



Aircraft Rental Agreement

Flying Cacti, LLC

18246 W Golden Ln, Waddell, AZ 85355

This AIRCRAFT RENTAL AGREEMENT (the "Agreement") is entered into as of the April 18, 2021, by and between Flying Cacti, LLC and _____, ("Renter").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Renter's Status: Renter acknowledges that he is not an agent, servant, nor employee of Flying Cacti, LLC and shall not represent to any person, firm or entity of any sort or kind that he is such.

2. Sole Pilot: Renter shall be the sole pilot of the aircraft during the rental period. Renter shall not give flight instruction nor receive flight instruction other than from a flight instructor employed or authorized by Flying Cacti, LLC.

3. Certificate / Currency: Renter holds a valid and current Federal Aviation Administration pilot and medical certificate and has passed a Biennial Flight Review within the past 24 calendar months. A valid driver's license can be a substitute for a current medical certificate if privileges are executed under the Sport Pilot Rules. An aircraft checkout is required by a pilot designated by Flying Cacti, LLC. Pilots in training for a certificate need a student pilot certificate and the required endorsement. Renters must meet the currency requirements of 3 takeoffs and 3 landings within the preceding 90 days or need a new checkout by a pilot designated by Flying Cacti, LLC.

4. Aircraft Condition: Flying Cacti, LLC will provide the Renter with an aircraft in airworthy condition whose operation is in compliance with all applicable federal regulations. The Renter certifies that he has inspected each aircraft rented to him/her and certifies that the aircraft is in good mechanical condition and free of any obvious defects prior to flight. In the event Renter discovers that the aircraft is not in good mechanical condition or is not free of an obvious defect, he shall immediately report such condition to Flying Cacti, LLC (623-552-0010) before flight and shall not fly such aircraft until it has been inspected by Flying Cacti, LLC authorized representative. RENTER HEREBY ACKNOWLEDGES THAT FLYING CACTI, LLC IS NOT THE MANUFACTURER OF THE AIRCRAFT, NOR THE MANUFACTURER'S AGENT, AND THAT FLYING CACTI, LLC MAKES NO WARRANTY OR REPRESENTATION, NEITHER EXPRESS NOR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIALS IN THE AIRCRAFT.

5. Preflight Inspection: Renter shall personally conduct a preflight inspection as prescribed by the manufacturer of the aircraft; including checking the fuel from all sumps and determining that the fuel and oil on board the aircraft are sufficient for the purpose to which Renter intends to use the aircraft.

6. Checklists: The Renter shall use the aircraft manufacturer's recommended pre-takeoff, takeoff, cruise, pre-landing and landing checklist or a suitable checklist provided by Flying Cacti, LLC.

- 7. Flight Plan:** If the aircraft is operated outside of the vicinity of the Glendale Municipal Airport, the pilot should file a flight plan with the responsible authorities. At any time, Flying Cacti, LLC must be aware of the location of the aircraft. Prior to take off, the renter must report departure, route, destination and estimated times by email (flightplan@flying-cacti.com) or online (Flight Circle).
- 8. Fuel Reserve:** Renter certifies that he has conducted a thorough preflight analysis of the conditions affecting his flight, including, but not limited to a calculation of the runway length required for takeoff and landing, the fuel burn expected and the duration of the fuel on board and has received a weather briefing appropriate to his flight. The Renter further certifies that, as a result of his calculation, he has sufficient fuel on board to land with a minimum reserve of fuel according to the applicable Pilot Operating Handbook (POH).
- 9. Fuel Type:** The Rotax 912 ULS engine is designed to use premium auto gas with 91 octanes. This is the standard fuel for our aircraft Vans RV12 and should be always used. While 100LL AVGAS can be used, this should only be an exemption to ensure a safe flight or when Fuel is needed and 100LL is the only option available.
- 10. Reimbursement for Fuel:** Flying Cacti, LLC will make a reasonable effort to ensure that the Renter has sufficient fuel for the duration of his flight. Due to the operational limitation (12.), the aircraft can be refueled at its home base at the Glendale Municipal Airport (KGEU). In the rare case that the flight requires additional fuel beyond the range of the fuel cells of the aircraft minus a minimum reserve, Flying Cacti, LLC will reimburse the Renter for these costs.
- 11. Prohibited Operation:** The aircraft shall not be used to carry persons or property for hire, or in any race, test, contest or aerobatics.
- 12. Operational Limitation:** The aircraft should be operated within a 200NM radius from the Glendale Municipal Airport. A greater range is doable if needed for flight training such as long cross-country flights. The aircraft should not be away from its home base for more than 8 consecutive hours. The aircraft must return to its home base before the end of the business day/ 07:00pm unless used for flight instruction. Overnight is not allowed without written permission from Flying Cacti, LLC.
- 13. Runway Limitation:** The Renter shall not operate in or out of any airport unless the active runway is sufficient as determined by the Renter based on the Pilot Operating Handbook (POH). The runway must be hard-paved and in good condition. The aircraft should not be operated on a soft field or grass. High Density Altitude operations especially during summer should be avoided.
- 14. IFR Limitation:** The Renter shall not operate the aircraft in instrument meteorological conditions (IMC), including, but not limited to, taking off in instrument meteorological conditions or departing when the Renter's destination is reporting instrument meteorological conditions or forecasting instrument meteorological conditions within one hour before or after the Renter's estimated time of arrival.
- 15. VFR Day Limitation:** The Renter shall operate the aircraft in day VFR operations only. Night-VFR is only allowed for dual flight training.
- 16. Enplaning and Deplaning Passengers:** The Renter shall not enplane or deplane passengers while the engine is running.
- 17. Glass Panel Avionics:** The avionics are using specific display settings for flight and transition training and to serve most aircraft renters. Those display settings should not be changed unless the renter has shown sufficient knowledge and experience to operate such units. The aircraft must always be returned with the default settings as established by Flying Cacti, LLC.
- 18. Compliance with Law:** The Renter shall at all times operate the aircraft in compliance with all Federal, State and Municipal laws, ordinances and/or regulations which govern the use of the aircraft.

19. Accidents/Incidents: The Renter shall report any accident, mishap, incident, or physical damage to the aircraft to Flying Cacti, LLC as soon as practicable, but, in any event, not more than twenty-four (24) hours after the occurrence.

20. Damage to Aircraft: At the termination of any period which Renter reserves an aircraft for rental, Renter shall return the aircraft to Flying Cacti, LLC at the same airport from which the aircraft was rented, in the same condition as when the airplane was received by Renter, normal wear and tear accepted. Renter shall be liable to Flying Cacti, LLC for any and all loss or damage sustained by the aircraft from the time Renter takes possession of the aircraft until the time the aircraft is returned to Flying Cacti, LLC and properly tied down or placed in an aircraft hangar.

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

In addition, in the event that Flying Cacti, LLC submits an insurance claim for recovery of damage to an aircraft rented by Renter, the insurance company may seek reimbursement from Renter under a subrogation clause in the insurance policy. Therefore, Flying Cacti, LLC requires that Renter obtains a non-owner aircraft liability insurance policy, sometimes referred to as a "renter's policy" to cover Renter's liability in these instances, and to cover Renter's liability to third parties in the event of an accident or incident. If a renter's policy has been established, a copy should be provided to Flying Cacti, LLC.

21. Emergency Repairs: Emergency repairs shall be defined as repairs to the aircraft that, due to statute, regulations, mechanical failure or damage, should be made to the aircraft before further flight can safely be conducted. Should the aircraft require emergency repairs, Renter shall comply with the following procedure: (a) contact Flying Cacti, LLC for instructions (623-552-0010); (b) if no contact can be made and repair can be effected for two hundred dollars (\$200.00) or less, Renter may authorize and make payment for the repairs, for which the Renter shall be reimbursed by Flying Cacti, LLC, except repairs to damage caused by an accident or incident during the rental period and when the aircraft was not in the possession or control of Flying Cacti, LLC. Under no circumstances shall the aircraft be flown by the Renter without repair if to do so would violate any governmental statute or regulation or compromise the safety of the Renter, his passengers or the aircraft.

22. Rental Policies and Procedures: Flying Cacti, LLC has established written rental policies and procedures regarding the rental and operation of its aircraft, which policies and procedures are incorporated herein by reference. The Renter acknowledges that he has received a copy of Flying Cacti, LLC Rental Policies and Procedures, and further, that he has read and understands them.

23. Rental Scheduling: Flying Cacti, LLC aircrafts are scheduled on a first come, first serve basis. All scheduling must be done through Flying Cacti, LLC. All scheduling is done subject to an aircraft's prior need for maintenance and/or periodic inspection. If a scheduled aircraft becomes unavailable for any reason, Flying Cacti, LLC reserves the right to make changes to your reservation in regard to the aircraft. Online reservations via Flight Circle must be done at least 24 hours in advance. A shorter notice requires an approval from Dispatch.

24. Disclaimer of Liability: FLYING CACTI, LLC HEREBY DISCLAIMS, AND THE RENTER HEREBY RELEASES Flying cacti, LLC, FOR GOOD AND VALUABLE CONSIDERATION, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FROM ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY RENTER, ITS EMPLOYEES, AGENTS, OR INVITEES, DURING THE TERM OF THIS AGREEMENT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY FLYING CACTI, LLC CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATING TO THE RENTING OF THE AIRCRAFT UNDER THE TERMS OF THIS AGREEMENT.

25. Payment: The Renter expressly agrees to pay Flying Cacti, LLC promptly and in all instances on demand for:

- a) The hours, to the nearest present tenth, of usage indicated by the difference between the readings on the engine total hours OUT (yourself) and IN (previous renter) during the term of the rental, and any charges to fulfill the minimum guarantee as specified in Flying Cacti, LLC current rental rates, the terms of which are incorporated herein by reference (f).
- b) Any charges for failure to appear for a scheduled appointment without having given notification of cancellation at least twenty-four (24) hours in advance. Being too late for a scheduled appointment of 20 minutes is considered a no show and will be billed as such
- c) Any expenses incurred by Flying Cacti, LLC to return an aircraft to its home base due to the Renter's inability to do so. The renter is exempt from such requirement if not in fault or caused by the renter such as mechanical failure unseen during a preflight inspection.
- d) Any charges incurred by the Renter for landing, parking, and tie-down fees or any and all other fees incurred at other airports.
- e) The value of any parts, accessories, instruments, and other items which are missing from the aircraft when it is returned to its home base, where such occurrence was due to the Renter's neglect to properly secure the aircraft when left unoccupied during the rental period.
- f) If the aircraft is rented for more than 4 consecutive hours, the renter agrees to pay the greater amount of either the actual hours flown (engine time) or 50% of the total hours the aircraft is blocked on the online schedule system at Flight Circle.

26. Governing Law. This Agreement will be governed by the laws of the State of Arizona. Any disputes related to this Agreement will be subject to the jurisdiction of the Glendale City Court of Maricopa County, AZ.

27. Nondiscrimination in Federally Assisted Programs of the Department of Transportation. Flying Cacti, LLC maintains and operates facilities and services in compliance with all requirements pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of facilities and shall not be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. No person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. Flying Cacti, LLC furnishes its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and charges reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Flying Cacti, LLC may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.

28. Modification. This Agreement is the sole agreement between the parties on the subject matter thereof. Any amendments, changes, additions, or deletions to the terms of this Agreement must be mutually agreed to by the Parties in writing.

29. Termination. Flying Cacti, LLC reserves the right to terminate this agreement at any time, especially due to non-compliance with this agreement, an unsafe operation of the aircraft or an unethical behavior such as sharing confidential information or gossip.

I warrant that the information, statements and representations contained herein are true. I understand that Flying Cacti, LLC is relying on this information to rent the aircraft only to me and that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an accident. Further, I acknowledge that Flying Cacti, LLC carries hull and liability insurance on its aircraft for its benefit and that Flying Cacti, LLC insurance carrier retains a right of subrogation against me in the event a claim is made on account of my negligence. Flying Cacti, LLC encourages the Rental Pilot to secure his own insurance.

Renter

Signature

Print Name

Date

Flying Cacti, LLC

Signature

Print Name

Date