

# Ayers Aviation LLC

2350 Airport Drive  
Gainesville, Tx 76240  
(940) 782-8062

## **Aircraft Rental Policies and Procedures (as of 11-18-2022)**

This Aircraft Rental and Procedures Agreement (Agreement) is entered into by (Renter) (first name, middle initial, last name) \_\_\_\_\_ and Ayers Aviation LLC, 2350 Airport Drive, Gainesville, Tx 76240, with respect to the policies and procedures related to the rental of Ayers Aviation-managed aircraft.

1. **STANDARD CHECKOUT:** Each Renter must receive a standard aircraft checkout by an Ayers Aviation-approved instructor in the make and model of aircraft they wish to rent. A standard aircraft checkout will consist of a 1.0-hour ground review on aircraft systems, limitations, weight and balance calculations, and aircraft performance charts, and a flight of at least 1.0-hour duration in the make and model. The duration of the standard aircraft checkout may be increased or decreased at the discretion of the Ayers Aviation Instructor. The Renter will also be required to meet the Practical Test Standard tasks and operations, as chosen by the Ayers Aviation instructor, for the pilot certificate and ratings then held by the renter. If the Renter is unable to demonstrate the required level of proficiency for his or her pilot certificate and ratings held, the Renter will not engage in solo or passenger-carrying operations until he or she receives additional dual instruction and achieves the required proficiency. Renters are required to meet all flight review, IFR currency (if applicable), and passenger carrying currency requirements as determined by the FAA prior to conducting any solo or passenger carrying operations.

2. **NIGHT OPERATIONS:** In order to operate an Ayers Aviation aircraft between one hour after sunset to one hour before Sunrise. The Renter must complete a night checkout with an Ayers Aviation flight instructor. The night checkout requirement may only be waived at the discretion of a Ayers Aviation Flight Instructor.

3. **IFR OPERATIONS:** Aircraft can only be used for IFR flight while an Ayers Aviation Instructor is on board the aircraft. No solo rental in IFR with or without an IFR flight plan is allowed.

4. **CURRENCY REQUIRMENTS:** In addition to meeting all operation currency requirements set forth in the Federal Aviation Regulations as well as the Requirements set forth above, no Renter may operate an Ayers Aviation aircraft unless he has logged 4 Hours PIC flight time within the previous (90) days. In the event the Renter has not has not logged 4 hours PIC flight time within the proceeding (90) days, an additional standard aircraft checkout in the aircraft make and model may be required as determined by an Ayers Aviation Flight Instructor. All Renters are required to complete a Standard aircraft checkout every twelve (12) calendar months unless a flight review or additional pilot certificate/rating has been completed within the proceeding twelve (12) months.

5. **SPECIAL VFR OPERATIONS:** No Renter shall request a Special VFR clearance while operating an Ayers Aviation Aircraft.

6. **RUNWAY LIMITATIONS:** Renters can only conduct flight operations of an Ayers Aviation aircraft from FAA certified, (Hard Surfaced) Runways of three thousand (3000) feet or greater. Flight Operations from FAA certified grass fields are only allowed when accompanied by an

Ayers Aviation Flight Instructor. Flight Operations from unapproved Air Fields and off Airport operations are PROHIBITED.

**7. PREFLIGHT PLANNING:** For any flight not in the vicinity of an airport, the Renter shall become familiar with all available information concerning the flight, which shall include weather reports and forecasts, fuel requirements, alternates available if the planned flight cannot be completed, and any known traffic delays of which the pilot in command has been advised by Air Traffic Control (ATC). For any flight, the Renter shall become familiar with runway lengths at airports of intended use, and the takeoff and landing distance data contained in the aircraft's FAA Approved Flight Manual, other reliable information appropriate to the aircraft relating to aircraft performance under expected values of airport elevation and runway slope, aircraft gross weight and center of gravity, and wind and temperature. For all flights, the Renter shall obtain a standard weather briefing from any FAA-approved source that includes Notices to Airmen (NOTAMS) and temporary flight restrictions (TFRs).

**8. PREFLIGHT INSPECTIONS:** Renter shall personally conduct a preflight inspection as prescribed by the manufacturer of the aircraft, including checking the fuel from all sumps and determine that the fuel and oil on board the aircraft are sufficient for the purpose for which the Renter intends to use the aircraft. If damage is found prior to flight, Renter shall bring this information to an Ayers Aviation representative's attention, in order to prevent Renter from liability for damage prior to his or her flight. The Renter shall not start an engine when the wind chill temperature is Below 32 degrees Fahrenheit for two hours or longer since the last engine preheat or aircraft flight, unless the engine has been properly preheated in accordance with the engine manufacturer's guidelines.

**9. PROHIBITED OPERATIONS:** The aircraft shall not be used:

- a) If not properly dispatched, Pilot not checked out/current, Hobbs at time for annual or 100 hour inspection, etc.
- b) to carry persons or property for hire
- c) to give or receive flight instruction unless such flight instruction is being given by an Ayers Aviation- approved flight instructor.
- d) In any race, test, or contest
- e) aerobatics and Spins are also Prohibited.
- f) for any Illegal purposes
- g) be flown outside of the United States.
- h) for flight lower than 500feet above ground level over land and/or water.

**10. AIRCRAFT RETURN-** Upon return of a Rental aircraft, the Renter shall properly tie the aircraft down, install the control lock, buckle the seatbelts, and remove any trash and empty oil bottles.

**11. FLIGHT TIME REQUIREMENT-** The minimum pilot flight time requirements for rental of Ayers Aviation aircraft are set forth in the Ayers Aviation insurance policy binder. Ayers Aviation flight instructors and Ayers Aviation Representatives may not waive these requirements to less than the minimum denoted in the insurance policy binder. Ayers Aviation reserves the right to amend these requirements at any time, with or without notice, or to impose higher requirements, on a case by case basis, if, in the sole discretion of the Ayers Aviation Flight Instructor or his or her designated representative, such different requirements are necessary to ensure safe flight.

12. **RENTAL SCHEDULING:** All Scheduling is done online. All scheduling is done subject to an aircraft's prior need for maintenance and/or periodic inspection. Reservations should be adjusted to reflect the anticipated dispatch time to allow efficient scheduling of the aircraft.

13. **RENTAL CANCELATION:** See separate Rental Cancelation Policy.

14. **MINIMUM DAILY CHARGES:** In the event the Renter reserves an aircraft for 6.0 (six) hours or more on any weekday. The Renter shall pay Ayers Aviation no less than 2.0 (two) hours of usage, regardless of actual usage. If the Renter reserves the aircraft for 6.0 (six) hours or more on a weekend day. The Renter must pay Ayers Aviation for no less than 3.0 (three) hours of usage, regardless of actual usage. If the Required minimum is not met, Renter will be billed for the remainder at the current hourly rate for the aircraft flown. Such charges may only be waived at the discretion of an Ayers Aviation owner.

15. **PAYMENT:** Ayers Aviation accepts payment of Cash, Check or Credit Card + 2.75% credit card Transaction Fee.. (In the event of a Returned Check, the Client will be charged a 35 dollar charge for all returned Checks.) The Renter agrees to pay Ayers Aviation at the conclusion of each flight and in all instances on demand for:

- a) the hours, to the nearest present tenth, of usage indicated by the reading on the hour meter (Hobbs) during the term of rental (or if the Hobbs is inoperative, 100% of the tachometer time used), and any charges to fulfill the minimum daily charges.
- b) Any expenses incurred by Ayers Aviation to return an aircraft to its home base due to the Renters inability to do so.
- c) The Value of any parts, accessories, instruments, and other items which are missing from the aircraft when it is returned to its home base, where the occurrence was due to the Renter's neglect to properly lock and secure the aircraft when left unoccupied during the rental period.

16. **FUEL PURCHASES:** All Aircraft are supplied with a white fuel card to be used here at the Gainesville fuel pumps, and a company credit card is supplied for all fuel purchases at other airports besides Gainesville. If a fuel purchase is made by the renters personal card at an airport other than KGLE, the Renter will be credited/reimbursed (upon receipt of fuel purchase) for the quantity of fuel and at the price purchased for that exact date in time.

17. **EXPENSES:** The Renter is responsible for any Tie down fees, Overnight Hanger fees, and Landing Fees at other airports of intended operation.

18. **ACCOUNT REFUNDS:** No Accounts are being used at this time.

19. **USE BY OTHER PILOTS:** Only the said Renter, or other Ayers Aviation Renters meeting the Pilot in Command Requirements, and Ayers Aviation approved flight instructors are allowed to pilot or operate an Ayers Aviation Aircraft at any time.

20. **MAINTENANCE:** Renters will not have repairs made to any part of the aircraft or its equipment without specific authorization from an Ayers Aviation representative.

In the event of repairs where the estimated downtime exceeds 24 hours, the Renter has the option of:

- a) Returning by other means at Renters own expense, in which case expenses incurred in bringing the aircraft to its home base will be borne by Ayers Aviation
- or
- b) remaining with the aircraft at Renter's own expense until repairs have been completed enabling return to home base.

21. **RECKLESS OPERATION OR BEHAVIOR:** If the Renter at any point of rental is seen operating an Ayers Aviation Aircraft in an inappropriate or reckless way. Ayers Aviation will prohibit the Renter of the time, from doing any further business with Ayers Aviation.

22. **ACCIDENTS AND INCIDENTS:** The Renter will immediately report all accidents or incidents of any nature, major or minor, to Ayers Aviation at (940) 782- 8062. Renter will also collect, along with names and addresses of any witnesses or involved parties. In the event of an accident, I will not permit the aircraft to be moved unless instructed to do so by Ayers Aviation or local authorities, and I will protect the aircraft and its equipment from further losses. Additionally, I will report any information as required by the FARs and NTSB.

23. **INSURANCE:** Renter acknowledges the following LIMITS OF LIABILITY:  
\$1,000,000.00 Per occurrence / \$100,000.00 Per Passenger. Medical Pay \$5,000.00  
Hull Coverage \$75,000.00, Deductibles – In Motion/Not In Motion \$2500.00

**24. Pilot Documents/Currency:**

Renters at all times must have all required documents of FAR 61.3 to act as PIC on their personal possession and be within his/or currency requirements of FAR 61.56 to act as PIC of said aircraft, and maintain currency for carrying passengers (day or night) FAR 61.57.

IN WITNESS WHEREOF, Ayers Aviation, LLC and Renter have executed this agreement as of today, the \_\_\_\_\_ day, of said Month \_\_\_\_\_, and year \_\_\_\_\_.

**RENTER**

Renters Signature \_\_\_\_\_

**AYERS AVIAITON, LLC**

Ayers Aviation Representative \_\_\_\_\_