

## AVIATION FACILITIES, INC.



Name \_\_\_\_\_ Cell Phone \_\_\_\_\_ Customer No. \_\_\_\_\_

Rules of Construction

Words importing the masculine gender include the feminine, The words *shall* and *must* are used in the imperative sense. The word *may* is used in a permissive sense to state authority or permission to do the act prescribed, and words such as *no person may*, or a *person may not*, mean that no person is required, authorized, or permitted to do the act prescribed.

TERMS AND CONDITIONS FOR RENTING AFI AIRPLANES

Article I Operational Requirements

1. A renter pilot shall comply with the following:
  - a. Federal Aviation Regulations
  - b. Airman's Information manual
  - c. Local rules, restrictions, and noise abatement guidelines established by local authorities for each airport at which a flight originates or terminates.
  - d. Standard operating procedures, limitations, and recommendations contained in the Airplane Information Manual.
  - e. These terms and conditions.
  
2. To qualify as Pilot in Command (PIC) or as solo student pilot in an AFI airplane, a renter pilot must pass a competency check for the conditions listed below, as considered appropriate to the certificates and ratings held, given by an AFI flight instructor:
  - a. In each make and model of airplane to be flown (C-152, C-172, etc.). A non-student renter pilot may be approved to act as PIC in an equivalent airplane, based on his demonstrated competency and a review of his logbook entries.
  - b. Thereafter, if no flight time has been logged by that renter pilot **within the preceding 60 calendar days** a recurrency check must be passed before he may again act as PIC. Student renter pilots must pass a recurrency check if no flight time has been logged within the preceding **30 calendar days**.  
 \_\_\_\_\_ *Initial*
  - c. **For night flight.** To be authorized for night flight the renter pilot must have a night check out performed by an AFI instructor. Thereafter they must be current within 60 nights and have at least 3 landings to a full stop within that time period. For additional limitations for night flight see article I (item 11)  
 \_\_\_\_\_ *Initial*
  - d. **For instrument flight.** The Renter Pilot must be current per 14CFR 61.57 and the renter pilot **must complete an IFR evaluation with an AFI Instructor.** (For additional limitations for IFR operations see article 1 (item 11))  
 \_\_\_\_\_ *Initial*
  - e. For high-altitude-airport operations.
  - f. For Catalina-Airport operations
  - g. Aircraft Rental Customers must Maintain a BASIC WINGS CERTIFICATION (New Sept 09)**  
 \_\_\_\_\_ *Initial*
  
3. An AFI airplane may be operated only by an AFI-authorized renter pilot, and may not be loaned, rented, operated for compensation or hire, or used to perform charter or flight-instruction operations.
  
4. An AFI airplane shall not be loaded beyond its weight and balance limits. Each occupant of the airplane shall be assigned a single seat and seatbelt (i.e., one person, one seat, one seatbelt). The total number of occupants in the airplane shall not exceed the number of seats.
  
5. AFI airplanes may be operated into and out of only those public land airports currently listed in the Airport/Facility Directory published by the National Aeronautical Charting Office.

6. **Renter pilots performing VFR flights of more than 50 nautical miles from the departure airport shall file a VFR flight plan for each such flight.**

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7. Daily time minimum charges when scheduled for over 6 hours use:  
1) Cessna 152, 162, 172, & 172RG 3 hours per day  
2) Cessna 182 2 hours per day
8. Except as required by an AFI Flight Training Syllabus in which he may be enrolled, a renter pilot shall perform operations from the left seat of the airplane.
9. The violation of any Federal Aviation Regulation, airport rule, airplane operation procedure or limitation, or these Terms and Conditions may constitute grounds for the revocation of rental privileges without refund of initiation and airplane rental fees.
10. Flight operations by student renter pilots shall be performed in accordance with the AFI Private Pilot Flight Training Syllabus.
11. **Additional restrictions are placed on night flight operations as follows:**
- For VFR flights, weather minimums of not less than 5,000-foot ceiling and/or 5-mile visibility.
  - Non-instrument-rated renter pilots are restricted to the magenta area depicted on the current Los Angeles Terminal Area Chart.
  - Flights performed by instrument-rated or ATP renter pilots under weather conditions less than a. above or outside the area given in b. above shall be conducted under Instrument Flight Rules.
  - No night circle to land approaches will be made in IFR conditions.
  - A renter pilot shall not depart from an airport under weather minimums below those required for landing at that airport.

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## Article II Renter Pilot Responsibilities

- Unless funds, sufficient to defray the airplane rental fees for scheduled flight have been prepaid by the renter pilot into an account with AFI, the cost of the flight is due and payable upon completion of the flight.
- The renter pilot will be assessed a charge of \$25.00 for each check or credit-card charge denied for reason of insufficient funds.
- The renter pilot will be credited for the costs of fuel and oil purchased on a cross-country flight, upon presentation to AFI of receipts verifying the purchases. **The reimbursement rate per gallon will be calculated based on the current AFI Fuel Island rate.** The credit will be issued to the renter pilot's account. All Fuel and oil credits must be settled within 30 days.*
- The renter pilot is responsible for making the required entries in the airplane's Hobbs Meter Log upon completion of a flight. To avoid charges that may ensue from log keeping errors, it is recommended that the renter pilot compare the actual Hobbs Metter reading with the end reading logged for the previous flight, and reconcile any difference with the AFI Flight Office before starting the airplane engine.
- If a renter pilot is delayed in completing a flight for reasons beyond his control (e.g., adverse weather, illness), it is his responsibility to return the airplane to AFI as quickly as may reasonably be expected. Daily time minimums will be waived under these circumstances. AFI may elect to recover the aircraft at renter pilot's expense, if renter is unable to make the recovery. AFI will make best efforts to minimize the costs.
- In the event of an accident involving the airplane, or the occurrence of a malfunction requiring repairs, the renter pilot shall notify the AFI Flight Office by telephone without undue delay. Repairs shall not be undertaken until approved by AFI.

### Cancellation Policy

- When a flight cannot be started as scheduled, cancellation or adjustment of the schedule must be made without delay so the aircraft can be made available for use. Instructional flight must be cancelled or rescheduled at least 24 hours in advance. **Failure to cancel in a timely manner will result in a charge of \$25.00 to the customer's account. This charge is to compensate the instructor for lost time.**
- If a renter pilot has neither appeared nor communicated with the AFI Flight Office within 30 minutes after his scheduled start time, he will be considered a no-show and the airplane will be made available for scheduling by other renter pilots.**

9. Upon completion of a flight, the renter pilot shall ensure that the airplane is correctly parked and tied down: i.e., parked within the boundaries of the tie-down spot; wing and tail tie downs taut and secure; wheels chocked if necessary; gust lock installed on control wheel; master and ignition switches off; rubbish removed from interior; windows closed and locked; and all doors including the baggage door closed and locked. When you walk out to the flight line to begin a flight, this is the condition in which you should find the airplane you have scheduled.
10. One of two hourly rental rates will be charge for AFI airplanes; Retail or Pre-Paid.  
\_\_\_\_\_ *Initial*
11. The renter pilot will be responsible for the cost of labor and materials at the prevailing rate or for services performed, which may be required because of pilot error. Examples include but are not limited to the following: jump start, or recharge or replacement of the battery, necessary because the master switch was left on; replacement of tires and tubes damaged because of a hard landing or excessive use of brakes upon landing; towing of the airplane following a blown tire caused by a hard landing or excessive use of brakes upon landing.

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Article III Insurance and the Renter Pilot's Responsibilities

1. Pursuant to requirements of section 24362(a) of the California Public Utilities Code, the renter pilot is hereby notified that AFI holds an aircraft-liability policy of insurance on all airplanes operated by AFI. This policy complies with the financial responsibility laws of the State of California, and insures that renter pilot's legal liability to the extent described in the following paragraphs. If a renter pilot desires liability coverage greater than that provided by AFI as set forth herein, the renter may select the carrier of their choice.
2. See Attached Insurance Certificate for the Limits of Aircraft Liability paid on behalf on a student or renter pilot.
3. In the event of airplane hull damage, the renter is responsible for the deductible amounts as follows:  
On landing, while taxing, and when airborne

C-152's and C-172's	\$1000
C-182's	\$1000
C-172 RG	\$2500
On the ground, while stationary: All aircraft \$250	

These Terms and Conditions do not limit the right of either the insurance carrier or AFI to seek recovery of costs for any damage to an AFI airplane, if that damage occurs as a result of pilot operations not in conformance with requirements specified in these Terms and Conditions.

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I have read and understand these Terms and Conditions, and agree with their content. I hereby acknowledge receipt of a complete copy of these Terms and Conditions bearing my signature. AFI is authorized to check my DMV records, FAA Data base information, and background checks at their discretion

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Renter Pilot)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Parent or legal guardian)  
If renter Pilot is under the age of 18

# PHOENIX

PHOENIX AVIATION MANAGERS (WASHINGTON), INC.

## Certificate of Insurance

This is to certify to  
(Certificate Holder):

To Whom It May Concern

The following policy(ies)  
have been issued to:

**Aviation Facilities, Inc.  
VIP Hangars, LLC  
4119 West Commonwealth Avenue  
Fullerton, California 92833**

**AIRCRAFT POLICY NO:** AVC 002171 04    **POLICY PERIOD:** FROM February 15, 2009    TO: February 15, 2010  
**INSURANCE COMPANY:** OLD REPUBLIC INSURANCE COMPANY

**LIABILITY COVERAGES:**

**LIMITS OF LIABILITY**

	<b>EACH PERSON</b>	<b>EACH OCCURRENCE</b>
<input type="checkbox"/> Bodily Injury	\$	\$
<input type="checkbox"/> Property Damage	\$ XXXX	\$
<input type="checkbox"/> Passenger Bodily Injury	\$	\$
<input type="checkbox"/> Single Limit Including Passengers,	\$ XXXX	\$
<input type="checkbox"/> with Passenger Liability Limited to:	\$	\$ XXXX

**DESCRIPTION OF AIRCRAFT**

**PHYSICAL DAMAGE COVERAGE:**

**ALL RISKS GROUND AND IN-FLIGHT**

FAA NUMBER	YEAR	MAKE & MODEL	INSURED		DEDUCTIBLES	
			VALUE	NOT IN-MOTION	IN-MOTION	
			\$	\$	\$	\$
			\$	\$	\$	\$

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

**AIRPORT POLICY NO:**  
**INSURANCE COMPANY:**

**POLICY PERIOD:** FROM:    TO:  
**OLD REPUBLIC INSURANCE COMPANY**

**LIABILITY COVERAGES:**

**LIMITS OF LIABILITY**

<input type="checkbox"/> Comprehensive General Liability	\$	each person	\$	each occurrence *
<input type="checkbox"/> Completed Operations / Products Liability	\$	each person	\$	each occurrence *
			\$	property damage *
<input type="checkbox"/> Not Applicable	\$	each person	\$	each occurrence *
			\$	property damage *
<input type="checkbox"/> Hangarkeepers Liability	\$	each aircraft	\$	each loss
<input type="checkbox"/> Premises Medical Payments	\$	each person	\$	each accident
Deductibles: Hangarkeeper's Liability	\$	each loss		
Premises Liability	\$	each claim with respect to Property Damage		

\* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

**This Certificate Holder is:**

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 100% of the Insured Value.
- Is included as an Additional Insured, but only with respect to operations of the Named Insured.
- Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

**OTHER COVERAGES/CONDITIONS/REMARKS:**

**Liability Coverage under Renter Liability is \$100,000. Bodily Injury Per Person/\$300,000. Bodily Injury Per Occurrence and \$100,000. Property Damage Per Occurrence while the aircraft is being operated by any renter pilot.**

Provision has been made to give the Certificate Holder prompt notice of cancellation of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Agency Name: Aviation Marine Insurance Services  
Agency Phone: 510/530-4488

Phoenix Aviation Representative:



Date: 3/8/2007