



Aircraft Rental Agreement

Flight Saga, Inc (hereinafter "FSI") leases to the undersigned (hereinafter "Renter") the designated "Aircraft". Renter agrees to the following terms and conditions:

General:

1. To return the aircraft at the originally scheduled time or to immediately notify FSI if delayed.
2. To observe and follow all federal aviation regulations.
3. To perform a thorough preflight inspection before flight and to fly only if the aircraft is deemed airworthy.
4. To check aircraft documents (airworthiness certificates, registration, owner's manual and weight and balance) before flight. These documents will remain with the aircraft at all times.
5. To properly secure the aircraft after each flight by turning off the master switch, setting chocks and returning the aircraft clipboard/binder with aircraft key to the FSI counter.
6. Renter is PIC and will fly the aircraft from the left seat. He or she will be responsible for the aircraft and its operation at all times.
7. Renter shall follow all FAA requirements for not operating aircraft for the appropriate period of time after using intoxicating substances such as liquor, tranquilizers and sleeping aids.
8. Renter agrees to pay FIS the following:
 - a. Time charges at the posted rates until aircraft is returned to the airport where it is based (KMGC). Aircraft keys and hobbs/tach time logs are in the aircraft binder/clipboard at the FSI counter. Your name must be legibly written in the log with the hobbs In, hobbs Out as well as tach time In, tach time Out and any fuel and/or oil added. Please return the aircraft binder/clipboard to the FIS counter immediately upon completion of each flight.
 - b. Any instructor/ground charges as indicated by the FSI instructor.
 - c. Agreed upon aircraft minimums which will be assess regardless of hobbs time upon aircraft return. **Minimum charges for more than 24 hours will require one hour per 24 hour period or another mutually agreed upon minimum charge.**
 - d. Any loss or damage to the aircraft, its components, parts or equipment during the rental period not covered by insurance. Renters insurance is available to pilots through AOPA, ARMG, and others aircraft insurance brokers.
 - e. Aircraft deductible up to \$5,000 for insurance claims regarding aircraft during renter's reservation.
 - f. Any parking, tie-down, or hangar charges until the aircraft is returned to FSI.
9. Renter agrees that rented aircraft shall not be used or operated...
 - a. By any person other than the renter.
 - b. In any race or speed contest.
 - c. For any illegal purposes.
 - d. Shall receive no instruction in the aircraft unless by a FSI instructor – or otherwise with express, written permission from an authorized FSI representative.
 - e. To carry person or property for compensation or hire.
 - f. Under conditions other than VFR unless instrument rated and with an IFR flight plan filed in a properly equipped and certificated aircraft.
 - g. For towing objects while on the ground or in flight.



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Accident/Malfunction:

10. To pay all costs and reasonable attorney's fees that FSI may incur in the enforcement of the terms and conditions of this Aircraft Rental Agreement.
11. Renter agrees to immediately notify FSI of any aircraft damage, accidents or incidents to FSI as soon as possible.
12. Renter agrees not to attempt any repairs to the aircraft or its accessories, but will telephone FSI for instructions upon encountering mechanical malfunctions. No repair authorization will be made to the aircraft without the expressed consent of an FSI representative. Failure to receive consent will result in the Renter being responsible for the entirety of the maintenance bill.
13. Renter will pay all expenses incurred to recover an abandoned aircraft due to weather. Managing a mechanical malfunction is the responsibility of FSI. Renter agrees to notify FSI as soon as feasible of any mechanical malfunction. FSI will not reimburse the Renter for any overtime charges, callout fees or any other after hours charges made by a maintenance facility unless prior authorization is made by FSI. Other expenses incurred by the Renter as a result of mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed. For a mechanical malfunction not caused by Renter, FSI will make every effort to transport Renter to Michigan City, Indiana within a reasonable time.
14. To pay all fines, penalties, forfeiture, court costs and other expenses for parking fees, landing fees, facility fees or any other legal violations assessed against FSI for the aircraft or Renter while the Renter is in possession of the aircraft.

Squawk Reporting:

15. Report any observed deficiency regarding the aircraft on the squawk sheet maintained in the aircraft binder.
16. Be as specific as possible and write down exactly what you observed and under what conditions.
17. If you have a squawk away from base and are uncertain of its airworthiness, call FSI for clarification.

Scheduling:

18. Scheduling will be done online at www.flightsaga.flychronos.com. Instructions for registration are available from the FSI website at www.flightsaga.com. You may also schedule by calling FSI at 219-288-7242.
19. All cancellations must be made more than 24 hours before scheduled flight for any reason other than weather.



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20. Failure to cancel the aircraft reservation in a timely manner will result in a No Show fee of 1 hour of instruction and 1 hour of aircraft rental for any dual reservation with aircraft and instructor. A No Show fee of 1 hour aircraft rental fee will be assessed per 24 hour period that the aircraft is reserved without an instructor.

Checkouts:

21. A checkout must be accomplished on each aircraft a pilot will be authorized to fly. A checkout typically has no pre-determined flying time and is at the discretion of the FSI Certified Flight Instructor conducting the checkout.
22. It is FSI policy that all radios, systems, buttons and devices have to be fully understood before flying the aircraft. This includes GPS, alternate vacuum, autopilot, circuit breakers, emergency gear handle, etc.
23. All checkouts have to be signed by an FSI Certified Flight Instructor and maintained in Renter's files at FSI.

Documentation:

24. A copy of the pilot's current license will be provided to FSI.
25. A copy of the pilot's current medical certificate will be provided to FSI.
26. A copy of the unexpired passport or birth certificate accompanied by a photo ID will be provided to FSI.
27. Foreign nationals will also need to obtain a TSA approval and validation through the online TSA process. The TSA website to do this is <http://www.flightschoolcandidates.gov/>.
28. A current credit card authorization will be provided to FSI.
29. A checkout will be accomplished by an FSI instructor and a checkout form will be maintained in the Renter's file by FSI.

Flight Conditions:

30. Renter shall operate the aircraft only when the present and forecasted weather indicated VFR conditions local and en route (ceiling of at least 3,000 feet and visibility 5 miles or great) unless Renter is instrument rated, current for IFR conditions, and flying an appropriately equipped and certificated aircraft.
31. Marginal VFR flight
 - a. Exercise extreme caution when flying into marginal VFR conditions. If you do not have a current IFR certificate, you are advised to land at the closest airport with VFR conditions and wait until the weather conditions improve – contacting FSI to extend the reservation if need be.
32. IFR flight
 - a. In addition to the FAA rules, the following FSI regulations apply for all flights under Instrument Meteorological Conditions (IMC)
 - i. Flying IMC without a filed flight plan is prohibited
 - ii. Flying a single engine aircraft into areas with a ceiling of less than 500ft AGL is only permitted when an operational back up instrument system (e.g. alternate vacuum system) is available.
 - iii. No night IFR flight with a single engine aircraft if the reported ceiling is below 1,000 feet.

Travel Restrictions:

33. Filing a flight plan for all flights is highly recommended and is mandatory for all over-water and night flights.
34. Flying must be within the continental US unless expressed, written authorization is provided by FSI and an FSI Certified Flight Instructor and Renter conducted ground instruction prior to the departure.



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35. All customs fees, taxes, permits, confiscation costs, penalties which occur during or after a flight outside of the US are the responsibility of the Renter. FSI provides no credit for any of the aforementioned items. Passports must be carried by the pilot and/or passengers.
36. All flights out of the US are required to submit a flight log with FSI for the entire trip and a filed international flight plan for each leg of the trip.

Aircraft Handling:

37. Tie down aircraft any time when the aircraft is not in used. For short stops, chocke may be used to secure the aircraft.
38. Always close the cabin door and/or canopy hatch to prevent unfavorable wind gusts from causing damage.
39. Take all personal equipment/items such as headsets, flight bags, luggage, purses, etc. as a loss is not covered under FSI insurance and will be the responsibility of Renter at all times.
40. No FSI aircraft is allowed to land on a soft field without the prior written approval of FSI except in emergency conditions.

Fuel and Oil:

41. Fueling is completed on the field by FSI. If you require fuel you can contact us at 219-288-7242 with fueling requirements. Alternatively you may fuel the aircraft at the KMGC self service fuel station and turn in a receipt to FSI per section 45 in this agreement. All fuel added must be noted on the aircraft log in the aircraft binder.
42. If you need less than full fuel due to weight and balance limits, you must advise well in advance of the reservation as there will be a surcharge for defueling by FSI representatives.
43. Use only Phillips X/C Aviation SAE 20W50 oil when adding oil to the Cessna 150. Use only Aeroshell Oil Sport Plus 4 for the Van's RV12is. Log any quarts of oil in the aircraft log in the aircraft binder.
44. Always turn the master switch and ignition switch to off and remove the ignition key when an aircraft is being fueled. Do not engage the parking brake. No one is allowed inside of aircraft during fueling procedures at any time.

Off Base Fuel Reimbursement:

45. All aircraft are rented "wet" from FSI. If Renter finds it necessary to fuel during the reservation of an aircraft, you may submit your fuel receipts for credit to [info @flightsaga.com](mailto:info@flightsaga.com) or in person to an FSI representative. The current fuel credit rate will be the lesser of the actual cost of fuel or the current rate of fuel at KMGC. **Please note that all Flight Saga aircraft must be fueled with SWIFT UL94 fuel unless it is not available.** Then 94 octane Autogas (preferred for the RV12) or 100LL avgas may be used. The use of 100LL avgas results in additional and more frequent maintenance cost of our aircraft which may reduce their availability.
46. The tail number, gallons, date and customer name must visible on receipts submitted for credit. All fuel credit requests must be submitted within 48 hours of reservation's end. Failure to do so will result in loss of credit.

Payment Procedures:

47. Payments for aircraft rental may be done with local checks, travelers checks, cash or credit cards.
48. Any solo or other specials which be offered from time to time are payable in advance and non-refundable.

49. A current credit card must be retained on file. Any unpaid charges in excess of 30 days will be billed to the credit card unless previously discussed with FSI management. Unpaid invoices beyond 30 days are subject to late fees.
50. A late fee of 5% for each 30 days past due will be assessed on all invoices open at FSI.
51. Any renter who fails to pay their balance after 30 days will not be allowed to rent an aircraft from FSI without providing an updated credit card prior to each flight.
52. Bounced checks will be handled pursuant to Indiana law and Renter/responsible party will be charged for bank fees incurred as a result.
53. Security deposits will be required for extended off base rentals, for flights outside the USA and for life raft, GPS or any other rentals by providing a credit card authorization to FSI.
54. Any discounts offered will only apply to future reservations and prior invoices.

Insurance:

55. FSI provides the rental pilot and passengers with limited liability insurance coverage. Renter is responsible for deductible up to \$5,000 for any damages incurred resulting in a claim being filed while the aircraft is in possession of the Renter.

Miscellaneous:

56. Aircraft airframe, engine and propeller logbooks are located in the FSI office. Use them only with FSI permission during ground school in the FSI hangar or during a check ride with an FAA examiner during an exam. Return them immediately to the FSI office upon completion of use. **Do not transport them in the aircraft.**
57. All enrolled students or pilots who have an account with FSI can use the FSI hangar. The hangar is used for ground school, flight simulator, testing or video lessons. Please always take your belongings with you and tidy your space when you are finished.
58. Parking is available outside the airport gate by the KMGC terminal building.
59. This agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Indiana. Any legal action or proceeding with respect to this Agreement or the transaction contemplated herein shall be brought in the Courts of the State of Indiana sitting in La Porte County, Indiana, and by execution and delivery of this Agreement, FSI and Renter consent to the exclusive Jurisdiction of said Court and irrevocably waive any objection, including any objection to venue or based on the grounds of forum non conveniens. Further FSI and Renter agree that should any legal action or proceeding with respect to this Agreement be brought, that the prevailing party in any such action shall be entitled to their reasonable attorneys' fees and costs.
60. In the event that any part of this Agreement is declared by any court of other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of the Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.
61. Section/Paragraph headings in this agreement are for reference purposes only and shall not affect the meaning or interpretations of this Agreement. Except where otherwise expressly provides, all amounts in this Agreement are state and shall be paid in United States Currency. Time of the essence in this



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Agreement. This Agreement may be executed in Counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

62. This Agreement and any amendments hereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail (email) shall be treated in all manner and respects as an original Agreement or amendment and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person. At the request of any party to this Agreement, each other party hereto shall re-execute original forms of this Agreement or any amendment hereto and deliver them to all other parties.

Waiver of jury trial. FSI and Renter, each hereby waive, to the fullest extent permitted by the Laws of the State of Indiana, any right to trial of any claim, demand, action, or cause of action (I) arising under this agreement or (II) in any way connected with or related or incidental to the dealings of the parties hereto (including surviving members of the parties) in respect of this Agreement or any of the transactions related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise the parties to this Agreement hereby agree and consent that any such claim, demand, action or cause of action shall be decided by court trial without a jury , and this Agreement may be filed as a fully executed original, or copy of fully executed agreement, or original or copy of counterparts as written evidence of those consent of the parties hereto to the waiver of their right to trial by jury.

Renter agrees to all terms and conditions as stated in this Aircraft Rental Agreement. FSI can rescind this agreement at any time, for any reason with or without cause.

Renter

FSI Representative

_____ Date: _____

_____ Date: _____

Print Name

Print Name

X _____

X _____