



# DRAGONFLY AVIATION AIRCRAFT RENTAL AGREEMENT

All aircraft at Dragonfly Aviation, LLC will be operated within all applicable Federal Aviation Administration (hereafter FAA) Regulations as well as local and state regulations. Dragonfly Aviation, LLC reserves the right to refuse aircraft rentals to anyone for any reason. Any renter found violating the terms of this Rental Agreement, FAA Regulations, or state and local regulations will be subject to refusal of service and/or fines and/or repair costs for any damage and/or loss of revenue.

## AIRCRAFT AIRWORTHINESS

The renter shall perform their own pre-flight inspection to determine the airworthiness of the rental aircraft. Aircraft maintenance logs are available for inspection upon request.

All Aircraft will be operated in accordance with their respective FAA Approved Flight Manual. Copies may be purchased at the front desk for all models.

## RENTER QUALIFICATIONS

The renter of any aircraft at Dragonfly Aviation, LLC must also adhere to these general operating rules and regulations and possess a valid and current FAA pilot certificate. Renter will meet all FAA qualifications for the intended flight with regards to ratings, currency, medical certificate, etc.

A checkout is required prior to renting any Dragonfly Aviation, LLC aircraft. Each aircraft model requires its own checkout. Checkout requirements vary from aircraft to aircraft and some models may require separate checkouts. Some models require a written exam finished and left on file. **All rental checkouts will be a minimum of two flights.**

**Renters must have at least 5 hours of flight time in the last 90 days, one flight of which must be at Dragonfly Aviation, LLC** or an updated checkout will be required. In lieu of 5 hours in the last 90 days, a flight with a Dragonfly Aviation, LLC CFI will substitute.

Prior to renting any aircraft at night, **a general night checkout is required**, good for all aircraft.

Night rentals will only be approved for pilots with a minimum private pilot's license. No sport or recreational pilot night flights will be approved.

The renter must sit in the left seat and will act as Pilot-in-Command at all times. A separate right seat checkout is required to act as right seat safety pilot. At no time may flight instruction be provided by anyone other than an approved Dragonfly Aviation, LLC instructor.

## RENTAL RESTRICTIONS

No smoking in any Dragonfly Aviation, LLC owned or operated aircraft.

**For all aircraft rentals an itinerary must be given to Dragonfly Aviation, LLC at the time of reservation via the reservation notes, text, phone, email, or other means.** Renter will notify Dragonfly Aviation, LLC of any changes to their itinerary before and during their rental (i.e. later start, different destination, etc.)

No takeoff 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 3,000 feet.** Exceptions to this can be made on a case by case basis with approval from Dragonfly Aviation, LLC.

**The rented aircraft will not be used to carry passengers or property for compensation or hire or for flight instruction by any non Dragonfly Aviation, LLC approved instructor.**

The renter will not take the rented aircraft outside of the United States for any reason; exceptions may be granted on a case by case basis with at least ten (10) days notification.

The renter will not tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will call Dragonfly Aviation, LLC for instructions upon encountering mechanical malfunctions.

The renter agrees to report any aircraft damage, and/or accident or incident involving the rented aircraft to Dragonfly Aviation, LLC as soon as possible.

The rented aircraft will not be used for any Illegal Purposes or operated in any race, speed test, or contest.

The rented aircraft will not be used in any close formation flying.

The renter is responsible for responsible servicing and security of the aircraft at locations other than the home base of the aircraft.

# AIRCRAFT RENTAL AGREEMENT CONTINUED

**The renter will properly secure the aircraft at the end of each flight. All aircraft parked overnight should be tied down, chocked, all plugs installed, and covered.**

The renter is responsible for checking the accuracy of the Hobbs and Tach time and **reporting any discrepancies prior to departure.**

The renter is responsible for recording the Hobbs and Tach time at the end of each rental.

## RENTAL REIMBURSEMENTS

The renter will be responsible for any ramp, landing, parking, or other fees incurred while the aircraft is in their possession.

If the aircraft rental price includes the price of fuel then the renter will be credited for any fuel purchase made up to the current retail price per gallon paid by Dragonfly Aviation, LLC at their home base at the self-serve AvGas pump +\$0.50 per gallon. Receipts must be presented at aircraft check-in.

If the renter purchases oil for the aircraft, they will be credited the full cost. Receipts must be presented at aircraft check-in.

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.

The renter will not authorize any repairs to be made to the aircraft without clearance from Dragonfly Aviation, LLC. Failure to do so could result in the renter being responsible for all or a portion of the bill.

Lost keys will incur a minimum \$20 charge to re-cut keys.

## STUDENT PILOTS

A student pilot will be responsible for the aircraft only when he/she is the sole occupant of the aircraft. When an instructor is present in the aircraft, he/she accepts responsibility for its safe operation on behalf of Dragonfly Aviation, LLC.

Student pilots will not conduct solo flights unless an instructor has approved each flight and is present to supervise scheduled flight.

**Student pilots must have at least five hours of flight time in the last 30 days and at least one flight with their CFI in the last 30 days to be eligible to fly solo.** A "warm up" flight with your CFI the day of a planned solo or two flights with your CFI in the last 14 days, one of which must be in the last seven days, can be substituted for five hours in 30 days.

**Student pilot solo cross countries require a copy of the completed flight plan in both directions** to be kept in the student's file with an instructor's signature until the student returns.

**No student pilot solo night flights** will be approved.

## PAYMENT POLICY

Payment in full is due no later than the end of every rental and/or lesson. If renting an aircraft outside of normal business hours, you will be billed via email with a Square invoice, payable online. **Invoices not paid within two business days will be subject to a 5% late fee. Balances left unpaid in excess of 14 days are subject to a finance charge of 10% per calendar month.**

## CANCELLATION POLICY

### WEATHER RELATED CANCELLATIONS

Cancellations may be made within 24 hours of scheduled departure if the weather is forecast to be inclement, or beyond the personal limits of the renter, without penalty.

### NON-WEATHER RELATED CANCELLATIONS

Cancellations may be made more than 24 hours prior to the scheduled rental time without penalty. **Rental cancellations made within 24 hours of the scheduled rental time or no call - no shows will incur cancellations fees on a graduated scale as follows:**

**First Occurrence within previous 12 months:** Fee Waived

**Second and Third Occurrence within previous 12 months:** One quarter of the scheduled time for the aircraft rental and one half the time scheduled for the Flight Instructor if one was present on the reservation.

**Fourth Occurrence within previous 12 months:** Half of the scheduled time for the aircraft rental and the full amount of time scheduled for the Flight Instructor if one was present on the reservation.

# AIRCRAFT RENTAL AGREEMENT CONTINUED

**Fifth and Following Occurances within previous 12 months:** Full amount of time scheduled for both the aircraft rental and the Flight Instructor. **\$250 deposit required for future reservations after the fifth occurrence.**

The implementation of the penalty charges will be at the discretion of Dragonfly Aviation, LLC. Invoice for cancellation fees will be emailed through Square and must be paid before further lessons can be scheduled. If a card is present on file, payment will be processed same day.

## MINIMUM DAY POLICY

Our minimum Hobbs time for aircraft rental is three hours per day applicable to overnight or single day rentals. If the earliest of scheduled OR actual departure time is before 13:00 local time, minimum day charges will apply. If after 13:00 local, no minimum day charges will apply. If the latest of scheduled OR actual arrival time is before 13:00 local time, no minimum day charges will apply; if after 13:00 local, minimum day charges will apply. If Hobbs total trip time is less than the minimum trip requirement calculated at the daily rate, then the difference will be charged at \$35/hour for the DA20-C1 or \$45/hour for the DA-40-180.

Example One: Renter wants to rent an aircraft leaving on Wednesday at 9 am and returning on Saturday at 3 pm. The aircraft will be gone for four minimum day applicable days. Minimum day charges are three hours per day for bringing the minimum day total to 12 hours. Renter puts four (4) hours on the Hobbs meter for the trip, so the total charge would be four hours of aircraft rental plus eight (8) hours at the minimum charge rate.

Example Two: Renter wants to rent an aircraft leaving on Saturday at 3 pm and returning on Wednesday at 9 am. The aircraft will be gone for three minimum day applicable days - Sunday, Monday, and Tuesday. At three hours per day, the minimum charge is nine (9) hours. Renter puts nine point one hours (9.1) on the Hobbs meter, so the total charge would be nine point one (9.1) hours of aircraft rental. Because this is more than the minimum Hobbs meter time for the entire trip, there is no additional minimum charge.

Dragonfly Aviation, LLC reserves the right to refuse all day or multi day rentals at any time for any reason.

## INSURANCE POLICY

**Renter's insurance is required to solo (student pilots) or rent our aircraft (certificated pilots). Minimum of \$500,000 in Liability Coverage and \$10,000 in Physical Damage Coverage for single engine aircraft. For twin engine aircraft, \$500,000 in Liability and \$25,000 in Physical Damage Coverage required.** Please see front desk for references on how to obtain renter's insurance.

Dragonfly Aviation, LLC carries insurance coverage on all of its aircraft as follows:

### LIABILITY COVERAGE

\$100,000 each passenger | \$1,000,000 each occurrence

### MEDICAL PAYMENTS COVERAGE

\$5,000 each person | \$10,000 each occurrence

### PHYSICAL DAMAGE COVERAGE

DA20s \$125,000 | N356DA & N333WF \$200,000 | N643DS \$250,000 | N673AM \$300,000 | DA42 \$475,000

The deductible for Physical Damage insurance on single engine aircraft is \$2,500, subject to change. The deductible for Physical Damage insurance on the DA42 is \$25,000, subject to change. If an incident occurs while the aircraft is in the possession of the renter, then the renter will be responsible for the deductible.

If the cost of an accident or incident exceeds the amount covered by the insurance then the renter will be responsible for that excess. Our policy does not allow for loss of revenue due to a loss as a result of pilot error. The renter will be responsible for this if it is determined that the cause of an incident or accident is pilot error.

If a flight is being conducted with a Dragonfly Aviation, LLC approved instructor for the purposes of flight training then Dragonfly Aviation, LLC accepts these responsibilities.

# AIRCRAFT RENTAL AGREEMENT CONTINUED

## AIRCRAFT SPECIFIC

### DA20-C1

The DA20 is a VFR only aircraft and shall be operated as such.

The DA20 may have a resin leading edge wooden Sensenich propeller and **if equipped should not be flown through rain (even light)** as it erodes the leading edge very quickly. If it is discovered that the renter has flown through rain then the renter could be responsible for the cost of a new or overhauled propeller. If the DA20 is equipped with the MT propeller or metal leading edge Sensenich, this restriction does not apply.

**CHECKOUT REQUIREMENTS:** Dragonfly Aviation, LLC CFI check out, to include ground instruction and a minimum of two flights. If renter obtained their private pilot certificate with Dragonfly Aviation, LLC in the Diamond DA20-C1, they are considered checked out upon completion of the check ride.

### DA40-180

The DA40 is an Instrument Flight certified airplane and all transponder and static checks are kept current and up to date.

It is the renter's responsibility to **ensure the rear door is securely latched** before starting the engine. Should the door depart the aircraft, the renter will be held responsible for any repair or replacement costs incurred for damage to the door and/or aircraft. The rear door should never be open for engine start or once the engine is running.

**CHECKOUT REQUIREMENTS:** Dragonfly Aviation, LLC CFI check out, to include ground instruction and a minimum of two flights. If renter obtained their private pilot certificate, instrument rating, or single engine commercial certificate with Dragonfly Aviation, LLC in the Diamond DA40-180, they are considered checked out upon completion of the check ride.

### DA42-TDI

The DA42 is an Instrument Flight certified airplane and all transponder and static checks are kept current and up to date. It is also certified for Flight into Known Icing (FIKI). **Renter will be charged for TKS usage at current market rate** - level will be measured before departure and after return.

It is the renter's responsibility to **ensure the rear door is securely latched** before starting the engine. Should the door depart the aircraft, the renter will be held responsible for any repair or replacement costs incurred for damage to the door and/or aircraft. The rear door should never be open for engine start or once the engine is running.

**CHECKOUT REQUIREMENTS:** Renter must have 250 hours total time and hold both Instrument Rating and Multi-Engine Rating with a minimum of 15 hours multi-engine time. If these conditions are met, the standard Dragonfly Aviation, LLC CFI checkout applies, which requires ground instruction and a minimum of two flights. If renter obtained their multi-engine rating with Dragonfly Aviation they are considered checked out upon completion of the check ride.

If renter holds multi-engine rating but has less than 15 hours multi time then five hours in the DA42 with a Dragonfly Aviation MEI to include an IPC can substitute.



# HOLD HARMLESS

I, \_\_\_\_\_, **(printed full name)** voluntarily desire to take an airplane, helicopter and/or other aircraft (collectively, "Aircraft") ride, pilot an Aircraft, rent an Aircraft, and/or train to pilot an Aircraft (collectively, the "Activity"), as well as to participate in the associated activities including, but not limited to, boarding, deplaning and/or walking on the runway and/or around the Aircraft, etc. (the "Associated Activities"), with DRAGONFLY AVIATION, LLC (collectively, the "Company"). Such activities may result in bodily injury, death, and property damage. I understand and acknowledge that engaging in any of the above activities are purely voluntary and I have made the decision to participate of my own free will. I also understand and acknowledge that, but for my voluntary execution of this Release of Liability ("Release"), the Companies would not allow me to be in or otherwise near any Aircraft or participate in any Activity or the Associated Activities.

**1. RELEASE AND COVENANT NOT TO SUE.** I, on behalf of myself, my heirs, successors, assigns, agents, trusts, beneficiaries, executors, administrators, guardians, and legal representatives (individually or in any group; collectively, "Releasor"), hereby exempt, release, acquit, forever discharge, and hold harmless the Companies, their respective officers, directors, members, administrators, trusts, managers, agents, representatives, servants, employees, successors, and/or assigns (individually or in any group, "Affiliates" and collectively with the Companies, the "Releasees"), whether acting on behalf of the Companies, or individually, from any and all liability, claims, losses, payments, harm, damages, costs, demands, claims and expenses of every nature whatsoever (collectively, "Damages"), whether in contract or in tort or under any other legal theory, arising out of my participation in the Activity and/or any Associated Activities. Releasor further agrees not to make any claim against, sue, or attach the property of anyone or more Releasees for any bodily injury, death, loss, or damage to personal property, or other damages, including those resulting in whole or in part from the negligence of the Releasees or other acts or omissions of the Releasees resulting from my participation in any Activity and/or Associated Activities.

**2. ASSUMPTION OF RISK.** I am not required to participate in the Activity or any Associated Activities. I freely and voluntarily choose to assume all of the risks inherent in the Activity and the Associated Activities, including, but not limited to, risks of negligent conduct of others, equipment or aircraft malfunction, improper or negligent operation of Aircraft, including those risks resulting in whole or in part from the Releasees' own negligence or unintentional acts, but excluding gross negligence or willful misconduct.

**3. INDEMNITY AGAINST CLAIMS.** Releasor agrees to indemnify, defend and hold harmless the Releasees against any and all losses, judgments, or damages, arising out of any claims, demands actions, causes of action, and/or proceedings of every nature whatsoever (collectively, "Claims"), including but not limited to attorney and legal fees at trial and appellate levels, which may be presented or initiated by any person or entity, arising out of my participation in any activity and/or Associated Activities, and/or concerning the enforcement of or legal challenge to this Release.

**4. LEGAL.** This Release is governed under Georgia law, without regard to conflict of law principles. The exclusive venue for any action arising hereunder shall be in the state and federal courts located in Barrow County, Georgia, and the parties hereby consent to the jurisdiction of such courts. In any action relating to this Release, Releasor hereby WAIVES ANY RIGHT TO A JURY TRIAL.

# RENTAL AGREEMENT ACKNOWLEDGEMENT

This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Dragonfly Aviation, LLC whose address is 841A Ronald Wood Rd, Winder, GA 30680 and the pilot") \_\_\_\_\_ whose address is \_\_\_\_\_(Street), \_\_\_\_\_(City), \_\_\_\_\_(State).

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**If under the age of 18:**

Parent/Guardian Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Dragonfly Aviation Witness: \_\_\_\_\_