



Rental Agreement & Dispatch Policies

Rental Agreement

This rental agreement shall govern the relationship between Excite Aircraft, Inc. d/b/a US Sport Aircraft, Thrust Flight et. al, hereafter referred to as "Company" and [REDACTED], hereinafter referred to as "Renter", for all rental transactions between Company and Renter. This agreement replaces any previous agreement.

Rental aircraft and training services are paid for on a pay-as-you-go basis; no credit will be extended to Students or Renters. Payment is expected upon receipt of services, although payment in advance may be held on account with training and rental services charged against the account until the credit balance has been used. Company may, at its sole discretion, elect to require a balance be held on account prior to dispatch of a rental or training flight. Refunds of amounts held on account are subject to a 15% administrative fee.

Rental rates are as posted or available on request. Rental time is based on the Hobbs meter time rounded up to the next 1/10th hour.

Aircraft may be scheduled in person, over the telephone during business hours, or over the internet using a scheduling system provided by the Company.

Renter will give at least 24 hours' notice when canceling or changing scheduled flights for any reason other than unsafe weather conditions or aircraft mechanical issues discovered during the preflight inspection. If a reservation is cancelled within 24 hours of the flight for other than weather or mechanical issues, the Company reserves the right to charge the Renter one (1) hour of flight time and one (1) hour of instructor time, if applicable. Renter agrees to schedule aircraft when their plans are definite and for the amount of time they intend to use the aircraft. Renter will be considered a no-show if aircraft is not dispatched to them within one half hour of the scheduled time. At that time the aircraft will be made available to other customers. Further, student pilots are required to contact their instructor personally when canceling.

No student may use the online system to schedule an instructor within 12 hours of the scheduled flight time unless the student personally coordinated with the instructor. If such flight is scheduled and the instructor is not aware of the recent schedule change, the student may still be charged a no-show fee for blocking use of the aircraft which would have been otherwise available to properly scheduled renters.

Stipulations for use of aircraft:

1. The following training prohibitions exist for Company aircraft: spins and acrobatic maneuvers in Company aircraft are not permitted at any time unless specifically authorized by the Chief or Assistant Chief Pilot and performed in an aircraft approved for the proposed maneuvers.
2. Renter agrees to use Company aircraft for their business and personal purposes and is in no way authorized to act as an agent of the Company. **Renter will not conduct flights for the purpose of giving flight instruction or any other commercial purpose.**
3. Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated. Student and Renters must have current instructor endorsements for solo flight, class B airspace, complex, etc., appropriate to the flight operation. Further, the Renter must possess a current FAA issued medical or BasicMed certificate appropriate for the type of operation to be conducted or a State Driver's License to operate as a Sport Pilot. Renter must have the appropriate pilot certificates, medical certificates (where required), photo identification, and log book (if operating as a student or sport pilot) in their possession during flight or in the vicinity of the aircraft.

4. Renter will provide background information to the Company of: (i) Any incident or accident, major or minor, they have ever been involved in, whether or not Company aircraft was involved; (ii) Any action taken by Federal, State or Local authorities against their certificates.
5. Renter agrees to engage in, and pay for, flight checks and aircraft checkout by the appropriate Company flight instructor for every aircraft the Renter intends to rent from the Company. Renter further agrees to flight checks for any of these conditions/situations:
 - a. Renter has not flown in Company aircraft of same make and type in the preceding 90 days
 - b. IFR proficiency flights
 - c. Currency for night flight
 - d. **ANNUAL** flight review
6. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in an unairworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.
7. Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including preflight inspection, pre-engine startup, engine startup, taxi, takeoff, cruise, approach to landing, landing, after landing, shutdown, and post-flight.
8. Renter will ensure that the aircraft is operated with: (i) Proper quantity and type of engine oil; (ii) Proper type and octane of fuel; and (iii) Adequate fuel is loaded for the intended flight, including reserves of no less than 1 hour.
9. Renter is responsible for the proper operation of all equipment in the aircraft including, but not limited to: communication and navigation radios, GPS, autopilot, etc.
10. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103), and all other applicable sections, for all flights.
11. Renter will never interfere with the operation of the Hobbs or tachometer of an aircraft. This includes: disconnection of wiring, pulling of fuses or circuit breakers, setting of flight controls into unsafe positions.
12. Renter agrees to adhere to the aircraft dispatch policies in use by the Company. Renters are required to utilize ATC Flight Following and/or file and activate an FAA flight plan for all cross-country flights in excess of 100 nm. A copy of flight plans and navigational log should be attached to the aircraft dispatch form. Renter further agrees to adhere closely to weather and wind restrictions as set forth in the Dispatch Policies as detailed below.
13. For Renters who are Student pilots:
 - a. Solo students must conduct a preflight briefing with their Instructor prior to **EVERY** solo flight.
 - b. Solo students will not operate aircraft when the wind, gusts or crosswind components exceed or are forecast to exceed the lower of maximum demonstrated velocities listed in the Pilots Operating Handbook, the limits presented in the current Dispatch Policies, or in any way contrary to limitations imposed by their instructor's student solo endorsement(s).
 - c. Solo student pilots will not operate aircraft when weather or forecast weather is lower than the minimums set forth in the current Dispatch Policies.
14. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:
 - a. Flight control/gust locks in place (or seat belt around the stick or yoke).
 - b. Seat belts secured inside the aircraft.
 - c. Doors/canopy closed and latched/baggage compartment latched.

- d. Chocks in place.
- e. Tie-downs secured.
- f. Propeller covers, pilot tube covers, cabin covers/sunscreens installed (as available).
- g. Trash removed from the interior and baggage compartments.
- h. All personal or loaned accessories, headsets, charts, etc. are removed from the aircraft.
- i. Proper Hobbs time increment is recorded on the dispatch sheet and/or aircraft flight log.
- j. Thorough cleaning of any condition caused by liquids or solids being dropped, spilled, leaked, dripped, excreted or vomited within the interior of the aircraft.
- k. Master and ignition switches off.

Renter will be charged \$25.00 for failing to attend to all items a - i, and \$75.00 for failing to attend to items j and k. Renter agrees to always return the aircraft in a ready-to-fly condition when checked in at Company.

- 15. Renter is fully responsible for landing, tie-down, ramp, departure or any other fees or taxes at airports other than the Company's home airport.
- 16. Renter agrees to return the aircraft at the agreed time and place. Renter will inform Company as soon as practicable if the aircraft is to be kept longer than originally planned.
- 17. Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems. Company is not responsible for incidental costs that may be incurred by the Renter, passengers, or any other persons in the event that the aircraft cannot be returned to the home airport. This includes telephone calls, rental cars, hotel rooms, airline tickets, meals, loss of revenue, inconvenience, etc. Further, the Company shall not be responsible for any airport or other charges incurred during such delays.
- 18. For reasons other than those resulting from bona fide mechanical conditions as determined by a certificated mechanic designated by the Company, Renter shall remain responsible for the aircraft and will pay all costs incurred to return the aircraft to Company. At its option, Company reserves the right to charge the Renter for "loss-of-use", i.e., estimated revenues that would have been earned from flights and instruction that were scheduled or were anticipated to be scheduled had the aircraft been returned as required.
- 19. Renter understands that he/she is prohibited from:
 - a. Hand-propping to start an aircraft.
 - b. Carrying pets or animals without expressed written approval of Company.
 - c. Smoking or allowing smoking, in or near an aircraft.
 - d. Consuming food or beverages, other than water, in an aircraft.
 - e. Operating an aircraft in violation of the terms of this agreement.
 - f. Starting, taxiing, or flying an aircraft while under the influence of alcohol or drugs.
 - g. Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR); (ii) in violation of any Federal, State or Local law or ordinance; (iii) in violation of any Letter of Agreement executed by Company with any federal, state or local authorities.
 - h. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices, or Company operating procedures.
 - i. Operating the aircraft outside the continental United States of America without expressed written approval of the Company and its insurance underwriters.
 - j. Operating a VFR flight in less than VFR weather minimums appropriate to the airspace and lighting conditions as set forth in the Dispatch Polices.

- k. Operating at unlit airports during night operations.
 - l. Operating at airports with unpaved runways and/or taxiways. Grass operations may be allowed at specific public use airports with prior Company approval.
 - m. Operating at airports where intended runways have usable lengths of less than 2,500 feet without prior Company approval.
20. Renter agrees to operate the aircraft from the Pilot In Command (P IC) seat as the sole manipulator of the controls. Right seat PIC flying is permitted for CFI students or certificated instructors only.
 21. Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.
 22. In the event of accident or incident involving Company aircraft, Renter will act according to the tenets of NTSB Part 830; particularly:
 - a. Seeking to secure the scene of the incident and, as far as possible, preserve and prevent any further damage to passengers or aircraft.
 - b. Notifying and cooperating with the proper Federal, State, and local authorities.
 - c. Reporting the event to Company as soon as possible using any communications means possible.
 - d. Seeking to gather names and addresses of any witnesses to the event.
 - e. Preparation and filing of forms required or requested by local, state or federal authorities, insurance underwriters or the Company.
 - f. Assisting and cooperating fully with the Company on any insurance or legal claims.
 23. Renter agrees to assume responsibility for any loss or damage to, or involving, Company aircraft caused in whole or in part by Renters negligence, violation of Federal Aviation Regulations (Title 14 CFR), improper procedures, acts contrary to local, state or federal laws, ordinances or regulations, acts or failure to act in regards to the proper inspection and operation of Company aircraft, or any act contrary to the established policies and procedures of the Company. These losses include, but are not limited to, loss of commercial use.
 24. Renters are required to have a valid, in-force renters' insurance policy with hull damage coverage of no less than \$10,000 prior to any rental dispatch. Regardless of renters' insurance coverage, Renter is personally responsible for any and all damages incurred during rental, including loss of use and loss of value to the rented aircraft. This responsibility also includes any insurance deductible incurred by Company for damage sustained during rental, and any damage caused to tires, brakes and landing gear due to excessive braking or improper operation.

Company will reimburse Renter for aircraft fuel and engine oil purchased at airports other than the home airport at the prevailing rate paid for these items at the home airport. Renter must present original receipts which include the date, location and applicable aircraft registration number, within 48 hours of return to the home airport in order to receive credit.

Renters utilizing the Company's flight instruction services agree that these services are provided and billed on an hourly basis, and that such services are fully earned when rendered. Renter further acknowledges that effective training requires diligent study and preparation by the student. A scheduled lesson for which a student is unprepared or has not completed prior assignments may be discontinued by an instructor. The student may be charged the full lesson rate for any discontinuances.

If a student is dissatisfied with instruction or other services received for any reason, he/she should immediately discuss the matter with the Chief or Assistant Chief Instructor, or another member of management. Any such concerns must be brought to management attention within five days after completion of the lesson or incident at issue. Additionally, Renter acknowledges that each student will progress at different rates due to many factors including individual aptitude, home study habits, prior experience, frequency of training, weather, and many other personal, emotional or environmental

factors. Company estimates of the time or cost required to complete any course of study are based on broad general averages and may not be representative of Renter's individual experience.

Renter indemnifies and holds harmless Company against any loss, damage or expense, including, without limitation, taxes, penalties, interest, claims, assertions, suits, judgments, fees, charges and reasonable attorney's fees, asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter. (ii) any liability, obligation, demand, claim, action, or judgment which may arise by reason or in connection with Renter's operation of Company aircraft or participation in flying activities under this agreement.

Renter is seeking to participate in flying related activities. Renter acknowledges and understands the risks and hazards inherent or to be anticipated in being a pilot, student pilot, or a passenger in such related activities. Renter voluntarily chooses to participate with full knowledge of these risks and hazards.

In consideration of the above named Renter being permitted to participate as described above and use Company services, facilities and equipment, Renter, for himself/herself and his/her personal representatives, affiliates, partners, assigns, heirs and next of kin, hereby covenants not to sue, releases, waives and discharges Company from any and all liability to the Renter, his or her personal representatives, affiliates, partners, assigns, heirs, and next of kin, for any and all loss or damage, and from every claim, demand, action or right of action, of any kind or nature, either in law or in equity, related to injury to the person or property of, or resulting in death of the Renter or any other person, whether caused by the negligence of the Company or otherwise related to Renter's participation or contemplated participation in activities described above.

Renter expressly agrees that this Agreement, including any release, waiver, and indemnity sections herein, is intended to be as broad as permitted by the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Company reserves the right to cancel this agreement at any time without prior notice to Renter.

Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions herein.

Having read and understood this agreement, I agree to all terms and conditions as set forth.

Signature

Date

Printed Name

Accepted By:

Company Representative

Pilot / Renter Information Sheet

Personal Information	
Name	
Address	
Home Phone	
Cell Phone	
Work Phone	
Email	
Date of Birth	
Driver's License	# _____ State: _____
US Citizen	<input type="checkbox"/> Yes <input type="checkbox"/> No – Country: _____
Spouse Name	
Phone	
Employer	
Phone	
Vehicle	Make/Model: _____
	License: _____ State: _____

Emergency Contacts	
Name	
Relationship	
Address	
Home Phone	
Cell Phone	
Work Phone	
Email	
Name	
Relationship	
Address	
Home Phone	
Cell Phone	
Work Phone	
Email	

It is our policy to charge for each flight or training session as it is completed. We accept payment by cash, check or credit/debit card. We can also hold funds on your account and subtract funds from your balance as each flight/lesson is completed. When paying by credit or debit card, please present the card of your choice to be swiped and charged electronically.

We request that you also maintain a valid credit card on file for those instances where you return from a flight after office hours or an immediate payment cannot otherwise be made. This card will only be charged when you cannot physically present a card or other form of payment.

Payment Authorization	
Credit Card Number	
Expiration Date	
Security Code	
Card Holder's Name	
Billing Zip Code	

I hereby authorize US Sport Aircraft + Thrust Flight to charge the above card for any charges or expenses I incur related to aircraft rental, instruction, service, parts or pilot supplies.

Signature _____

Date _____

DISPATCH POLICIES

The following policies apply to all renters, students and instructors utilizing US Sport Aircraft + Thrust Flight ("Company") equipment. Pilots and Student Pilots have the primary responsibility for ensuring compliance with these policies. It is the Instructor's responsibility to ensure that students are taught the correct procedures.

Weather Minimums for Rental and Training

Operation of US Sport Aircraft + Thrust Flight aircraft for training or rental will be permitted only when following minimum meteorological conditions exist, and are forecast for the duration of the proposed flight:

Type of Operation	Min Ceiling	Day Visibility	Night Visibility
VFR Student Dual/Local	1,500 Ft	6 miles	8 miles
VFR Student Solo/Local	3,000 Ft	10 miles	N/A
VFR Student Dual/XC	3,000 Ft	6 miles	5 miles
VFR Student Solo/XC	4,000 Ft	10 miles	N/A
VFR Rental Pattern	1,500 Ft	8 miles	10 miles
VFR Rental Local/XC	per FAR's	per FAR's	per FAR's
IFR Rental Local/XC	per FAR's	per FAR'S	per FAR's

NO STUDENT SOLOS ARE PERMITTED WITHOUT AN INSTRUCTOR CONSULTATION.

Surface Winds

Solo student pilot flights will not be approved when the wind gust speeds are reported or forecast to be in excess of 18 knots or when a crosswind component greater than 7 knots or a gust factor of more than 10 knots exists or is forecast to exist. Only a Chief Pilot can approve flights outside of these factors.

Dual flights are at the discretion of the instructor. However, no Company aircraft may begin a flight, dual or PIC, when the surface wind gusts are reported or forecast to be greater than 25 knots. Additionally, no Company aircraft may begin a flight when surface crosswinds or gusts (considering wind speed and direction) are reported or forecast to be in excess of the published maximum demonstrated crosswind component for that airplane.

Preflight

A dispatch binder for each aircraft is maintained in the dispatch office. A dispatcher will check out the aircraft to the renter for each flight. The renter should obtain a dispatch sheet prior to each flight.

- Compare the prior ending Hobbs time in the log with the next 100 hr. inspection time and any other scheduled maintenance items on the dispatch sheet, and to the current Hobbs time shown on the aircraft instruments. Report any discrepancies to a Company representative immediately and prior to any flight. You are responsible for all time on the Hobbs since the last time recorded in the Aircraft Log.
- DO NOT move an aircraft into or out of the hangar without assistance from a Company representative.
- DO NOT fuel an aircraft at the US Sport Aircraft + Thrust Flight facilities.
- Remove tie-downs or chocks and place all such materials next to the fence or at the edge of the ramp so they cannot be run over or picked up by a prop.
- All flights must have enough fuel on-board for the planned duration of the flight plus 1 hour of reserve.
- Report any maintenance issues, concerns, or discrepancies to a Company representative prior to any flight (or as soon as possible if discovered during flight).
- Pilots are responsible for providing their own fuel test tube/cup.
- Pilots are responsible for providing their own headsets for themselves and their passengers.

- Any aircraft reservations canceled or no-showed with less than 24 hours notice, other than for bona fide weather issues, will be charged a cancellation fee.

DISPATCH POLICIES (Continued)

- Flight lessons scheduled on bad weather days are expected to continue as ground and/or simulator lessons. A no-show fee will be charged for the instruction portion of any lesson canceled with less than a 24 hour notice.
- It is the Pilot or Student Pilot's responsibility to ensure they meet currency and endorsement requirements prior to every flight. In addition to FAA currency requirements, US Sport Aircraft + Thrust Flight requires an Annual Flight Review or checkout. A recurrent checkout will also be required if the pilot has not acted as PIC of a Company aircraft within the prior 90 days. This requirement may be waived by the Chief Pilot on a case-by-case basis, provided that the pilot has satisfactorily performed as PIC of a Company aircraft within the preceding 180 days.
- All aircraft must be pulled on to the taxi line before starting. AVOID DIRECTING PROP BLAST TOWARD OTHER AIRCRAFT, PERSONS OR HANGARS.
- ALL CROSS COUNTRY FLIGHTS IN EXCESS OF 100 NM ARE REQUIRED TO HAVE A VFR FLIGHT PLAN ON FILE AND ACTIVATED WITH THE FAA, AND/OR USE VFR FLIGHT FOLLOWING SERVICES.

Post Flight

Following each flight, the pilot is responsible for ensuring the following tasks are completed:

- Hobbs time is recorded in the aircraft log. A charge of \$25 will be assessed for failure to correctly record a flight in the flight log.
- Note any aircraft issues or discrepancies in the comments area of the flight log or dispatch sheet. Also, verbally alert a Company representative of the issue as soon as possible.
- Ensure all switches are in the OFF position prior to exiting the aircraft. A fee of \$75 will be charged for aircraft left with the master switch in an ON position. Ensure that glass panels are powered down completely (30 seconds after master switch is turned off).
- Secure the flight controls with a provided gust lock or by wrapping the seat belt around the control stick or yoke.
- Push the aircraft out of the active ramp area and chock the nose and at least one main gear. Request assistance from Company personnel before moving an aircraft into or out of a hangar. Secure the plane with tie-downs in a space provided.
- Remove all personal belongings, trash, headsets, etc. from the aircraft. The pilot is responsible for cleaning any spills, stains, emissions or trash. A cleaning fee of \$75 or more will be assessed for aircraft not left in a clean condition.
- Return the completed aircraft log book to the office and check out with a dispatcher. All flight and other charges are to be paid upon completion of the flight unless prior arrangements or prepayments have been made. When paying with a credit card, please present your card upon completion of each flight.
- For after-hours returns, leave the aircraft log book on the counter in the office and ensure all exterior doors are locked and secure before your leave.

I have read and agree to comply with the US Sport Aircraft + Thrust Flight dispatch policies. I understand that these policies are subject to change and that I may access the most current version at the US Sport Aircraft + Thrust Flight web site at <http://ThrustFlight.com>.

_____ Signature

_____ Date

_____ Printed Name

Please provide copies of the following documents:

- Pilot/Instructor Certificates (front and back)
- Medical Certificate
- Driver's License (front and back)

- Birth Certificate or Passport*
- TSA Authorization for Flight Training (non-US citizens)*
- Non-Owned Aircraft (Renter's) Insurance Binder or Declarations Page*