nice Air has the right to charge me up to the full amount for the scheduled time.
- (16) I understand the maximum fuel reimbursement is \$2.25 per gal. Solo flights for the Private pilot rating are fully reimbursable.
- (17) I fully understand that if I damage any aircraft, I will be liable for the first US\$ 2,000.00, Single engine land, US\$ 2,500.00 Multi Engine land, 10% of Helicopter Hull value in damages.

Please initial here to state that you have read and understand items 1 through 17: _____

Date _____ Signature of Renter _____

Print Name _____