



PILOT RISE  
LLC

## Aircraft Rental and Use Agreement

Version 5

Welcome to Pilot Rise, LLC! This Rental Agreement is between the signee (“Client” or “Pilot” or “You” or “RELEASOR”) and Pilot Rise, LLC (“Operator” or “Pilot Rise” or “RELEASEE” or “We”) regarding the use of aircraft owned by or operated by Pilot Rise, LLC

### Aircraft Policies

#### **Insurance:**

While flying Pilot Rise, LLC aircraft, the Client has limited liability coverage (up to \$100,000). The aircraft has physical damage coverage, but Pilot Rise, LLC is the named insured and the insurer may choose to seek reimbursement from a client whose actions cause damage to the aircraft. All Clients are required to cover the insurance deductible of \$1,000.

#### **Renter Insurance:**

Any person who acts as the Pilot in Command (“PIC”) per CRF 14 is required to provide Pilot Rise, LLC with a renter insurance policy. The policy must have at least \$25,000 physical damage coverage for all aircraft except for Cessna 150s. The policy must have a least \$20,000 physical damage coverage when acting as PIC in the Operator’s Cessna 150s. Renter insurance is available through AOPA, Avemco, and other providers. Pilot Rise, LLC strongly recommends that all clients purchase renter insurance for their protection.

#### **Aircraft Checkouts:**

Before any Client may act as the PIC for any Pilot Rise, LLC aircraft, the Client must receive a checkout. A checkout flight is required for each aircraft type. Checkouts must be conducted by a Pilot Rise, LLC instructor, and the checkout flight must be approved by Pilot Rise, LLC management. If a Pilot holds an instrument rating and wishes to have instrument privileges, an instrument checkout must be completed. A VFR checkout will be conducted with standards twice as strict as Private Pilot ACS Standards. An IFR checkout will be conducted with standards twice as strict as the Instrument ACS standards.

**Pilot Currency:**

Clients acting as the PIC must log three takeoffs & landings in a 90-day period to be considered current in a single-engine airplane. In the event currency is not maintained a Pilot Rise, LLC proficiency check will be required. A proficiency check consists of three takeoff & landings with a Pilot Rise, LLC instructor. If the instructor finds the landings to not meet twice as strict Private Pilot ACS standards, then the instructor may continue to complete a full checkout per their discretion.

**Photo ID:**

ALL Clients are required to carry a USA Government-issued Photo ID that has not expired during any flight in the Operator's aircraft.

**US Citizens:**

All Clients must be USA Citizens, and they must provide proof via a passport or original birth certificate in accordance with TSA regulations to their instructor. Any special exceptions may only be allowed via written approval from Pilot Rise, LLC management.

**Medical and Flight Reviews:**

All Clients acting as PIC are required to maintain current & valid pilot and medical certificates, Flight Reviews, and Instrument Proficiency Checks (if applicable) while renting the Operator's aircraft.

**Aircraft & Instructor Scheduling:**

The Client may schedule aircraft rental & instruction via any approved Pilot Rise, LLC instructor. Any Client who is approved to act as the PIC for an aircraft may schedule aircraft directly on FlightCircle.com. Any flight beyond 25 nautical miles must provide the route of airports in the scheduling system.

**Aircraft Rental Minimums:**

Hourly rental minimums apply to all scheduled flights. For reservations greater than 8 hours, the rental minimum is 3 hours per any 24-hour period.

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twice as strict as Private Pilot ACS Standards. An IFR checkout will be conducted with standards twice as strict as the Instrument ACS standards.

**Passenger Rules:**

Each Client acting as PIC must ensure their passengers have completed the Pilot Rise, LLC waiver: <https://pilotrise.com/sign-waiver/> All Clients are responsible for their own passengers. If a passenger causes damage or steals items, the Client will be responsible to pay for damages.

**Operating Handbooks:**

Each Client must follow the operating handbook for each aircraft.

**Checklists:**

Each Client must follow the quick checklist provided by the operator for each aircraft unless there is a conflict with the operating handbook. The operating handbook takes precedence.

**Paperwork:**

The Client must agree to the aircraft rental agreement prior to using any Pilot Rise, LLC aircraft. The Client allows Pilot Rise, LLC to keep a copy of their unexpired Driver's License, a Credit Card, Pilot Certificate, Passport, Birth Certificate, Medical Certificate, and/or any other required paperwork on file. Pilot Rise, LLC agrees to not ever sell or trade any personal information for any Client to any 3rd party without the consent of the Client.

**Regulations:**

The Client must follow FAA Regulations and all other relative regulations.

**Keys:**

Clients acting as PIC must never take the hangar key from the property, and the Client must also return the aircraft keys after each flight. Failing to do so may result in a fee.

**Towing:**

Each Client may remove the aircraft from the hangar if they are at least a Private Pilot. No Client may not push the aircraft back in without supervision from a Pilot Rise, LLC flight instructor or administrator. If an administrator is not available, the Client must park the aircraft in the tie-down area OR parking area at Hicks Airport.

**Securing:**

The Client must ensure each aircraft is secure before leaving the aircraft. This includes visiting other airports. The Client must chock the aircraft, lock the flight controls, put up window shades, lock the doors, and take the keys.

**Stolen Items:**

The Operator is not responsible for any stolen, lost, or misplaced items by the Client.

**Damages:**

The Client is responsible for finding damages on the aircraft before each flight and reporting them to the Operator. The Client is responsible for any damage caused which is not by natural causes which were not preventable by due diligence. When with an instructor and the instructor causes damages to the aircraft, then the instructor would be responsible for the damages.

**Pilot Documents:**

Each Client must ensure they have all their pilot documents including a valid medical, pilot certificate, photo ID, and any applicable endorsements applicable for their flight or operation.

**Alcohol and Drugs:**

The Client or any occupants may not fly under the influence of alcohol or any drugs and must follow all FAA regulations. They also may not take any drugs or alcohol on the flight. All passengers must be sober for their own safety. The Client must wait at least 8 hours to fly after consumption of any alcohol.

**For Hire Operations:**

The Client may not conduct any for-hire operations without prior approval from Pilot Rise, LLC.

**Flight Instruction Flights:**

No Client may receive or give flight instruction during any flight in Pilot Rise, LLC aircraft unless the instructor is approved by Pilot Rise, LLC.

**Weather:**

VFR checked out Clients may not fly in lower than 2500 foot ceilings and less than 5 miles of visibility without prior approval from the Operator or a Pilot Rise, LLC instructor. VFR checked out Clients may fly in as low as 1500 foot ceilings and 3 miles of visibility if staying in the traffic pattern.

IFR checked out Clients may fly into weather at their discretion and judgment.

Client's may not ever fly into known icing or thunderstorms.

**Damaging Weather:**

If damaging weather, such as hail, is forecast and you learn about it, please contact Pilot Rise, LLC to warn us immediately. We will move our planes away from harm's way so everyone can keep using them.

**Trash:**

The Client must remove trash from the aircraft after their flight.

**Oil:**

If any oil was used, the Client must report the oil usage on the oil usage form.

**Cleaning:**

Clients and instructors are encouraged to use the cleaning supplies on hand to clean the windshield and leading edges of the aircraft after each flight.

**Instructor Limitations:**

No CFI may act as an instructor unless approved by Pilot Rise, LLC!

**Usage Limitations:**

Aircraft may not be used for the following:

- Aerobatic Flight
- Spins
- Anything not allowed by the operating limitations of the aircraft
- Illegal Activity
- To carry passengers or property for compensation or hire.
- Flight below 1000 feet AGL except for landing or when a Pilot Rise, LLC instructor is onboard and acting PIC.
- In any race or speed contests
- Be flown by any person who is not approved by Pilot Rise, LLC
- Outside the limits of the Continental United States.
- In weather worse than the minimums provided by the Operator.
- For any flight for which the Renter is not properly rated or certified.
- Further than 75 nautical miles from Hicks Airport (T67) without prior approval from Pilot Rise, LLC management.
- Will not land on any non-paved surfaces except during an emergency or with a Pilot Rise, LLC instructor approved for non-paved surfaces.

**Preflight:**

If the Client is acting as PIC, the Client will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's recommended pre-takeoff, cruise, and pre-landing checklists. If an approved instructor is acting as the pilot in command, the instructor takes on this responsibility.

# Billing

## **Payment Due:**

Client payments are due to the Operator upon receipt for each lesson or flight.

## **Payment Methods:**

Clients may pay with an accepted credit or debit card. Cards have a 2.9% surcharge.

Clients may pay with cash.

Clients may pay with Venmo (this is preferred).

## **Chargebacks & Refunds:**

Chargebacks and refunds are not allowed. The Client will be billed your regular bill and for the operator's time for dealing with chargebacks.

## **Cards on File:**

The Client agrees to authorize Pilot Rise, LLC to keep a payment card on file and charge the card for applicable fees and rental charges. The security is PCI compliant.

## **Account Balances:**

Clients are encouraged to keep an account balance of at least \$1,500.00 on account. Clients with an account balance of \$1,500.00 or more will have reduced aircraft rates while clients with a balance less than \$1,500.00 will have to pay an increased rate for aircraft.

Pilot Rise, LLC is obligated to provide refunds for money on account. However, we may reduce the amount by the amount of any fees. If pulling money from account before completing the certificate you are training for, there is an early termination fee.

## **Charges:**

The Operator may charge the client for:

- Aircraft rental at the Operator's rental rates. The rates are subject to change, but the Operator will provide notice of price change before your flight if the rental rates have changed.
- Instructor fees. Each instructor sets their own rate, and the operator will collect their fee. Instructor charges begin at the start of the lesson or the scheduled lesson time (whichever comes first), and end when the lesson ends. The instructor may charge less if they choose to.
- Any damages caused by the Client not limited to just the aircraft.
- Any legal fees due to the Client.

- Any landing fees, ramp fees, or any other fees at any airport due to the usage of the aircraft by the Client.
- Any fees charged by the Operator for not following a policy or compromising safety.
- Early termination fee for ending training prior to completing your certificate.

## Scheduling

### **Cancellation Policy:**

Flights and lessons canceled without 24 hours of the lesson may be subject to a \$50 fee. This is usually waived if it was canceled due to weather or maintenance. If the reason was due to weather, and the weather was forecast to be poor, the Client may still be subject to the cancellation fee due to poor planning unless the flight was with an instructor.

### **No Show Policy:**

If the Client does not show up to a flight or lesson or fail to cancel at least one hour in advance, they may be subject to a \$100 no-show fee. This is because other people waiting on the schedule could not take your place.

### **Canceling a Flight:**

If the Client needs to cancel a flight or lesson, they must call and leave a voicemail with their instructor or Pilot Rise, LLC. Texting is also acceptable as long as a Pilot Rise admin acknowledges prior to your scheduled time.

### **Scheduling as a Renter:**

If the Client is checked out for a flight, they may schedule at your discretion at FlightCircle.com. If the Client wishes to schedule a flight longer than one day, they must call or text Pilot Rise to schedule.

### **Scheduling as a Student:**

If the Client is scheduling with an instructor, they must schedule with that instructor to make sure they are available.

### **Altering Schedules:**

If the Client alters a scheduled flight within 24 hours it MAY be considered a cancellation.

### **Check-Out:**

Before departing, Clients must checkout their flight on FlightCircle. This is the instructor's responsibility if it is an instruction flight. The Client must also take a picture of the Hobbs and Tach times.

**Check-In:**

Before leaving the aircraft on arrival, the Client must check-in the aircraft. The Client must also take a picture of the Hobbs and Tach times.

**Fuel Receipts:**

To get reimbursed for fuel, the Client must email or text a picture of your fuel receipts to Pilot Rise, LLC immediately after a flight. If the Client failed to obtain a receipt, then they may provide a bank statement to Pilot Rise, LLC as long as the fuel charge has cleared.

## Building

**Security:**

The main building is under 24/7 surveillance on a normal day.

**Damages:**

Damaging or stealing from the building may result in a fee or prosecution as necessary.

**Locks:**

When using the lockbox, the Client must be sure to immediately return the hangar key once opening the hangar door. There may be others who will need to enter after. When leaving, even if there is someone inside the hangar, the Client must lock up the main hangar doors and entrance door. Please turn off the lights only if no one else is inside the hangar.

**Access Codes:**

Clients approved to act as the PIC for an aircraft will receive an access code from the Operator to access the lockbox for hangar entrance and aircraft keys. The Client may not share their access code. The operator reserves the right to remove access at any time for any reason.

**Limited Access:**

Clients are allowed access to use the restroom, upstairs simulator, study books, whiteboards, upstairs table, downstairs table, aircraft supplies on the quick access shelf, and water. Other areas and items are off-limits. The operator reserves the right to remove access at any time for any reason.

**Smoking:**

Smoking is prohibited in or around the building or ANY aircraft.

## Transient Policies

**Maximum Distance:**

Each flight MUST remain within 75 nautical miles of Hicks Airport (T67) except with prior approval from management. Flights that are approved for further than 75 nautical miles from Hicks Airport must file and open a flight plan.

**Weather:**

The Client may not attempt to fly in weather that could present a danger to the aircraft or occupants.

**Mechanical:**

At Pilot Rise, LLC, we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional breakdown may occur while away from our facility.

In the case of a mechanic malfunction or issue away:

- Report to Pilot Rise, LLC and your instructor immediately
- Do not authorize any repairs without approval from Pilot Rise, LLC.
- Pilot Rise, LLC will reimburse you for any repairs if they were authorized.

**Stranded Away from Home Base:**

Although rare, it is possible to become stuck at an airport away from home. This can happen due to many reasons such as, but not limited to:

- Bad / Low Weather
- Unforeseen mechanical issues
- Light bulb burning out
- Airport out of fuel
- Airport closures
- TFRs
- Popped tire

When planning your trips, be sure to have a backup plan in mind.

Pilot Rise, LLC will cover any maintenance costs if it was due to natural causes. If the maintenance issues were due to Client negligence, improper operating, or damages, then the Client will be responsible for any maintenance costs. If any maintenance issue comes up and the Client was not complying with any portion of this agreement, then the Client may be responsible for maintenance expenses. Pilot Rise, LLC is not responsible to pay for any hotels, travel expenses, airline fares, rental cars, meals, etc in association with maintenance issues,

weather issues, or any other reasons which could result in becoming stranded away from the home airport.

In the case of being stranded (other than off-field emergencies or accidents) then these are the options:

1. If you are a flight student or building time and flying with an instructor, contact your instructor. Management may not even be in town to assist. Before any flight, make sure to have a plan with a friend, family, or your CFI. Whatever plan you have, you may be responsible for paying for the aircraft to get returned. If it is an easy fix, it is probably best to stay with the aircraft to fly it home. However, we recommend making a plan with your CFI to have them fly it home if something happens where you are stranded.
2. Wait with the plane until it is repaired or the weather clears up. (Note: Mechanics do not work on weekends typically).
3. Return home via airlines, friend picking you up, ferry permit with the aircraft.

There are very few times when we will be able to pick you up by car or aircraft, and we will need to be reimbursed for any expenses incurred to pick you up, so be sure to coordinate with friends, family, and your CFI.

Any regular fees from Pilot Rise, LLC associated with the flight may be charged.

If you leave the aircraft, you will be responsible to pay the regular rate for the aircraft to be returned. You will also be responsible for the travel expenses and cost of the pilot (pilot rate limited to \$30 / hour). If you retrieve the plane, then there will be no expenses for travel and pilot. You will still be responsible to pay the hourly rate of the aircraft to return it to your home base even if you choose to not fly it.

If you fly further than 75 nautical miles, you may be responsible for the mechanic's expenses to travel to the aircraft. We will try to find a mechanic within the vicinity of the stranded airport to avoid this extra cost.

## **LIABILITY WAIVER**

**Releasor** is seeking permission to participate in flight related activities. Releasor 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. Releasor voluntarily chooses to participate with full knowledge of these risks and hazards.

**RELEASE/WAIVER:** In consideration of the above named Releasor being permitted to participate as described above, Releasor, for himself/herself and his/her personal representatives, heirs and next of kin, hereby convenience not to sue, releases waives and discharges releasees, from all liability to the Releasor, his or her personal representatives, assign, heirs, and next of kin, for all loss of damage, and from every claim, demand, action or right of action, of whatsoever kind of nature either in law or in equity, on account of injury to the person or property of: or resulting in death of the Releasor, whether caused by the negligence of the releasees or otherwise while the Releasor is for any reason participating in activities described above.

**INDEMNITY:** Releasor agrees to indemnify the Releasee of any loss, liability, damage or cost Releasor may incur due to the participation of the Releasee in flight related activities, flight training, or aircraft rental, whether caused by the negligence of Releasee or otherwise.

Releasor expressly agrees that this release, waiver, and indemnity agreement 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.

This release contains the entire agreement between the Releasor and the Releasee and the terms of this agreement are contractual and not a mere recital.

Releasor has carefully read this agreement, fully understands its contents, is aware that this is a release of liability and a contract between the parties hereto, and has signed at his/her own free will.

## **Addition Legal Information**

### **Other Policies:**

The Client agrees to follow all other policies set forth by the operator even if they are not mentioned in this agreement. The policies may be shown on the operator's website, be distributed via email, or be distributed via a new agreement.

### **Signature:**

The Client agrees to this entire agreement by signing this agreement heron or completing this agreement electronically.

### **Assignment:**

This Agreement may not be transferred or assigned by either party without the prior written approval signed by the other party.

**Governing Law:**

This Agreement is a contract executed under and to be constructed under the laws of the State of Texas.

**Waiver:**

Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

**Attorney Fees:**

Renter agrees to reimburse the Operator in the event suit is instituted by the Operator to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney's fees incurred by the Operator in such suit or suits.

**Severability:**

The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

**Paragraph Headings:**

The headings to the paragraphs to this Agreement are solely for the convenience and have no substantive effect on the Agreement nor are they to aid the interpretation of the Agreement.

**Entire Agreement:**

This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS, RESTRICTIONS AND REQUIREMENTS OF THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.