

Sky's Edge Aviation, LLC

Schlemeyer Field Airport
414 E Hillmont Rd, A24
Odessa, TX 79765

AIRCRAFT RENTAL AND USE AGREEMENT

I, _____, AS A RENTER OF AIRCRAFT OWNED AND/OR OPERATED BY SKY'S EDGE AVIATION, LLC, I, THE UNDERSIGNED, AGREE TO COMPLY WITH THE FOLLOWING FOR THE TERM OF EACH RENTAL:

1. **Aircraft Checkout:** Pilots must be checked out and approved in each aircraft make and model by SKY'S EDGE AVIATION authorized flight instructor prior to solo flight in any rental aircraft.
2. **Pilot Currency:** By operating any rental aircraft, Pilot certifies he or she is qualified to act as pilot in command (PIC) under the requirements of FAR 61.56 (biennial flight review) and FAR 61.57 (recent flight experience) Pilot must also have flown with SKY'S EDGE AVIATION with the past 90 days.
3. **Student Pilots:** Prior to any solo flight, students must have a valid student pilot certificate, meet the knowledge and endorsement requirements of FAR 61.87 and, as applicable, 61.93, including, but not limited to, the following endorsements required under:
 - a. Prior to any solo flight- the type and 90-day endorsements required under FAR 61.87 (1)(1) and (2);
 - b. Prior to any solo-cross country flight- the student pilot certificate and logbook endorsements required under FAR 61.93(1) and (2)(1) and (ii); and
 - c. Prior to any solo flight- the student must have flown within the past 30 days at SKY'S EDGE AVIATION.
 - d. Any student solo flight must be cleared with a SKY'S EDGE AVIATION flight instructor.
 - e. Student solo at night is not authorized.
4. **Flight Proficiency Check:** If within the previous 90 days a pilot has not acted as pilot in command of the same make and model of aircraft he or she has scheduled to fly, Pilot must obtain approval from a certified flight instructor approved by SKY'S EDGE AVIATION prior to operation of that aircraft. Pilot will also carry on him/herself and produce on demand all certificates required for each rental.
5. **Airworthiness Prior to Flight:** Pilot acknowledges that he or she is familiar with and understand FAR 91.7, which places responsibility for determining airworthiness of an aircraft on the pilot in command thereof. Pilot knowingly and willingly accepts that responsibility and certifies that he or she will personally inspect Aircraft in accordance with the applicable pilot's operating handbook or checklist prior to each operation.

6. **Scheduling:** Pilot will schedule aircraft as far in advance as practicable. SKY'S EDGE AVIATION will make reasonable efforts to inform pilot if aircraft is unavailable at the appointed time, however, SKY'S EDGE AVIATION assumes no liability for actual or consequential damages for its failure to provide Aircraft at the scheduled time. Pilot agrees to hold SKY'S EDGE AVIATION harmless in the event aircraft is unavailable or not airworthy at the time scheduled. When scheduling dual flights students must coordinate and inform the instructor. Failure to do so will result in scheduling problems and the instructor is not obligated to be present.
7. **Aircraft Cancellation:** Pilot will make reasonable efforts to notify SKY'S EDGE AVIATION as far in advance as practicable if he or she will miss a scheduled flight. If pilot is more than 15 minutes late for a scheduled flight, SKY'S EDGE AVIATION may deem the flight canceled, and release the aircraft to another pilot. Pilot understands that a NO-SHOW or a cancellation within 3 hours of the scheduled reservation may be charged a cancellation fee equivalent to one hour of the scheduled dual or solo flight, as the case may be. Pilot rental privileges will be suspended until the fee is paid.
8. **Cancellation Involving Instructors:** Should pilot schedule an aircraft and an instructor concurrently, pilot must provide at least a 12-hour notice if unable to make the scheduled appointment. Should pilot fail to provide the requisite notice, SKY'S EDGE AVIATION may, at its option, charged the pilot for one hour of instruction at the rate in force at that time. SKY'S EDGE AVIATION will give consideration to circumstance beyond control of pilot and will not unreasonably exercise the option; however, it is incumbent upon pilot to notify SKY'S EDGE AVIATION if unable to make a scheduled appointment. Should SKY'S EDGE AVIATION exercise its option to assess a missed appointment fee, pilot rental privileged will be suspended until the fee is paid.
9. **Late Returns:** Pilot will make reasonable efforts to notify SKY'S EDGE AVIATION as far in advance as practicable if he or she will be returning an aircraft later than scheduled return time. **Pilots will not be penalized for late returns that are attributed to safety concerns,** however SKY'S EDGE AVIATION may, at its option, suspend rental privileges due to continuing unjustified late returns.
10. **Cleanliness:** Pilots will return aircraft in a clean and sanitary condition. If special cleaning is required to remove stain, litter, and/or odors acquired while aircraft was in pilot's possession, pilot expressly agrees to reimburse SKY'S EDGE AVIATION for the associated costs. On the return the pilot will clean off insects from windshield and leading edge of aircraft with supplies provided by SKY'S EDGE AVIATION. Also, all trash is to be removed from aircraft after each flight.
11. **Smoking:** Pilot will not smoke, nor will pilot permit others to smoke within the aircraft. During fueling operations, pilot will not permit smoking within 50 feet of aircraft.
12. **Long Term Rental:** Pilot scheduling aircraft for periods exceeding 24 hours will notify SKY'S EDGE AVIATION in writing of intended destination(s), route(s) of flight and where the pilot can be contacted. Planes scheduled for 24 hours or more must have a minimum of 2 hours flying time per 24 Hour period
13. **Flight Plan:** Pilots making daylight flight exceeding 100 nautical miles for the departure airport, or night flights exceeding 50 nautical miles from the departure airport is required to file a flight plan with an appropriate FAA facility.
14. **Seating:** Pilot will operate only from the left seat unless right seat flight approval is received in writing from a flight instructor authorized by SKY'S EDGE AVIATION.

15. **Authorized Pilots:** Pilots will not allow any other person to manipulate aircraft controls unless that person has signed an aircraft rental agreement with SKY'S EDGE AVIATION and meets all the requirements under that agreement to pilot aircraft. Operation of aircraft by another person under this paragraph does not relieve pilot of primary liability for damage or injury caused by operation of aircraft.
16. **Geographical Limitations:** Pilot will not operate aircraft outside the boundaries of the 48 conterminous states.
17. **Compliance with Laws and Regulations:** Pilot will not operate aircraft in such a manner as to violate any local, state, or federal law, ordinance, or regulation.
18. **Compliance with Sky's Edge Aviation operating procedures:** Pilot agrees to comply with rules and operating procedures as outlined in the applicable Sky's Edge Aviation manuals.
19. **Night, Special VFR, Aerobatics, and IFR Flight:** Pilot will not operate aircraft at night, under special VFR, acrobatically as defined in FAR 91.303, or under IFR, unless authorized to do so by a certified flight instructor authorized by KY'S EDGE AVIATION. Such authorization must be noted in Pilot's SKY'S EDGE AVIATION file, and Pilot must meet the currency requirements of Far 61.56, 61.57, as may be applicable.
20. **Preflight Responsibilities:** Prior to any flight, Pilot shall take all preflight actions required under FAR 91.103. Such actions include, by are not limited to: obtaining weather reports, forecast, and NOTAMS, determining fuel requirements; and determining obstacle clearance requirements versus aircraft performance capabilities. In addition, Pilot must be in compliance with the requirements of FAR 91.17 (use of alcohol and/or drugs). Pilot will brief passengers on normal and emergency procedures, including, but not limited to: propeller safety; proper use of door and window latches; proper use of seat belts and shoulder harness; and emergency exit procedures.
21. **Fueling Procedures:** Pilot will not fuel aircraft until all passengers have exited the plane. Fueling shall not commence until all aircraft electrical and electronic accessories have been turned off, Aircraft has been properly grounded, the fuel dispenser has been inspected for integrity, and the area within 50 feet of aircraft has been cleared for all ignition sources.
22. **Fueling Expenses:** Renting Pilots are responsible for their own fuel expenses.
23. **Airports:** Except in emergency, Pilot will land only at airports listed in an official Airport/ Facility Directory unless prior approval has been obtained from SKY'S EDGE AVIATION.
24. **Accident Procedures:** In the event of an accident or incident, as such terms are defined in FAR 830.2, pilot will, if able, notify SKY'S EDGE AVIATION as soon as practicable. In addition, Pilot will, if able, obtain the names, addresses, and telephone numbers of witnesses and anybody else involved in the event. Pilot is not to admit liability or fault, nor answer any questions from media or authorities regarding the accident or incident prior to contacting SKY'S EDGE AVIATION or an attorney. Pilot will preserve any wreckage or cargo in accordance with FAR 830.10, and will not permit aircraft to be moved unless authorized to do so by a police officer, and agent of the FAA, or a representative of SKY'S EDGE AVIATION. Pilot will, if able, take reasonable steps to preserve aircraft and associated equipment from further loss or damage. Pilot will submit a report to the National Aeronautics and Space Administration in accordance with the Sky's Edge Aviation Safety Reporting Program

within 10 days after the event, and will complete any reports required under FAR 91 and FAR 830.

25. **Repairs:** If pilot discovers any abnormalities in aircraft prior to departing ODO, Pilot will immediately notify SKY'S EDGE AVIATION of the problem. If pilot is away from ODO and a problem arises with the aircraft, Pilot is to obtain prior approval from SKY'S EDGE AVIATION prior to any repairs that can be performed by certified technicians. If repairs are made Pilot must obtain and retain a receipt for any repairs performed on aircraft in order to obtain reimbursement of any repairs expenditure. Pilot is not to attempt any field repairs or adjustments on aircraft unless authorized to do so by SKY'S EDGE AVIATION. Pilots attempting unauthorized field repairs or adjustments to aircraft will be liable to SKY'S EDGE AVIATION for any damage arising from their efforts.
26. **The pilot is responsible for returning the aircraft to its home base.** If the pilot chooses to abandon aircraft due to weather, aircraft problems, or any other reason, then the pilot will be charged with recovery fees and expenses incurred by SKY'S EDGE AVIATION.
27. **Injuries to Pilot, Passengers, and Third Parties:** The pilot is responsible for his or her safety and the safety of his or her passengers and third parties. Pilot must inform passengers and third parties of safe procedures in and about aircraft and must insure that safe procedures are followed. The pilot is liable for inquiries that result from negligent operation of aircraft and failure to warn passengers and/or third parties of aircraft hazards. Should injuries to Pilot or passengers arise through the negligence of their party (ies), they are individually and severally responsible for seeking their remedy against any third party (ies), and SKY'S EDGE AVIATION assumes no liability for failure to act in their behalf.
28. **Indemnification for Losses:** The pilot is liable to SKY'S EDGE AVIATION for any losses not covered by insurance, including but not limited to: deductibles; attorney fees; awards in excess of insurance policy limits; uncovered third party claims; and lawful denial of coverage by any insurance carrier that is due to acts or omissions of Pilot.
29. **Payment:** The pilot is solely responsible for full payment of aircraft rental fees at the rates published by SKY'S EDGE AVIATION. Payment in full is to be made by credit card, and/or cash upon returning the aircraft to SKY'S EDGE AVIATION, if aircraft is returned during normal business hours; payment shall be made the next business day if aircraft is returned after hours. Pilot further agrees to pay SKY'S EDGE AVIATION the posted hourly rate per flight hour. **Under NO circumstances will a renting pilot use SKY'S EDGE AVIATION aircraft for flight instruction or commercial operations.** Any payment of usage of aircraft must be paid directly to SKY'S EDGE AVIATION and not the renting pilot.
30. **Flight Times:** Pilot will keep an accurate record of all flight times. The Hobbs meter installed in the aircraft, or the Tach time will determine flight time. Start and end readings must be recorded on the timesheets provided by SKY'S EDGE AVIATION and any discrepancy in previously recorded Hobbs and/or Tach readings must be resolved prior to start.
31. **Other Airport Fees:** Pilot will be responsible for all fees incurred while away from KODO airport, such parking, ramp, hangar, tie down fees.
32. **Insurance Responsibilities:** Pilot will be responsible for all damage to the aircraft that results from their negligence that may have occurred during rental. **NOTE:** Sky's Edge Aviation provides a \$100,000 liability coverage for any incident, accident or damage

incurred upon any SKY'S EDGE AVIATION aircraft in which SKY'S EDGE AVIATION is proven at fault for. No renter/student is covered by this policy if the incident, accident or damage to any SKY'S EDGE AVIATION aircraft is found to be the fault of the renter/student. SKY'S EDGE AVIATION requires that the renter/student carry "Renter's Insurance" with hull coverage of \$50,000 as an additional precaution against personal liability and property damage exposure. Evidence of such insurance must be presented to SKY'S EDGE AVIATION representative prior to rental of any SKY'S EDGE AVIATION aircraft.

33. **No Warranties:** SKY'S EDGE AVIATION makes no warranties, express or implied, as to the condition or airworthiness of its aircraft, the availability to pilot of aircraft in its inventory, the competence of other pilots to whom SKY'S EDGE AVIATION provided the aircraft, the competence of its subcontractors and staff, and condition in or about its premises. **SKY'S EDGE AVIATION assumes no liability for any events beyond its control that cause injury or damage to pilot, passengers, or third parties.**

34. **Minors:** If pilot is a minor, the parent(s) or legal guardian(s) of minor must sign this agreement and agree to be jointly and severally bound by all terms herein. The parent(s) or legal guardian(s) or pilot specifically agree to jointly and severally assume any and all financial obligations that may arise under this agreement. In addition, the parent(s) or legal guardian(s) agree jointly and severally to indemnify SKY'S EDGE AVIATION for all costs it might incur in pursuit of satisfaction of any lawful judgment issued from action brought to enforce this agreement. Further, the parent(s) or legal guardian(s) of pilot agree to hold SKY'S EDGE AVIATION, its employees, heirs and/or assigns harmless for any and all damager, injury or death to pilot while either on its premise or operating aircraft, provided SKY'S EDGE AVIATION is not at fault. Parent(s) or legal guardian(s) agree jointly and severally to indemnify SKY'S EDGE AVIATION for all legal costs and fees associated with defending any lawsuit initiated by parent(s) or legal guardian(s) that is adjudicated in favor of SKY'S EDGE AVIATION.

35. **Assent, Understand, Authority and Capacity:** The signatories of this agreement affirm that they have read the agreement in its entirety, understand all its terms and knowingly and willingly assent to be bound by those terms. Signatories further warrant that they have unrestricted authority and legal capacity to enter into this agreement.

SIGNATURES AND ENDORSEMENTS

Effective Date: _____

Pilot-Printed Name: _____ Pilot-Signature _____

Sky's Edge Aviation Representative

Printed Name

Signature

Date Note: Undated

signatures are deemed to have been made on the above "Effective Date"

Signature of Parent and Guardian, ID Required

I, (Print Name) _____ certify that I am the lawful

Parent or Legal Guardian of (Print Name) _____. I have read and understand this agreement and understand that by signing below I will bind by its terms.

Parent or Legal Guardian-Signature

Date

Sky's Edge Aviation LLC
414 E Hillmont Rd, A24
Odessa, TX 79765

Credit Card Agreement

I authorize Sky's Edge Aviation, LLC to keep my signature on file and to charge my American Express, Discover, MasterCard or Visa Account as indicated below:

☐	American Exp.	☐	Discover	☐	MasterCard	☐	Visa
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For any changes incurred at Sky's Edge Aviation, LLC resulting from aircraft rental, flight/ground instruction, books/materials or any Sky's Edge Aviation service. I also give authorization to charge the indicated account to cover the amount of my check(s) plus any processing fees, in the event that any are returned invalid for any reason.

Sky's Edge Aviation, LLC reserves the right to pre-authorize any anticipated charge in excess of \$500. I understand that any charges that are over 60 days will be charged to this card.

I understand that this form is valid until I cancel this authorization through written notice to Sky's Edge Aviation, LLC.

Name: First		Middle	Last
Cardholders Name: First		Middle	Last
Account #		Expiration, CVV code & Zipcode	
Address Associated with the CC			
Cardholder Signature		Date	
Telephone: Home	Cell		Work