	186 Airway Blvd Livermore, Ca. 94551	tel 925-449-2142
		fax 925-373-0944
		ahart@ahart.com

Ahart Aviation Aircraft Rental Agreement

Prepared for: Ahart Aviation Services


Prepared by: Bill Komanetsky, Owner/Operator

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Version: 201112a


Ahart Aviation Services "LESSOR" hereby agrees to lease to LESSEE (identified at the end of this agreement) the aircraft described in the invoice or invoices to be prepared in the future on the terms and conditions set forth herein and at the rate per hour applicable to the particular aircraft as set forth in the invoice or invoices prepared in the future.

1. Lessee agrees that prior to starting the aircraft, he/she will read and understand the procedures set forth in the operating handbook of the aircraft and follow said procedures at all times. In addition, Lessee agrees to follow all Federal Aviation Regulations.
2. Lessee is responsible for all damages to or theft of the aircraft or its contents while in the Lessee's possession, up to the applicable insurance deductible amount. Insurance Underwriter reserves the right to subrogate any claim. Copies of applicable insurance declaration sheets are available. Lessee agrees to notify Lessor, prior to takeoff, of any unsafe aircraft condition or aircraft damage discovered or reasonably discoverable on preflight inspection. Except as to items identified to Ahart prior to takeoff. Lessee acknowledges that the aircraft is received in good and safe condition, and agrees to return in the same condition.
3. Lessee shall notify Ahart prior to departure as to his/her destination. Lessee will not fly outside of the US (contiguous 48 states, ex. Mexico). Lessee shall not fly into the Lake Tahoe area or other high altitude airports without the written approval of Ahart Aviation Services.
4. Lessee agrees that all landings shall be on public airports as shown on sectional charts and shall have paved runways. The aircraft shall be returned to Livermore Municipal Airport on or before the return time and date scheduled, unless an alternate date, time and/or place is specifically authorized by Ahart. Lessee agrees to compensate Ahart to retrieve said aircraft in the event that a hazardous weather condition requires the Lessee to land the aircraft at another airport and leave it there.
5. Lessee agrees to pay Lessor at the hourly rate applicable to the aircraft as measured on the Hobbs meter. This rate includes fuel and oil. Fuel costs will be reimbursed up to and including the cost of the LVK truck price. Additional costs will be borne by the Lessee. Fuel and oil purchased by Lessee will be deducted from the total charges only if supported by written receipt, which is submitted at the end of the flight (or no later than 48 hours after completion of flight). Lessee is responsible for all other charges incurred during the period of rental unless Lessee

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receives authorization for said charges from Ahart. Lessee agrees to pay for all charges upon completion of the flight, unless otherwise agreed to by the parties. Lessee agrees to pay for reasonable collection costs and expenses, including reasonable attorney fees should the lessee fail to remit amounts due under the terms of this agreement. The credit card information provided at the end of this agreement is for security only and will be used only to pay for charges that Lessee has failed to pay within 24 hours after the flight in question, or damages to the aircraft as outlined in Paragraph 2.

6. Lessee agrees that if any sort of credit or discount is given at time of payment and is reflected in the Lessee's account balance, that credit or discount shall be reversed if the Lessee's account is refunded to them at their or the Lessor's request.
7. Lessee agrees to pay a minimum rental charge of 3 hours per each 24 hours period when aircraft is rented for use during a full 24-hour period. Other minimums may be applicable as per separate notification.
8. Lessee agrees to pay a \$45.00/hour reserved cancellation charge (\$135.00 daily maximum), if the aircraft is reserved and not flown, except when it is cancelled at least 24 hours prior to rental or when weather does not permit safe flight. Lessee also agrees to pay \$45.00/hour if the instructor is reserved and is not provided a 24-hour notice of cancellation, except when instructor cancels lesson due to weather or maintenance issues.
9. Lessee agrees that he/she shall not smoke in or around the aircraft, and that he/she shall at no time keep any animal in the aircraft without prior permission.
10. Lessee agrees that no passenger shall be permitted to consume alcoholic beverages or illegal drugs while in or near the airplane.
11. Lessee agrees that Lessor has the right to require Lessee to successfully complete any reasonable flight check prior to Lessor leasing any particular aircraft to Lessee. Lessee further agrees that Lessor is under no obligation to lease any particular aircraft where the Lessor reasonably believes that weather conditions or pilot competence makes the Lessee's proposed flight unsafe.
12. Lessee agrees that he/she shall not use any aircraft for purposes of Lessee rendering or providing flight training or flight instruction. Lessee shall occupy the left seat for all flights, unless specifically authorized in writing by Lessor.
13. Lessee and Lessor agree that this agreement is complete, and shall be supplemented by a separate invoice from each specific aircraft rental, which shall serve the purpose of identifying type aircraft flown, and rate thereon.
14. There will be a minimum returned check fee of \$35.00 for all returned checks submitted to the Lessor by the Lessee.

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15. Lessee agrees that the Lessor may take up to 30 calendar days to refund any outstanding balances in the Lessee's account. Any outstanding charges of any type as determined by the Lessor shall be deducted from the Lessee's account before said refund is processed and mailed to the Lessee.

16. This agreement may be modified at any time by the Lessor and any changes made as such will be reflected as agreed to by the lessee no matter what previous version of this document has been agreed to by them.

I have read, understand and agree to the terms of the agreement set forth in this document.

Date: ___/___/___

Lessee Name (Please print) : _____

Lessee Signature : _____

Note: Attach a readable Copy of the Lessee Credit Card