**Aircraft​ ​Rental​ ​Agreement**

In​ ​consideration​ ​of​ ​the​ ​rental​ ​fees​ ​paid​ ​and​ ​the​ ​covenants​ ​contained​ ​herein,​ ​John or Leslie Caubble/Fly Maui, LLC, hereinafter​ ​referred​ ​to​ ​as​ ​the​ ​“Operator,”​ ​hereby​ ​leases​ ​to​ ​the​ ​“Renter”​ ​the​ ​designated​ ​aircraft hereinafter​ ​referred​ ​to​ ​as​ ​the​ ​“aircraft.”

A. Renter​ ​acknowledges​ ​and​ ​agrees​ ​that​ ​the​ ​aircraft​ ​is​ ​the​ ​property​ ​of​ ​the

​​​​​​​​​​​​​Operator.

1. Renter​ ​acknowledges​ ​that​ ​he/she​ ​has​ ​inspected​ ​the​ ​aircraft​ ​and​ ​has​ ​found​ ​it​ ​to​ ​be  
   in​ ​good​ ​mechanical​ ​condition​ ​and​ ​airworthy.  
   Renter​ ​agrees​ ​to​ ​return​ ​the​ ​aircraft​ ​at​ ​the​ ​scheduled​ ​time,​ ​weather​ ​permitting,​ ​in​ ​the same​ ​condition​ ​as​ ​when​ ​started.  
   Renter​ ​agrees​ ​to​ ​properly​ ​secure​ ​the​ ​aircraft​ ​after​ ​each​ ​flight.

B. Renter​ ​expressly​ ​acknowledges​ ​personal​ ​liability​ ​to​ ​pay​ ​Operator​ ​on​ ​demand: (1)​ ​​​​​Service​ ​and​ ​time​ ​charges​ ​computed​ ​at​ ​the​ ​applicable​ ​posted​ ​rates​ ​until​ ​said ​​​​​​​​​​​​​​​​aircraft​ ​is​ ​returned​ ​to​ ​the​ ​Operator.

* 1. Any​ ​loss​ ​or​ ​damage​ ​to​ ​the​ ​aircraft,​ ​its​ ​components,​ ​parts​ ​or​ ​equipment​ ​during the​ ​rental​ ​period. The​ ​amount​ ​of​ ​any​ ​parking,​ ​tie-down,​ ​or​ ​hangar​ ​charges​ ​until​ ​the​ ​aircraft​ ​is returned​ ​to​ ​the​ ​Operator.

C. Renter​ ​agrees​ ​not​ ​to​ ​tamper​ ​with,​ ​molest,​ ​or​ ​attempt​ ​to​ ​repair​ ​any​ ​parts​ ​of​ ​the aircraft​ ​or​ ​its​ ​accessories,​ ​but​ ​will​ ​telephone​ ​the​ ​Operator​ ​for​ ​instructions upon​ ​encountering​ ​mechanical​ ​malfunctions.

D. If​ ​the​ ​aircraft​ ​is​ ​abandoned​ ​away​ ​from​ ​the​ ​home​ ​base​ ​airport,​ ​the​ ​Renter​ ​will​ ​be charged​ ​pilot​ ​expenses​ ​plus​ ​flight​ ​time​ ​at​ ​dual​ ​rates​ ​to​ ​return​ ​the​ ​aircraft​ ​to​ ​home base.

E. Renter​ ​agrees​ ​to​ ​report​ ​any​ ​aircraft​ ​damage,​ ​accident​ ​or​ ​incident​ ​to​ ​the​ ​Operator as​ ​soon​ ​as​ ​possible.

* Renter​ ​will​ ​NOT​ ​authorize​ ​any​ ​repairs​ ​to​ ​be​ ​made​ ​to​ ​the​ ​aircraft​ ​without​ ​prior approval​ ​from​ ​the​ ​Operator.​ ​Failure​ ​to​ ​do​ ​so​ ​could​ ​result​ ​in​ ​the​ ​Renter​ ​being​ ​responsible​ ​for​ ​a portion​ ​or​ ​all​ ​of​ ​the​ ​bill.
* The​ ​operator​ ​will​ ​not​ ​reimburse​ ​the​ ​Renter​ ​for​ ​any​ ​overtime​ ​charges, call-out​ ​fees,​ ​or​ ​any​ ​other​ ​after​ ​hours​ ​charges​ ​made​ ​by​ ​the​ ​maintenance​ ​facility.
* Other​ ​expenses​ ​incurred​ ​by​ ​the​ ​Renter​ ​as​ ​a​ ​result​ ​of​ ​a​ ​mechanical​ ​delay​ ​such​ ​as rental​ ​cars,​ ​hotel​ ​rooms,​ ​meals,​ ​airline​ ​fare,​ ​etc.​ ​will​ ​not​ ​be​ ​reimbursed.
* The​ ​Operator​ ​will​ ​reimburse​ ​the​ ​Renter​ ​for​ ​fuel​ ​purchased,​ ​provided​ ​that​ ​the Renter​ ​presents​ ​a​ ​fuel​ ​receipt​ ​from​ ​the​ ​place​ ​of​ ​purchase​ ​that​ ​shows​ ​the​ ​number​ ​of​ ​gallons,​ ​and price​ ​purchased.
* All​ ​repairs​ ​and​ ​fueling​ ​will​ ​be​ ​made​ ​by​ ​properly​ ​licensed​ ​facilities​ ​and​ ​personnel.

F. Renter​ ​agrees​ ​that​ ​rented​ ​aircraft​ ​shall​ ​not​ ​be​ ​used​ ​or​ ​operated:

* ​​​​​For​ ​any​ ​illegal​ ​purposes.
* ​​​​​In​ ​any​ ​race,​ ​speed​ ​test,​ ​or​ ​contest.
* By​ ​any​ ​person​ ​other​ ​than​ ​the​ ​Renter​ ​who​ ​signed​ ​the​ ​agreement.
* Outside​ ​the​ ​limits​ ​of​ ​the​ ​Continental​ ​United​ ​States.
* To​ ​carry​ ​passengers​ ​or​ ​property​ ​for​ ​compensation​ ​or​ ​hire.
* For​ ​any​ ​flight​ ​for​ ​which​ ​the​ ​Renter​ ​is​ ​not​ ​properly​ ​rated​ ​or​ ​certified.

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G. 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.

H. Renter,​ ​by​ ​affixing​ ​his​ ​signature​ ​hereon,​ ​does​ ​agree​ ​to​ ​follow​ ​the​ ​following​ ​flight operations​ ​safety​ ​rules,​ ​emergency​ ​maintenance​ ​procedures​ ​and​ ​insurance provisions.

**FLIGHT**​ ​**OPERATIONS**​ ​**SAFETY**​ ​**RULES**

**Pilot**​ ​**Certificate**​​ ​–​ ​Renter​ ​must​ ​hold​ ​a​ ​valid​ ​and​ ​current​ ​pilot​ ​certificate​ ​with appropriate​ ​ratings.​ ​The​ ​person​ ​named​ ​on​ ​the​ ​rental​ ​contract​ ​shall​ ​be​ ​the​ ​pilot​ ​in command.​ ​The​ ​Renter​ ​will​ ​fly​ ​the​ ​aircraft​ ​from​ ​the​ ​left​ ​seat​ ​and​ ​he/she​ ​will​ ​be responsible​ ​for​ ​the​ ​aircraft​ ​and​ ​its​ ​operation​ ​at​ ​all​ ​times. A right seat checkout is required to be conducted by Chief CFI.

**Currency**​​ ​–​ ​Renter​ ​must​ ​possess​ ​evidence​ ​of​ ​a​ ​current​ ​biennial​ ​flight​ ​review,  
medical​ ​certificate,​ ​and​ ​aircraft​ ​checkout​ ​by​ ​a​ ​Certified​ ​Flight​ ​Instructor​ ​designated​ ​by the​ ​Operator.

**Preflight**​​ ​–​ ​Renter​ ​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.

**Weather**​​ ​–​ ​Renter​ ​shall​ ​plan​ ​to​ ​operate​ ​the​ ​aircraft​ ​only​ ​when​ ​the​ ​present​ ​and forecasted​ ​weather​ ​indicates​ ​VFR​ ​conditions​ ​local​ ​and​ ​en​ ​route​ ​(ceiling​ ​of​ ​at​ ​least 3,000​ ​feet​ ​and​ ​visibility​ ​5​ ​miles​ ​or​ ​greater)​ ​unless​ ​Renter​ ​is​ ​instrument​ ​rated, current​ ​for​ ​IFR​ ​and​ ​specifically​ ​approved​ ​by​ ​the​ ​Operator​ ​for​ ​IFR​ ​flight.

**Take-off**​ ​**and**​ ​**landing**​ ​**area**​​ ​–​ ​No​ ​take-off​ ​or​ ​landing​ ​shall​ ​be​ ​made​ ​on​ ​any​ ​area other​ ​than​ ​the​ ​runways​ ​of​ ​an​ ​airport​ ​designed,​ ​constructed,​ ​maintained,​ ​and​ ​used as​ ​an​ ​airport​ ​with​ ​PAVED​ ​runways​ ​of​ ​no​ ​less​ ​than​ ​2,000​ ​feet.

**Honolulu**​ ​**(HNL)**​ ​**Class**​ ​**B**​ ​**Airspace**​​ ​-​ ​Renter​ ​will​ ​NOT​ ​fly​ ​the​ ​aircraft​ ​into​ ​the​ ​HNL Class​ ​B​ ​Airspace​ ​without​ ​specific​ ​approval​ ​by​ ​the​ ​Operator.

**Physical**​ ​**conditions**​​ ​–​ ​Renter​ ​shall​ ​not​ ​operate​ ​the​ ​aircraft​ ​for​ ​a​ ​period​ ​of​ ​at​ ​least 12​ ​hours​ ​after​ ​using​ ​intoxicating​ ​substances​ ​such​ ​as​ ​liquor,​ ​tranquilizers,​ ​and sleeping​ ​aids.

**Safe altitudes –** Renter shall not operate the aircraft lower than 500 ft AGL, INCLUDING OVER OPEN WATER, except when necessary for takeoff and landing.

The​ ​Renter​ ​has​ ​received,​ ​reviewed,​ ​understands​ ​and​ ​will​ ​comply​ ​with​ ​all ​​​​​​​​​​​​​​​​​​​​​​​​Operating​ ​Procedures​ ​of​ ​the​ ​Operator

The​ ​Renter​ ​will​ ​comply​ ​with​ ​all​ ​local,​ ​state​ ​and​ ​federal​ ​regulations.

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**NOTICE**​ ​**OF**​ ​**INSURANCE**​ ​**COVERAGE**

As​ ​a​ ​Renter​ ​of​ ​an​ ​aircraft,​ ​the​ ​undersigned​ ​Operator​ ​hereby​ ​provides​ ​notice​ ​that:

The​ ​owner​ ​has​ ​insurance​ ​primarily​ ​for​ ​the​ ​benefit​ ​of​ ​John or Leslie Caubble,​ ​Fly Maui, LLC, it’s​ ​Owners​ ​and​ ​Employees. You,​ ​THE​ ​RENTER​ ​WILL​ ​BE​ ​HELD​ ​RESPONSIBLE​ ​FOR​ ​NOT​ ​ONLY​ ​THE​ ​OWNER’S DEDUCTIBLE,​ ​BUT​ ​FOR​ ​ALL​ ​DAMAGE​ ​AND​ ​LIABILITY​ ​WHICH​ ​WAS​ ​CAUSED​ ​IN PART​ ​OR​ ​IN​ ​FULL​ ​BY​ ​THE​ ​RENTER’S​ ​NEGLIGENCE.​ ​​​We​ ​require ​Non-owned/Renter’s​ ​Insurance​ ​Coverage.

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

**Signed: Date:**

**Renter**

**Witness: Date:**

*08/01/2021*