

Rocky Mountain Flight School

AIRCRAFT RENTAL AGREEMENT

(Please Print)

Name: _____ Date: _____

Address: _____

Cell Phone: (_____) - _____ - _____ Other Phone: (_____) - _____ - _____

E-mail Address: _____

Your email address is your Flight Schedule Pro account username

Emergency Contact: _____ Relationship: _____

Emergency Contact Phone: (_____) - _____ - _____

- Agreement signed by RMFS Representative on last page

(Pilot Status and documents required to be on file)

New Pilot	Student Solo	PPL / IR / ME	Lesson: _____	Checkout / Rental
Aircraft Insurance	Aircraft Insurance	Aircraft Insurance	Aircraft Insurance	Aircraft Insurance
Rental Agreement	Rental Agreement	Rental Agreement	Rental Agreement	Rental Agreement
	Medical	Medical	Medical	Medical
	Student Certificate	Pilot Certificate	Pilot Certificate	Pilot Certificate
ID	ID	ID	ID	ID
TSA Verification*	TSA Verification*	TSA Verification*	Flight Review	Flight Review
	Endorsement			Aircraft Checkout
	Aircraft Checkout			(post checkout)

*US Government Issued Passport **OR** US Government Issued Photo ID **and** Original Birth Certificate. The requirements for determining citizenship status for any student, whether U.S. or alien, applies only to flight training towards an initial FAA pilot certificate, including a private pilot certificate, instrument rating, or multi engine rating. **This must be done in person prior to the flight.**

Rocky Mountain Flight School

AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ by and between Rocky Mountain Flight School, a Colorado business, hereinafter referred to as RMFS, and _____, hereinafter referred to as "Pilot/Renter."

This Agreement applies to all individuals utilizing or accessing Rocky Mountain Flight School (RMFS) aircraft, instruction, facilities, or services.

By engaging in any such use, the individual agrees to be bound by the terms and conditions of this Agreement.

This Agreement governs all aircraft rental, flight instruction, and related operational activities conducted through RMFS.

1. Updates and Communication

RMFS may update policies, procedures, and operational requirements as needed. Notice will be provided via email and other RMFS communication channels.

Pilot/Renters are responsible for maintaining a current email address, reviewing RMFS communications, and remaining informed. Continued use of RMFS aircraft, instruction, or facilities constitutes acceptance of any updates to this Agreement and RMFS policies.

2. Club Rules and Standard Operating Procedures

RMFS maintains Club Rules and Standard Operating Procedures ("Club Rules") governing day-to-day operations, including aircraft handling, fueling, weather limitations, and operational practices.

Club Rules are available on the RMFS website and may also be distributed through training or other RMFS communication channels. Club Rules may be updated at any time and do not require amendment to this Agreement.

All policies, procedures, limitations, and requirements contained in the Club Rules are incorporated into and form part of this Agreement.

Pilot/Renter is required to review and comply with all applicable Club Rules. Failure to comply with Club Rules constitutes a violation of this Agreement.

In the event of any conflict between this Agreement and the Club Rules, Club Rules will take precedence controlled by RMFS interpretation.

3. Payment and Fees

Payment is due at the time services are rendered. A valid credit card must be maintained on file to retain access to RMFS aircraft and services.

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Charges will be applied at the time of service. Any adjustments or reimbursements will be handled in accordance with RMFS Club Rules.

Pilot/Renter authorizes RMFS to charge any outstanding balances to the card on file. Accounts must remain current to maintain flight privileges.

Pilot/Renter is responsible for all late or returned payments. Past due balances may result in fees, collection actions, and suspension of privileges.

Cancellation and scheduling policies are governed by Club Rules.

Past due balances will incur a finance charge of 1.75% per month (21% per annum). Returned checks will incur a service charge of \$35.00 per check.

Accounts past due for 90 days or more may be subject to collection actions. The Pilot/Renter is responsible for all associated costs, including attorney fees, court fees, and related expenses.

4. Insurance Policy Requirements

Pilot/Renters are required to maintain an Aircraft Renter's Insurance policy meeting RMFS requirements as a condition of operating RMFS aircraft.

Insurance coverage must be appropriate to the aircraft being operated. Operation of multi-engine aircraft requires a policy that includes multi-engine coverage.

The Pilot/Renter is responsible for obtaining and maintaining active insurance coverage, including payment of all premiums, deductibles, and associated costs. Proof of insurance must be provided to RMFS and remain current while operating RMFS aircraft.

RMFS reserves the right to establish and modify minimum coverage requirements and qualification standards through its Club Rules, and to deny aircraft use based on insurance or qualification status.

RMFS may maintain insurance coverage applicable to its aircraft and operations; however, such coverage is not intended to replace the Pilot/Renter's required insurance and may not apply in all circumstances.

Any RMFS-provided insurance coverage is secondary to the Pilot/Renter's insurance and may only apply to the extent that the Pilot/Renter's insurance does not cover the applicable claim.

Eligibility for any RMFS-provided coverage requires full compliance with RMFS requirements, including proper authorization, aircraft qualification, this Agreement, and RMFS Club Rules, as well as insurance carrier requirements and applicable FAA regulations. Compliance may be determined by the applicable third party.

5. Pilot Authorization and Qualification

Aircraft may only be operated by individuals authorized and qualified by RMFS.

Only RMFS instructors are authorized to provide flight instruction in RMFS aircraft.

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Authorization to operate RMFS aircraft is contingent upon meeting all RMFS qualification requirements, in accordance with this Agreement and Club Rules.

Pilot in Command. The Pilot in Command (PIC) must be clearly designated prior to the start of each flight.

The PIC is solely responsible for the operation and safety of the flight, including all decisions related to aircraft control, navigation, weather, fuel management, and emergency procedures.

The presence of a Certified Flight Instructor (CFI) on board does not, by itself, establish that instruction is being provided or that the CFI is acting as Pilot in Command.

Any transfer of PIC responsibility during a flight must be intentional and may only occur between individuals who are properly qualified, current, and authorized by RMFS for that aircraft.

The Pilot/Renter acting as Pilot in Command must operate the aircraft from the left seat unless authorized through an RMFS Right Seat PIC Checkout. The Pilot/Renter must not permit any individual to manipulate the flight controls unless authorized and qualified by RMFS.

Qualification Requirements

Student pilots must operate under the authorization of an RMFS instructor and in accordance with all applicable limitations.

Pilot/Renters must complete an RMFS-approved checkout with an RMFS instructor for each make and model of aircraft prior to operation. All checkouts must be documented and on file with RMFS.

Any individual who may be required to operate or assume control of the aircraft, including acting as Pilot in Command or safety pilot, must meet all RMFS qualification requirements for that aircraft.

Certain operations may require additional training, endorsements, or checkouts as determined by RMFS.

Pilot/Renters must maintain qualification in accordance with FAA regulations and RMFS requirements. RMFS may require additional training, evaluation, or checkout at its discretion to establish or maintain qualification.

The Pilot/Renter must maintain current pilot certificates, medical certification, and required identification on file with RMFS, as summarized on page 1 of this Agreement, subject to change based on government regulations. Proof of citizenship must be provided as required for flight training in accordance with applicable regulations.

Mountain operations require prior approval and appropriate RMFS qualification.

Failure to meet or maintain RMFS qualification requirements may result in restriction or suspension of flight privileges.

6. Operational Procedures

Pilot/Renter is not authorized to use aircraft for commercial use or unauthorized instruction.

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Detailed operational procedures, permitted uses, limitations, and scheduling requirements are set forth in the RMFS Club Rules. Pilot/Renters are responsible for reviewing and complying with all applicable Club Rules, and failure to do so constitutes a violation of this Agreement.

Aircraft availability, scheduling, and extended use are governed by Club Rules. RMFS reserves the right to modify or cancel reservations as required for maintenance, inspections, or operational needs.

7. Liability

The Pilot in Command (PIC) is solely responsible for all decisions related to the operation of the aircraft, including but not limited to aircraft handling, flight planning, weather evaluation, fuel management, and emergency procedures.

No reliance. No action or inaction by RMFS shall be interpreted as approval or endorsement of any flight or operational decision. The Pilot/Renter acknowledges that RMFS does not control, direct, or supervise the operation of any flight conducted by a Pilot/Renter acting as Pilot in Command.

The Pilot/Renter is responsible for all damage to the aircraft and any associated costs arising from or related to its use, including ground handling, pre-flight, post-flight operations, and recovery or repositioning of the aircraft.

Liability is not limited to aircraft damage and includes, but is not limited to, any loss arising from poor planning, fuel mismanagement, weather, or diversion-related decisions, as well as third-party claims, bodily injury, property damage, loss of use of the aircraft, and all associated costs, including attorney fees.

RMFS reserves the right to pursue recovery of damages for any loss arising from use of its aircraft, including but not limited to:

- Violation of Federal Aviation Regulations (FAR's)
- Negligence or willful misconduct
- Unauthorized use of aircraft
- Conducting unauthorized instruction or commercial operations
- Breach of this Agreement

Hold Harmless. The Pilot/Renter agrees to indemnify, defend, and hold RMFS harmless from any and all claims, liabilities, damages, or expenses arising out of or related to the Pilot/Renter's use of RMFS aircraft. This includes damage to the aircraft, third-party property, personal property, and injury to any persons.

Lost or Stolen Property: RMFS is not responsible for loss or theft of personal property belonging to the Pilot/Renter or Pilot/Renter's passengers while on RMFS premises or in RMFS aircraft. The Pilot/Renter is solely responsible for securing all personal belongings.

8. Aircraft Handling

Pre-Flight and Post-Flight Responsibilities. The Pilot/Renter is responsible for conducting all required pre-flight and post-flight inspections in accordance with Federal Aviation Regulations and manufacturer guidelines.

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Any damage, discrepancies, unairworthy conditions, or missing documents must be reported to RMFS immediately. The Pilot/Renter must not operate an aircraft that is not airworthy or safe for flight.

Failure to report damage or discrepancies may result in suspension of flight privileges and responsibility for associated costs.

Pilot/Renters must comply with RMFS fueling procedures in accordance with Club Rules.

Aircraft Inspections. Aircraft required inspections, including 100-hour and annual inspections, must not be exceeded. The Pilot/Renter is responsible for ensuring the aircraft will remain within required inspection limits for the duration of the flight.

If a planned or ongoing flight may result in exceeding an inspection limit, the Pilot/Renter must not depart or must adjust the flight accordingly. Operation beyond required inspection limits is strictly prohibited unless authorized by RMFS.

Damage and Maintenance. The Pilot/Renter is responsible for reporting all maintenance concerns, discrepancies, or abnormalities immediately to RMFS via email or phone call or text, as required based on the circumstances of the event and need for assistance.

In the event of a malfunction or condition affecting airworthiness, the Pilot/Renter must contact RMFS prior to taking further action. Aircraft may not be abandoned or repaired without RMFS authorization.

All repairs must be approved by RMFS. Unauthorized repairs or actions may result in additional charges or loss of privileges.

Aircraft Not Returned to Base. In the event an aircraft cannot be returned to base, the Pilot/Renter must contact RMFS prior to taking further action and must properly secure the aircraft before leaving it unattended.

RMFS will determine and coordinate recovery of the aircraft. Responsibility for associated costs will be determined based on the circumstances of the event.

Aircraft Securing and Condition. The Pilot/Renter is responsible for securing the aircraft and leaving it in a safe and acceptable condition.

The aircraft must be properly shut down and all systems secured. Failure to do so may result in charges or liability for resulting damage.

Cleanliness and Conduct. The Pilot/Renter is responsible for maintaining the cleanliness and condition of the aircraft.

Smoking is prohibited in and around RMFS aircraft. The aircraft must be returned in a condition suitable for the next operation.

Cold Weather Operations. RMFS may restrict or suspend flight operations based on weather conditions. Pilot/Renters must comply in accordance with all RMFS Club Rules.

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9. Flight Procedures

The Pilot/Renter is responsible for complying with all applicable Federal Aviation Regulations at all times.

Pilot/Renters must comply with airport-specific procedures and operational requirements at all locations of operation.

Weight and balance calculations must be performed when required to ensure safe operation.

The Pilot/Renter is responsible for all landing, tie-down, handling, and other fees incurred during ground and flight operations.

Operations on unpaved or non-approved surfaces are not permitted unless authorized by RMFS or required by emergency.

Pilot/Renter shall also comply with the flight procedures pursuant to the Club rules, including Extended Use of aircraft.

Weather Limitations. Pilot/Renters must comply with all weather-related procedures and limitations in accordance with RMFS Club Rules.

The Pilot in Command is solely responsible for obtaining and evaluating weather information and determining whether a flight can be safely conducted.

Weather conditions in Colorado may change rapidly, be difficult to predict, and may differ significantly from reported or forecast conditions. The Pilot in Command acknowledges these risks and assumes full responsibility for all weather-related decisions.

RMFS weather guidelines, minimums, and operational limitations are provided for general operational standards only and do not constitute a guarantee of safety or suitability for any particular flight.

RMFS does not monitor, approve, or assume responsibility for any flight conducted by a Pilot/Renter acting as Pilot in Command.

RMFS reserves the right to restrict, delay, or suspend operations based on weather conditions or operational considerations; however, such actions do not relieve the Pilot in Command of responsibility for all flight-related decisions.

10. Emergency Reporting

The Pilot/Renter must immediately report any accident, incident, or abnormal event to RMFS.

The Pilot/Renter must take reasonable action to protect the aircraft from further damage and must not move the aircraft unless authorized by RMFS or appropriate government regulatory and law enforcement authorities.

The Pilot/Renter is responsible for complying with all applicable reporting requirements to regulatory authorities.

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11. Pilot Conduct and Safety

RMFS may restrict or terminate flight privileges at its sole discretion for safety, operational, or business reasons, whether or not a specific violation has occurred.

Suspension or termination may result from, but is not limited to:

- Actions that may compromise safety
- Conduct deemed unacceptable or disruptive
- Violation of RMFS policies, procedures, or operational requirements
- Breach of this Agreement

RMFS may require additional training, evaluation, or review prior to reinstatement of privileges.

RMFS reserves the right to permanently deny access to its aircraft, facilities, and services to any individual whose conduct poses a risk to safety or operations.

Pursuant to the aforementioned statement, individuals who are denied access are not permitted on RMFS premises. RMFS may pursue appropriate legal action in response to unauthorized access or continued violation of this Agreement.

12. Legal Terms

Governing Law. This agreement shall be construed and governed under the laws of the State of Colorado, excluding that body of laws known as conflict of laws. If a dispute between the Pilot/Renter and RMFS arises, the Parties shall make every attempt to discuss and resolve the dispute. If after thirty (30) calendar days the Parties are unable to resolve the dispute, then a Party may schedule mediation with a court or professional mediator. If mediation fails, a Party may exercise the right to litigation.

Entire Agreement. This Agreement constitutes the entire understanding between RMFS and the Pilot/Renter and supersedes all prior agreements.

Amendment. RMFS may modify this Agreement and related policies, procedures, or operational requirements at any time. Such modifications will be communicated in accordance with RMFS communication practices. Continued use of RMFS aircraft, instruction, or facilities constitutes acceptance of any modifications.

Certification. Pilot certifies that all information supplied to RMFS is true and correct.

Release of Liability. The Pilot/Renter acknowledges the inherent risks associated with aviation activities and voluntarily assumes such risks.

RMFS does not assume any liability for any acts or omissions of Pilot/Renter and Pilot/Renter specifically releases RMFS from all such liability.

To the fullest extent permitted by law, the Pilot/Renter agrees to indemnify, defend, and hold harmless Rocky Mountain Flight School, Inc., its officers, employees, agents, and representatives from any and all claims, demands, liabilities, losses, damages, or causes of action arising from or related to Pilot/Renter's and Pilot/Renter's passenger's and guest's use of RMFS aircraft, instruction, or facilities, including those resulting in death, personal injury or property damage.

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Understand Agreement. The Parties expressly acknowledge that they have read and understand the terms of this Agreement.

Invalid Provision. If any provision of this Agreement is declared invalid, unenforceable, or void under applicable law, such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law; it is the express intention of the Parties that all other provisions not declared invalid, unenforceable, or void shall remain in full force and effect.

13. Acknowledgement

I have read and agree to abide by the Rocky Mountain Flight School Aircraft Rental Agreement.

Pilot/Renter (Signature): _____

Date: ____/____/____

Pilot/Renter (Printed): _____

RMFS Representative: _____

Date: ____/____/____