

Rocky Mountain Flight School

AIRCRAFT RENTAL AGREEMENT

Pilot Information Cover Page (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	Dual: _____	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)

*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 recreational pilot, sport pilot, or private pilot certificate; instrument rating; or multi engine rating. **This must be done in person prior to the flight.**

US Government Issued Passport **OR** US Government Issued Photo ID **and** Original Birth Certificate

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This AIRCRAFT RENTAL 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."

WITNESS THAT:

This Agreement applies to all individuals utilizing Rocky Mountain Flight School (RMFS) aircraft, instruction, facilities, and services. It governs the use of RMFS aircraft and participation in training, rental, and other operational activities provided by RMFS.

1. Payment and Fees

- a. **Payment is due when services are rendered.** To maintain flight privileges and access, Pilot/Renters must keep a credit card on file with RMFS Merchant Services. RMFS accepts all major credit cards, as well as cash and checks.
- b. **Aircraft time is billed based on Hobbs time.** The Pilot/Renter must verify the current Hobbs/Tach time on the aircraft dispatch prior to engine start and report any discrepancies to RMFS staff before flight. Unreported discrepancies will be considered accurate, and the Pilot/Renter will be responsible for the recorded time.

The Pilot/Renter must record Hobbs/Tach time to the highest visible tenth.

If a functioning Hobbs meter is not available, flight time will be calculated using tach time. The highest cumulative tach time recorded for the flight will be multiplied by 1.2 and used as the billable flight time.

- c. **Unpaid Rental/Other Balances.** The Pilot/Renter authorizes RMFS to charge any unpaid rental or other balances to the credit card on file. Accounts must remain current to maintain flight privileges.

If a payment method is declined or a charge cannot be processed, the account will be immediately placed on hold. No further flights or instruction may be conducted.

Reservations will not be held with an outstanding balance. RMFS will make one attempt to notify the Pilot/Renter. If the balance is not resolved by the end of the same business day, all upcoming reservations will be canceled and released.

Accounts with repeated declined payments may be subject to additional requirements, including maintaining a positive account balance prior to scheduling and restrictions on advance bookings.

- d. **Past Due Account.** All past due accounts will incur a finance charge in the amount of 1.75% of the balance due per month (21% per annum).

All checks returned will incur a **service charge in the amount of \$35.00 per check** in addition to the cost of services rendered.

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Accounts past due for 90 days or more will be subject to collection actions, and the Pilot/Renter will be responsible for any admin fees, attorney fees, court fees, and other costs associated with such collection actions.

e. No-Show and Cancellations - Instruction

A deposit equivalent to one hour of the instructor rate is required for all first-time reservations and will be applied to the total cost of instruction.

A minimum of 24 hours' notice is required to cancel or reschedule an instruction reservation. Cancellations made with less than 24 hours' notice due to controllable circumstances may incur a fee equal to one hour of the scheduled instruction rate. No-shows will be charged the same amount.

Individual instructors may implement alternative cancellation policies by mutual agreement with the customer, provided the terms are communicated in advance. In the absence of such an agreement, the RMFS cancellation policy applies.

f. No-Show and Cancellations - Aircraft Rental

12–24 hours' notice should be provided to cancel an aircraft reservation. Excessive blocking of aircraft is subject to a \$25.00 per hour fee for the reserved time.

RMFS reserves the right to release an aircraft if the Pilot/Renter is more than 15 minutes late and may apply additional charges for late returns that impact operations.

g. Fuel Surcharge. Aircraft rental rates are based on prevailing fuel costs and are rented "wet." RMFS reserves the right to adjust rental rates or implement a fuel surcharge as fuel prices change. Any applicable surcharge will be posted and communicated through RMFS channels.

h. Off-Site Fuel and Airport Fees. Fuel purchased off-site will be credited to the Pilot/Renter's account at the posted reimbursement rate upon presentation of an original fuel receipt within 30 days. No cash refunds will be issued.

Tie-down fees, landing fees, hangar fees, and other associated charges will not be reimbursed. Original receipts will be returned to the Pilot/Renter for their records.

The fuel reimbursement rate will match the active fuel surcharge.

i. Rental Equipment/Keys. The Pilot/Renter must return the aircraft key with the aircraft dispatch before leaving the premises. A fee of \$25.00 will be charged for lost keys. Additionally, RMFS may charge for lost headsets or other borrowed equipment.

2. Insurance Policy Requirements

a. The Pilot/Renter is required to obtain an Aircraft Renters Insurance Policy from a reputable aviation insurance broker to use RMFS aircraft for training and rental purposes. While RMFS does not mandate a specific insurance provider, the following coverage is required:

Aircraft Damage (Hull) Insurance: Minimum coverage of \$10,000 is required for damage to the rented aircraft. For aircraft of higher value, RMFS may mandate increased coverage.

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While not required, it is strongly recommended to obtain liability coverage for bodily injury and property damage. This insurance protects against claims from third parties and potential damages beyond the aircraft itself.

- b. The Pilot/Renter is responsible for securing this insurance, paying any premiums and deductibles, and maintaining active coverage throughout the rental period with RMFS. A copy of the policy must be on file with Rocky Mountain Flight School, and the policy must remain active.
- c. **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(a) **Pilot Requirements** 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.

3. Liability

- a. **Aircraft Damage.** The Pilot/Renter agrees to cover the cost of any damage to the aircraft resulting from their negligence. It is the Pilot/Renter's sole responsibility to ensure the proper handling and operation of the aircraft and equipment during the rental period. This responsibility includes any damage incurred during pre-flight or post-flight inspections, as well as damage sustained while ground handling the aircraft or moving it in and out of any hangar rented by the Pilot/Renter.
- b. **Pilot/Renter's liability is NOT limited.** RMFS insurance may subrogate under the following conditions:
 - i. Willful misconduct or gross negligence by the Pilot/Renter
 - ii. Violating the Federal Aviation Regulations (FAR's)
 - iii. Use of a RMFS aircraft in illegal activities
 - iv. Receiving or conducting flight training without authorization from anyone other than an RMFS instructor.
 - v. Material breaches the terms of this agreement
 - vi. Using a RMFS aircraft for commercial operations
- c. **Additional Liability.** In addition to being responsible for damage to the rented aircraft, the Pilot/Renter may also be liable for additional third-party claims. This includes liability for passengers, individuals outside the aircraft, property damage (other than the aircraft), and loss of use of the aircraft. The Pilot/Renter may also be responsible for attorney fees arising in connection with the use of RMFS aircraft.
- d. **Hold Harmless.** The Pilot/Renter 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/Renter also agrees to be responsible for the payment of any damages caused to Pilot/Renter, 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/Renter's possession and use.
- e. **Lost or Stolen Property:** RMFS is not responsible for any loss or theft of personal property belonging to the Pilot/Renter or their passengers while on RMFS premises or in RMFS aircraft. The Pilot/Renter acknowledges and agrees that they are solely responsible for securing their personal belongings.

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4. Aircraft Handling

- a. **Pre-Flight Inspections.** The Pilot/Renter is responsible for complying with all Federal Aviation Regulations (FARs) and the aircraft manufacturer's guidelines for pre-flight procedures. Any damage, unairworthy conditions, or missing documents discovered during the pre-flight inspection must be reported to RMFS immediately, **prior to flight**. The Pilot/Renter must not accept the aircraft until they are satisfied with its airworthiness and functionality.
- b. **Post-Flight Inspections.** The Pilot/Renter must adhere to all FARs and manufacturer guidelines for post-flight procedures. Any damage found during the post-flight inspection must be reported to RMFS immediately and before leaving RMFS premises. Failure to report damage caused by the Pilot/Renter or during the Pilot's use of the aircraft will result in the termination of flying privileges with RMFS and potential collection actions for repair costs.
- c. **Damage and Maintenance.**
- i **Maintenance Reporting:** Any maintenance-related issues that could affect flight safety, as well as any Aircraft Squawks (issues or anomalies), must be reported immediately to RMFS staff. Squawk sheets are available at the front desk and online. For maintenance actions needed away from the home base, prior authorization from RMFS management is required.
 - ii **Aircraft Malfunctions.** If the aircraft experiences a malfunction making it unsafe or unairworthy, the Pilot/Renter must contact RMFS for instructions on repairs or abandonment. No aircraft may be abandoned without authorization from the RMFS owner.
 - iii **Repair Authorization:** All repairs must be authorized by RMFS. In case of emergencies, minor repairs up to \$100 may be approved by the Pilot/Renter but must be reported and documented. Unauthorized repairs may incur additional charges or result in the loss of rental privileges.
 - iv **Aircraft Liability.** In the event of an aircraft issue away from base, the Pilot/Renter must contact RMFS for guidance before taking further action. The Pilot/Renter is responsible for properly securing the aircraft at any off-base location prior to leaving it unattended. RMFS will determine and coordinate recovery of the aircraft as appropriate.
- Responsibility for costs associated with transportation, recovery, and aircraft return will be determined by RMFS based on the circumstances of the event, including whether the issue resulted from maintenance or pilot decision-making.
- d. **Master/Avionics Switches.** The Pilot/Renter must ensure that the aircraft master and avionics master switches are turned off after each flight. If recharging or a jump start is required due to non-compliance, the Pilot/Renter may be charged a fee equivalent to 1 hour shop rate.
- e. **Securing Aircraft.** The Pilot/Renter must secure the aircraft after each flight using all means provided by RMFS (chains, tie-down ropes, gust locks, throttle locks, etc.) or ensure adequate security if not parked on the RMFS ramp. A tie-down fee of \$10.00 may be charged for non-compliance, and the Pilot/Renter is responsible for any damage resulting from improper securing.
- f. **Cleanliness.** The Pilot/Renter must leave the aircraft interior clean after each flight. Food, drinks, and smoking are **strictly prohibited** in the aircraft, except for bottled beverages. A cleaning fee of \$15.00 may be charged for violations. Smoking on the ramp or within 50 feet of any aircraft and fueling equipment is also prohibited.

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5. Operational Policies and Limitations

a. Pilot Requirements

- i The Pilot/Renter may only rent aircraft for which they have received a checkout and are recorded as such at RMFS. Pilots are responsible for ensuring their RMFS records remain current.
- ii **Pilot Documents.** The Pilot/Renter must maintain current records in accordance with the checklist provided on the first page.

Proof of U.S. citizenship must be provided prior to flight training toward an initial FAA pilot certificate or rating (including recreational, sport, private, instrument, or multi-engine), in accordance with 49 CFR §1552.3.

- iii **Flight Currency with RMFS.** The Pilot/Renter must adhere to FAA regulations for flight currency. Additionally, to maintain currency with RMFS, you must have flown an RMFS aircraft within the past 90 days. For aircraft requiring minimum hours, you must have flown that specific type within the last 120 days. At RMFS discretion, a flight currency checkout with an RMFS Certified Flight Instructor may be required to reestablish your currency. Refer to posted checkout minimums.

b. Pilot Authority and Eligibility

- i **Personal Use only.** Pilot/Renters may use aircraft only for personal use, training with an RMFS instructor, or incidental business purposes. **Commercial operations, including flight training or instruction, are not authorized** in RMFS aircraft
- ii **Flight Instruction.** Only RMFS Flight Instructors are authorized to provide flight instruction in RMFS aircraft. Determination of instruction time is at the sole discretion of the RMFS Instructor and begins at the scheduled time for the flight lesson unless prior arrangements have been made.
- iii **Pilot in Command.** The Pilot in Command (PIC) must not allow any individual to manipulate the flight controls unless that individual is a current RMFS member and has completed the required checkout in the specific make and model aircraft.

This applies to all operations, including acting as a safety pilot. Any individual serving as a safety pilot must be fully qualified and checked out in the aircraft, as they may be required to assume control at any time. At RMFS, acting in any capacity that involves the potential to operate the aircraft is considered acting as PIC for operational purposes.

PIC must operate the aircraft from the left seat unless they have completed a Right Seat PIC Checkout approved by an RMFS Flight Instructor.

- iv **Student Pilots.** All student pilot reservations must be scheduled by an RMFS instructor. Operations must be conducted under the supervision of, or with a current endorsement from, an RMFS instructor. Solo flight privileges are granted only after approval by an RMFS instructor and must comply with all assigned limitations.

c. Flight Rules and Limitations

- i **Federal Aviation Regulations (FARs).** It is the Pilot/Renter's sole responsibility to comply with all Federal Aviation Regulations at all times.

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- ii **Weight & Balance.** RMFS recommends calculating the weight & balance before all flights. It is required for flights with three or more persons on board or when carrying more than 100 lbs of baggage.
- iii **Unpaved Airport Landings.** Except with prior permission or in an emergency, the Pilot/Renter is not permitted to land on unpaved surfaces and runways, including grass, turf, gravel, or other unstable surfaces.
- iv **Mountain Operations.** Before undertaking any mountain flight, Pilot/Renter must complete a mountain checkout with a qualified RMFS instructor. This involves a flight specifically for mountain checkout, followed by a signed and completed mountain checkout form from the instructor.

A mountain flight is defined as any flight west of the continental divide and/or over terrain at/above 10,000'.

Cessna 152 aircraft are not permitted west of Boulder, CO without prior approval from the Assistant Chief Pilot or Chief Pilot.

6. **Pilot Decision and Responsibility.** The Pilot/Renter is responsible for all operational decisions made during the course of the flight, including but not limited to weather evaluation, route planning, fuel management, and go/no-go determinations. The Pilot/Renter is responsible for the safe and timely return of the aircraft to RMFS.

RMFS is not responsible for incidental travel expenses or other costs incurred by the Pilot/Renter or passengers.

If the Pilot/Renter is unable or fails to return the aircraft and RMFS assumes responsibility for recovery, the Pilot/Renter will be liable for all associated costs, including aircraft time, pilot time, and any related expenses incurred for the duration of the recovery, in addition to standard rental charges.

7. **Aircraft Scheduling and Availability.** Aircraft reservations are honored based on scheduled booking time, except as required for maintenance, inspections, or practical tests, all of which take priority over existing reservations.

When practical, RMFS may reassign reservations to a similar aircraft; substitution is not guaranteed. If no reasonable substitution is available, the reservation may be modified or canceled at RMFS discretion, with alternative options offered when available.

- a. **Extended use.** Any rental that spans more than one calendar day is subject to a minimum usage charge of **3 hours per day**.

Example: Monday to Wednesday = 3 days = 9-hour minimum

Use of a single aircraft for extended periods is limited to a maximum of 14 consecutive days within any rolling 30-day period.

Aircraft designated as Extended Use (**EU**) are recommended for longer trips to reduce the likelihood of interruption. EU designation is assigned based on operational needs and does not guarantee availability. EU aircraft are exempt from the 14-day extended use duration limitation; however, the minimum usage charge of 3 hours per day still applies.

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

9. Pilot Conduct and Enforcement

- a. Pilots/Renters are expected to conduct themselves in a safe, professional, and respectful manner while operating RMFS aircraft and interacting with staff and other customers.
- b. **Flight Suspension.** RMFS reserves the right to suspend or terminate flight privileges at its sole discretion. The Pilot/Renter may be required to meet with the owner or a designated instructor to discuss the situation before a final decision is made. Reasons for suspension may include, but are not limited to:
 - i **Safety Concerns:** Any behavior or actions that pose a risk to the safety of the Pilot/Renter, aircraft, or other individuals.
 - ii **Unacceptable Conduct:** Any conduct deemed unacceptable, disruptive, or dangerous by RMFS staff.
 - iii **Violation of Policies:** Any violation of RMFS policies or procedures.
- c. **Permanent Bans.** RMFS reserves the right to issue a permanent ban to any Pilot/Renter whose conduct is deemed unacceptable or poses a significant risk to safety or operations. Once banned, the individual is prohibited from accessing RMFS premises, facilities, and aircraft indefinitely. If a banned individual is found on RMFS property, RMFS may take legal action, including involving law enforcement and seeking a restraining order. The individual may face civil penalties, damages, and related costs.

10. Legal Terms

- a. **Governing Law.** This agreement shall be construed and enforced under the laws of the State of Colorado.
- b. **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.
- c. **Amendment.** RMFS may update this Agreement and any related policies, procedures, or operational requirements at any time. Notice may be provided by email or other RMFS communication channels. The Pilot/Renter is responsible for maintaining a current email address and reviewing RMFS communications. Continued use of RMFS aircraft constitutes acceptance of any updates.
- d. **Certification.** Pilot certifies that all information supplied to RMFS is true and correct.
- e. **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.

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11. Acknowledgement

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

Pilot/Student: _____
(Signature)

Date: ____/____/____

Pilot/Student: _____
(Printed)

By: _____
(RMFS Representative)

Date: ____/____/____