

Rochester Air Center, LLC

Rental Agreement

In consideration of the rental fees paid and the covenants contained herein, Rochester Air Center, LLC hereinafter referred to as the “Operator”, hereby leases to the “Renter” the designated aircraft hereinafter referred to as the “Aircraft”.

A) Renter acknowledges the following:

1. Renter acknowledges and agrees that the aircraft is property of the operator.
2. Renter acknowledges that he/she has inspected the aircraft and has found it to be in good mechanical condition.
3. Renter agrees to return the aircraft at the scheduled time, weather permitting.
4. Renter agrees to properly secure the aircraft after each flight.
5. Renter acknowledges that he/she will review the aircraft status sheet and maintenance discrepancy log prior to each flight.

B) Renter expressly acknowledges personal liability to pay operator on demand:

1. Service and time charges computed at the applicable posted rates until aircraft is returned to KROC.
2. Any loss or damage to the aircraft, its components, parts or equipment during the rental period.
3. The amount of any parking, tie-down, landing fees or hangar charges until the aircraft is returned to operator at KROC.

C) Renter agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will contact the operator for instructions upon encountering mechanical malfunctions.

D) If the aircraft is abandoned away from KROC the renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to KROC.

E) Renter agrees to report any aircraft damage, accident or incident to the operator as soon as possible.

F) Renter agrees the rented aircraft shall not be used or operated:

1. For any illegal purpose.
2. In any race, speed test or contest.
3. By any person other than the renter who signed the agreement.
4. Outside the limits of the continental United States (without prior permission)
5. To carry passengers or persons for compensation or hire.
6. Any flight in which the renter is not properly rated or certified.

G) Renter agrees to reimburse the operator in the event suit is instituted by the operator to recover possession or to enforce any of the terms, covenants and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney's fees incurred by the operator in such suit or suits.

H) Renter, by affixing his/her signature hereon, does agree to adhere to the following flight operations and safety rules, emergency maintenance procedures and insurance provisions.

I) No beverage or food is to be consumed in the rental aircraft except for water.

Flight Operations & Safety Rules

Pilot Certificate - Renter must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be pilot-in-command. The renter will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.

Currency - Renter must possess evidence of a current Flight Review, medical certificate and aircraft checkout by a pilot designated by the operator. Renter must have rented the operators aircraft within the preceding 90 days or a checkout by a designated pilot is required.

Preflight - Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturers recommended checklist during the preflight inspection.

Weather - Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and enroute (ceiling of at least 2,000 feet and visibility of 5 miles or greater) unless the renter is instrument rated, current for IFR and specifically approved by the operator for IFR flight.

Take-Off and Landing Areas - No takeoff or landing shall be made on any area other than the runways of an airport designed, constructed, maintained and used as an airport with paved runways no less than 2,500 feet.

Physical Conditions - Renter shall not operate the aircraft for a period of at least 12 hours after using intoxicating substances such as alcohol, tranquilizers, and sleeping aids.

The renter shall comply with all local, state, and federal regulations.

Transient Maintenance Policy

At the Rochester Air Center, LLC, we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown away from base may occur. The following policies regarding the level of reimbursement for repairs while the aircraft is away from base will apply shall a breakdown occur.

In the event of a breakdown, first notify Rochester Air Center of the problem. If management personnel are not readily available, leave your name, aircraft number, location and telephone number. Do not abandon the aircraft until a plan with management can be worked out.

Do not authorize any repairs to the aircraft until speaking with management personnel at Rochester Air Center. Failure to receive authorization could result in the renter being responsible for the maintenance bill.

Rochester Air Center will not reimburse the renter for any overtime charges, call out fees, or any other after hour charges made by the maintenance facility. Other expenses incurred by the renter as a result of mechanical delays such as rental cars, hotel rooms, meals and airline fares etc. will not be reimbursed.

Notice of Insurance Coverage

As a renter of an aircraft, the undersigned operator hereby provides notice that:

1) You are insured under a policy or policies of insurance provided by the undersigned operator and providing liability coverage to renters of aircraft in the following amount: \$100,000 each occurrence. Most FBO's do not automatically offer liability insurance when you rent an airplane so be cautious.

2) AIRCRAFT PHYSICAL DAMAGE INSURANCE IN FAVOR OF THE PILOT IS NOT MAINTAINED. The renter expressly acknowledges that he/she is not "insured" for any damage to the aircraft under the insurance contract or policy in the name of or for the benefit of the operator and he/she is personally responsible for any and all damages to the aircraft that occur during the rental period.

3) Insurance deductible: All insurance claims are subject to a deductible amount. The deductible amount is the responsibility of the renter. Deductible Schedule:

- Rental aircraft not in motion, the deductible amount is \$250.00
- Single engine fixed gear aircraft in motion, the deductible amount is \$2,500.00
- Retractable gear single engine rental aircraft in motion, the deductible is \$5,000.00
- Multi-Engine rental aircraft in motion, the deductible amount is \$5,000.00

Renters are encouraged to consider purchasing an "Aircraft Renters Insurance Policy" from an independent insurance company to protect themselves in situations where they may be found to be negligent or responsible for damages.

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

Renters Signature

Renters Printed Name

Date

RAC, LLC Representative

RAC, LLC Printed Name

Date