

Rocky Mountain Flight School

Pilot Information Sheet

(Please Print)

First Name: _____ Last Name: _____

Street: _____ Apt #: _____

City: _____ State: _____ Zip: _____

Home Phone: (_____) - _____ - _____ Cell Phone: (_____) - _____ - _____

Other Phone: (_____) - _____ - _____

E-mail Address: _____

Credit Card Type: _____ (American Express not accepted)

Credit Card #: _____ - _____ - _____ - _____ Exp Date (mm/yyyy): ____ / ____

Name as it appears on card: _____

Address as it appears on bill: _____ (Check if same as above) ____

Zip code as it appears on bill: _____ (Check if same as above) ____

Emergency Contact Name: _____

Relationship: _____

Emergency Contact Phone: (_____) - _____ - _____

Flight Scheduler e-mail Address: _____ (Check if same as above) ____

Note: Your user name will be your e-mail address

Need Photocopies of:

Check	Document
<input type="checkbox"/>	Drivers License
<input type="checkbox"/>	Pilot Certificates
<input type="checkbox"/>	Medical Certificate
<input type="checkbox"/>	Last BFR
<input type="checkbox"/>	Complex Endorsement
<input type="checkbox"/>	High-Performance Endorsement
<input type="checkbox"/>	Aircraft Damage Liability Insurance

*** SHRED THIS DOCUMENT AFTER DATA IS ENTERED ***

Automatically Generated

Automatic Credit Card Billing Authorization Form

If you would like to enjoy the convenience of automatic billing, simply complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

Customer Information (To be completed by merchant)

Customer name: _____ Customer account number: _____ Phone: _____

Payment Information (To be completed by merchant)

I authorize *Automatically Generated* to automatically bill the card listed below as specified:

Amount: \$ _____ Frequency: Weekly Bi-Weekly Semi-Monthly Monthly
 Quarterly Semi-Annually Annually (Check only one)

Start billing on: ____/____/____ End billing when: Contract expires: ____/____/____
 Customer provides written cancellation

Credit Card Information (To be completed by customer)

Automatically Generated accepts the following credit cards: **MasterCard, Discover, Visa**

Credit card type: _____ Credit card number: _____ Expires: _____

Cardholder's name: _____ Cardholder's Zip code (required): _____
 (as shown on credit card) (from credit card billing address)

Customer's signature: _____ Date: _____

*** When you wish to cancel your monthly dues, you must contact us either by phone or e-mail and let us know. Initials _____**

Rocky Mountain Flight School

AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made this ____ day of _____, 20____ by and between Rocky Mountain Flight School (RMFS) whose address is 11855 Airport Way, Unit C, Broomfield, CO 80021 and ("Pilot/Member/Renter")

whose address is _____, _____, _____, _____
(Street) (City) (State) (Zip)

WITNESS THAT:

This Agreement provides information to all pilots renting aircraft from RMFS and governs the rental of aircraft and provision of other services by RMFS to Pilot.

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

1. Payment

Payment is due when services are rendered. RMFS accepts cash, checks, Visa, Discover, and MasterCard as payment for services rendered. All past due accounts will incur a finance charge in the amount of 1.75% of the balance due per month (21 percent per annum). All checks returned for "Insufficient Funds" will incur a **service charge in the amount of \$35.00 per check** in addition to the cost of services rendered.

Init _____

- a. **Unpaid Rental/Other Balances.** The Member authorizes RMFS to charge unpaid rental, and other balances to the current credit card on file with RMFS.

Init _____

- b. **No Show Fees.** The Member must provide 12 hours notice of cancellation of a rental aircraft and/or flight lesson. The Member may be charged a no-show fee of \$25.00 for an aircraft rental and/or a \$42.00 fee for instruction time for failure to comply with this provision. Reserved aircraft will be released for rental after 30 minutes from the beginning of the scheduled reservation. RMFS will use its best effort to accommodate extraordinary or emergency circumstances.

Init _____

- c. **Past Due Account.** Member's account must be current to maintain flying privileges with RMFS. An account past due 90 days or more will result in collection action being taken. The Member is responsible for attorney fees, court fees, and all other costs arising from any collection action.

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2. Monthly Dues

To help reduce the cost of aircraft rental Rocky Mountain Flight School assesses each Member "monthly dues". Dues are used to cover fixed aircraft operating expenses, such as GPS navigation database updates, required ADS-B avionics upgrades, and a portion of the aircraft insurance costs. Members may request their monthly membership be put on hold but must give sufficient notice. Membership changes will take effect on the 1st day of the following month after notice is received.

Check one box below.

- a. Monthly dues by automatic credit card deductions *
- b. Monthly dues charged to account
- c. Other Authorized by _____

* Note: When checking this option please fill out the Automatic Credit Billing Authorization Form supplied in this packet. Member must provide written notice of cancellation.

3. Insurance

- a. **Aircraft Damage.** The Pilot/Renter agrees to pay for any damage to the aircraft due to Pilot/Renter's negligence. It is the Pilot/Renter's sole responsibility to ensure proper treatment and operation of the aircraft and/or equipment during the rental period which includes damage sustained during pre-flight or post-flight inspections and includes damage sustained while ground handling the Aircraft and moving Aircraft into and out of any hangar, which is being rented to the Pilot/Renter.
- b. **Pilot/Renter's liability is NOT limited,** and our insurance company may subrogate under the following conditions:
- Init _____
- Pilot/Renter's willful misconduct or gross negligence.
 - Violating the Federal Aviation Regulations (FAR's)
 - Use of a RMFS aircraft in an illegal activity.
 - The Pilot/Renter conducting flight training to any pilot (flight training can only be given by RMFS CFI's).
 - Receiving flight training except from an employed CFI of RMFS.
 - If the Pilot/Renter materially breaches the terms of this agreement.
 - Using a RMFS aircraft for commercial operations.
- c. **Renter's Insurance.** Pilot/Renter is required to investigate and purchase an Aircraft Renters Insurance Policy, currently available from many reputable aviation insurance brokers, to utilize RMFS aircraft for training and renting purposes. RMFS does not require that insurance be purchased from a specific provider.
- d. **Other Liability.** As well as being responsible for damage to the rented aircraft, the Pilot/Renter may be responsible for additional third party liability to passenger, persons outside the aircraft, property damage (other than the aircraft), including but not limited to loss of use of the aircraft and attorney fees arising in connection with the use of an RMFS aircraft.

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- e. **Aircraft Checkout.** To meet our insurance obligations, Pilot/Renters are required to complete an aircraft check out with a RMFS instructor and show compliance with Section 5(l) of this agreement. In addition, a copy of a RMFS Aircraft Check-Out Form MUST be completed for each make & model of aircraft flown and be signed by a RMFS instructor.
- f. **Renters Insurance.** RMFS requires Pilot/Renter to acquire a Non-Owned Aircraft Damage Liability Insurance policy. This policy will provide the Pilot/Renter with aircraft physical damage liability and liability coverage in addition to the coverage provided by RMFS's insurance. It is the Pilot/Renter's responsibility to secure such insurance, pay any premiums on policy and deductibles on such insurance for any claims, and to maintain active insurance for any Rental Periods with RMFS. Standard Bodily Injury and Property Damage Liability coverage is not required but **STRONGLY RECOMMENDED** in addition to Aircraft Damage coverage. RMFS will under no circumstance provide any monetary liability for damages done to persons or property while operating RMFS aircraft.
- g. **Coverage Requirements.** RMFS requires Pilot/Renter to hold current renter's insurance with a minimum coverage of \$10,000 Aircraft Damage (Hull). A copy of your policy must be on file with Rocky Mountain Flight School and the policy must be active.

4. Hold Harmless.

The Pilot hereby agrees to indemnify and hold RMFS harmless against any liabilities, claims or damages which result from/or are in connection with Pilot's rental of an aircraft pursuant to this agreement; and the Pilot also agrees to be responsible for the payment of any damages caused to Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment as set forth in Section 3(a) while in the Pilot's possession and use.

5. Flight Procedures/Handling of Aircraft

- a. **Federal Aviation Regulations (FARs).** It is the Pilot's sole responsibility to comply with all Federal Aviation Regulations at all times.
- b. **Handling of Aircraft.** With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures. Any damage, un-airworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to RMFS immediately **PRIOR TO FLIGHT**. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness and functioning of its equipment and accessories. With respect to post-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating post-flight procedures. Any damage found, must be reported to RMFS immediately and prior to leaving RMFS's premises. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to RMFS will result in termination of flying privileges with RMFS and collection action being taken against the Pilot for the cost of repairs.
- c. **Aircraft Flight Time.** The Pilot is responsible for checking the current HOBBS/TACH time, **to the highest tenth visible**, on the aircraft dispatch. HOBBS/TACH differences found prior to starting the aircraft must be immediately

Init _____

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reported to RMFS Staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, **to the highest tenth visible**, the ending HOBBS/TACH time after shutting down the aircraft.

- d. **Master/Avionics Switches.** It is the Pilot's responsibility to leave the aircraft with the aircraft master and avionics master switches turned off after each flight. If it becomes necessary to recharge or jump start an aircraft because of failure to comply with this rule, the pilot may be charged a fee equal to 1 hour of shop labor which is currently \$65.00.
- e. **Securing of Aircraft.** It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by RMFS (Chains, tie-down ropes, gust locks, throttle locks, etc.) or when not parked on the RMFS ramp insuring that the aircraft is adequately secured by reasonable means. The Pilot may be charged a tie-down fee of \$10.00 for failure to comply with this rule. In addition, the Pilot is responsible for any damage to the aircraft resulting from not properly securing the aircraft.
- f. **Cleanliness.** It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged a cleaning fee of \$15.00 for failure to comply with this rule.
- g. **Food/Drinks/Smoking in Aircraft.** Food, drinks and/or smoking in the aircraft is strictly PROHIBITED, excepting Bottled Beverages. The Pilot may be charged a cleaning fee of \$15.00 for failure to comply with this rule. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.
- h. **Flight Plan.** RMFS recommends that prior to any flight beyond 50 nautical miles the Pilot should file a flight plan with FSS. **Student Pilots** are required to file a flight plan for any flight beyond 50 nautical miles.
- i. **Weight & Balance.** RMFS recommends that prior to all flights, the Pilot should calculate the weight & balance of the aircraft. Weight and Balance calculations must be made for any flight with three or more persons on board or any flight where more than 100 lbs of baggage is being carried.
- j. **Fees at Other Airports.** The Pilot is responsible for paying all landing, tie-down, handling, and/or any other fees incurred enroute or at the Pilot's flight destination at the time they are incurred.
- k. **Unpaved Airport Landings.** Other than with prior permission, or while in training with a RMFS Certified Flight Instructor, or in the event of an emergency, the Pilot is **NOT ALLOWED** to conduct any "unpaved airport landings". "Unpaved Airport Landings" include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.

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- I. Flight Currency with RMFS.** It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, **RMFS may require a flight in each Class aircraft not flown in the past 90 days.** The Pilot may also be required to have a flight currency checkout with a RMFS Certified Flight Instructor at any point at our discretion.
- m. Pilot License & Medical Certificate.** RMFS requires the Pilot to maintain a copy of Pilot's current Pilot License and Medical Certificate on file with RMFS. RMFS also requires a copy of the Pilot's valid driver's license for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (*Original Birth Certificate or Valid Passport ONLY*) be **PROVIDED PRIOR TO ANY TRAINING** which might result in a Certificate and/or additional rating.
- n. Night Flights.** It is the Pilot's sole responsibility to comply with all FARs concerning night currency.
- o. Overnight Rental.** The Pilot understands that all overnight aircraft rental incurs a minimum of 2 hours charge per day after the first overnight stay.
- p. Operations.**

Init _____

- i. The Pilot will only rent aircraft in which Pilot has received a checkout and for which the Pilot's records at RMFS indicate such checkout. Pilots are encouraged to inspect their RMFS records periodically.
- ii. The Pilot will not conduct commercial operations including flight training or flight instruction in a RMFS aircraft.
- iii. **Pilot may only use aircraft for Pilot's personal use, flight training with a RMFS approved instructor, or incidental business purposes.**
- iv. The Pilot acting as PIC will fly from the left seat ONLY, unless that Pilot has a RMFS "Right Seat PIC Checkout" and is approved by the RMFS Chief Flight Instructor.
- v. The Pilot will not allow anyone else to fly the aircraft unless that pilot is also a current RMFS member. Including "Safety Pilots" used for instrument currency.
- vi. As a Student Pilot, carrying of passengers is strictly **PROHIBITED**. Student Pilots in the solo phase of instruction must have a current sign off from their instructor and observe all weather and wind limitations in the sign off.

Init _____

- q. Flight Instruction.** **ONLY RMFS Flight Instructors** are authorized to provide flight instruction in RMFS aircraft. This restriction applies equally to members giving or receiving instruction in an RMFS aircraft.
- r. Flight Instruction Time.** Determination of instruction time given is at the sole discretion of the RMFS Instructor. Instruction time begins at the scheduled time for the flight lesson unless prior arrangements have been made with the instructor.

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- s. Aircraft Rental/Keys.** RMFS reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for Pilot's scheduled time. The Pilot must provide 12 hours notice of cancellation of a scheduled rental time. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact RMFS rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is returned with the aircraft dispatch before leaving the premises. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.
- t. Aircraft Malfunctions.** If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or un-airworthy for continued flight the pilot will contact RMFS for instructions on having repairs made or if the aircraft can be abandoned. No aircraft will be abandoned without the authorization of the manager, chief flight instructor, or the owners of RMFS. If RMFS cannot be contacted and the repair is minor the Pilot may authorize repairs up to \$100.00. The pilot will pay for any such repair and be reimbursed when the paid repair invoice is presented when the aircraft is returned to BJC.

The following responsibilities for the aircraft and return transportation will apply:

- i. For training flights within a 100-mile radius of Rocky Mountain Metropolitan Airport (BJC) it will be the responsibility of RMFS to provide an aircraft and pilot to return the renter Pilot and/or Instructor to the Rocky Mountain Metropolitan Airport BJC. RMFS will be responsible for the return of the aircraft.
 - ii. For any rental flight not covered by paragraph (i) above the pilot is responsible for the arrangement and cost of transportation for any individuals on board the aircraft returning to BJC. RMFS is responsible for the return of the aircraft to BJC.
 - iii. RMFS will not be responsible for incidental travel or other expenses incurred by the Pilot. The Pilot will be responsible for charges incurred prior to the malfunction.
- u. Adverse Weather.** It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the Rocky Mountain Metropolitan Airport (BJC) airport, it is the Pilot's responsibility to remain with the aircraft until it is safe to return. RMFS is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's request, RMFS will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for the cost of aircraft and pilot time incurred by RMFS in returning the aircraft to the Rocky Mountain Metropolitan Airport (BJC), in addition to the rental charges for the aircraft. Pilots are responsible for hobbs time incurred in the event that a flight is terminated due to weather conditions prior to takeoff.

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- v. **Off-site Fuel Purchases.** For all local flight and single overnight cross-country flights RMFS aircraft are rented “wet”. The cost of fuel or oil purchased will be credited to your account when you present an original fuel receipt. Charts, tie-down fees, hangar fees, or any other charges will not be reimbursed. Copies will be made, and the original receipt returned for your records. For cross country flights of two days or more you may have the option of renting the aircraft at a “dry” rate. The dry rate is priced without fuel and will be at a lower hourly rental rate. The aircraft departs with full tanks and is returned with full tanks. During the flight, the renter will pay for all fuel and will not be reimbursed for the cost of fuel upon returning the aircraft. By renting the aircraft at the dry rate you may be able to lower the cost of your extended cross-country flight.

6. Maintenance.

Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to RMFS Staff. All squawks must be immediately reported and noted on an aircraft squawk sheet. Squawk sheets are located at the front desk or in the aircraft dispatch binder. Any maintenance related action required away from home base requires prior authorization from RMFS management. Telephone numbers are located in the aircraft binder.

7. Emergencies.

Pilot agrees to report all accidents, both major and minor immediately along with any names and addresses of witnesses and involved parties. Pilot will not allow the aircraft to be moved unless expressly authorized to do so by RMFS or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities, and RMFS, in accordance with NTSB requirements.

8. Governing Law.

This agreement shall be construed and enforced under the laws of the State of Colorado.

9. Entire Agreement.

This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein and constitutes the entire agreement of the parties.

10. Amendment.

This Agreement may be modified by written notice of RMFS to Pilot at Pilot's address provided herein. Such changes shall become effective as set forth in the notice or 15 days after mailing, whichever is later. Pilot may elect to terminate this agreement in writing if Pilot does not accept changed terms.

11. Certification.

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

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12. General Release

The undersigned customer, student, or renter pilot understands the inherent risk involved in aviation activities and freely chooses to incur said risk. In that regard, the undersigned hereby voluntarily releases Rocky Mountain Flight School, Inc., its officers, employees, directors, and agents from any and all claims, demands, rights and causes of action whatever kind and nature, arising from, and by reason of, any and all known, unforeseen, personal injuries that have been or that may have been sustained by said undersigned as a consequence of renting aircraft and/or facilities from Rocky Mountain Flight School, Inc., or its agents.

Date: ____/____/____

Rocky Mountain Flight School, Inc.

By: _____
(RMFS Representative)

Pilot/Student: _____
(Printed Name)

(Pilot/Student Signature)

Pilot/Student Phone Number: _____