

## **Aircraft Rental Agreement**

1. In consideration of rental by Maryborough Aero Club Association Inc. (MACA), lessor of aircraft for flight time, Lessee agrees that each flight made on or after the date this is signed, where Lessee is the pilot in command, will be bound by the following terms and conditions. Lessee will:
  - a. Adhere to the conditions listed on the MACA website, under the 'Aircraft Hire' tab
  - b. Prior to each flight, make preflight inspections of aircraft, equipment and accessories, and will not depart, unless satisfied regarding airworthiness and functional operation.
  - c. Use the aircraft only for the purpose specified at time of rental and will in no event, carry dangerous goods, or use it for transport of cargo or persons for hire.
    - i. A rental includes, rentals to pilots holding at least a RA-Aus pilot certificate, with appropriate endorsements for the intended operation.
  - d. Not allow other persons to act as pilot in command, except during training flights with instructors approved in writing by MACA and included on the insurance policy.
  - e. Comply with all Federal, State, and local air traffic safety regulations, as applicable.
  - f. At all times ensure that the aircraft shall be operated within the pilot operating handbook (POH), limitations and procedures. MACA is not bound by and accepts no responsibility, for performance figures produced by the manufacturer. Pilot shall not attempt to land the Aircraft in a crosswind greater than the Aircraft's maximum demonstrated crosswind component.
  - g. Upon request, submit pilot logbook to MACA. for flight experience prior to aircraft dispatch.
  - h. Obtain weather forecasts and reports and check for temporary flight restrictions immediately before each flight, and will not fly when weather conditions are below the rated abilities of Lessee, or when such conditions are forecast.
  - i. Use only those landing fields designated in the current ERSA as certified airports, except in an emergency or with prior written approval of MACA. Operation on gravel runways or taxiways is not permitted. In any case, prior notification to MACA of landing at another airport away from the base is required. The normal home base is YMYB, Maryborough Qld.
  - j. Be responsible for proper servicing and security of aircraft, at destinations other than home base. Refuelling, Oil & Coolant replenishment, to be done as per the Rotax 912 ULS operators manual.
  - k. Return aircraft at scheduled time, weather permitting.
  - l. Ensure the trip sheet, including the VDO times, is properly filled out and turned in (see item 7).
  - m. Not have repairs made to any part of the aircraft or its equipment without specific authorisation from MACA. Lessee will telephone Lessor for repair instructions/ authorisation in the event of a malfunction of any part of the airplane or accessories. The Lessee shall be responsible for any additional cost of repairs required when away from the normal base including travel by repairers and maintenance staff or shipping of parts. In the event of required mechanical repairs where the estimated down-time exceeds 24 hours, the pilot in command has the option of:

- i. Returning by other means at his own expense, in which case expenses incurred in bringing the aircraft home will be borne by the lessee, or
    - ii. Remaining with the aircraft at his/her own expense until repairs have been completed enabling completion of flight and return to home base.
  - n. Report all accidents at once to MACA, furnish names and addresses of witnesses and all involved parties, and not move the aircraft unless authorised to do so by MACA or the insurer.
  - o. Not smoke, eat or drink in aircraft and return the Aircraft to the MACA Hanger in a clean and tidy condition. The committee reserves the right to charge a cleaning fee, if this condition is not met.
2. Lessee agrees to pay for all costs involved, including ferry time and/or other aircraft and pilot time when required, in the repair of aircraft damaged during the period Lessee is responsible, as defined in paragraph 10, below. The Lessee agrees to be responsible for all damage to the aircraft as a result of his or her negligence.
3. Lessee agrees not to permit liens to be placed upon the aircraft, without Lessor's written consent, and agrees to pay all charges incurred in connection with the use of said airplane during the term of rental.
4. Lessee agrees that in the event suit is instituted by Lessor to recover possession of the aircraft, or to enforce any of the terms, covenants, and conditions, hereof or to collect any sum or sums of money, damages or costs from Lessee under this contract, or any sum or sums of money, for the use or rental of aircraft by lessee, (Lessee agrees) to pay all costs and reasonable attorney's fees incurred by Lessor in such suit or fault.
5. Lessee agrees that if aircraft is to be kept longer than originally planned for any reason or the original destination is not reached, Lessee shall notify MACA immediately.
6. Lessee agrees to pay any and all tie down/ hangar fees incident to flight away from home base.
7. Lessee agrees to record flight time from engine start to shutdown.
8. Lessee agrees to the following conditions regarding rental reservations and scheduling:
  - a. All flying time will be scheduled in advance by placing reservations with MACA through the reservation scheduling system.
  - b. Reservations should be made and held for the minimum desired time required to accomplish the flight, and renters should cancel unused time promptly.
  - c. Aircraft reservations will be held for thirty minutes after scheduled time. If not used or extended, they will be regarded as automatically relinquished and will be available for rescheduling and dispatch to another pilot.
  - d. A charge of fifty percent of the posted aircraft rate may be made for Aircraft reserved, if the flight is not made and the reservations are not cancelled 24 hours in advance. Exception are postponement or cancellation due to weather.
  - e. Aircraft will not be scheduled unless MACA records indicated the renter is thoroughly checked out in type and meets the pilot-in-command requirements established by MACA.
9. Lessee agrees that renter's responsibilities commence at the time of dispatch and terminate when the aircraft has been refuelled and properly hangered.
10. Lessee agrees to pay the fees and charges to MACA for the following:
  - a. Aircraft rental
  - b. Instruction
  - c. Failure to cancel aircraft reservations, within specified time

- d. Lost keys or books
  - e. Fees for:
    - i. Master switch left on (applicable shop charges)
    - ii. Dead battery due to avionics use while engine is not operating
    - iii. Damage incurred due to improperly secured aircraft
    - iv. Failure to return keys and/or trip sheet
    - v. Insurance deductible 1% of insured value per the policy
  - f. Damaged or lost aircraft accessory
11. Notwithstanding anything contained herein to the contrary, Lessor shall in no way be liable for any damage of any kind or nature for personal property to Lessee, his agents, employees, guests, or otherwise.
  12. Lessee agrees that in the event the aircraft must be abandoned away from home base for reasons other than repairs (refer to paragraph 1) lessee will be totally responsible for charges and fees, incurred in returning the aircraft to MACA at home base.
  13. Lessor reserves the right to cancel this agreement at any time, with no prior notice to Lessee.
  14. Lessor will credit Lessee's account for fuel and oil purchases and authorized repair purchases (refer to paragraph 1) made while renting aircraft, provided receipts are submitted.
  15. The MACA policy does not allow for loss of revenue, or diminution of value due to a loss as a result of pilot error. MACA may make further claims against the Lessee, so rental pilots should obtain insurance coverage if required.
  16. Arbitration. As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, Lessee or MACA may demand that any such dispute be resolved by arbitration administered by the Australian Disputes Centre. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The prevailing party may be awarded costs including reasonable attorney fees, and all other costs of the arbitration proceeding. In situations where a party asserts any claim, position or defence, which is not substantially justified by the law or facts, the arbitrator shall award to the opposing party that party's reasonable attorney fees incurred as a result of that party's defending any such claim, position or defence.

IN WITNESS HEREOF, the parties have executed this Aircraft Rental Agreement as of the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSEE: (print full name) \_\_\_\_\_ (signature) \_\_\_\_\_

Lessee address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Signed By: \_\_\_\_\_ (MACA)