

Western Slope Aviators LLC Aircraft Rental Agreement

Name _____ Date: _____

SSN _____

Pilot Certificate Number: _____

Welcome to WESTERN SLOPE AVIATORS LLC. As a valued customer of WESTERN SLOPE AVIATORS LLC., there are a few company policies that you will need to be aware of when renting airplanes. If you have questions or need clarification on any of the policies listed, please ask for our assistance from Nate Ware, Sue Mosher, Bill Swartz or Brian Scranton. Contact information can be found in the aircraft binder.

Customers utilizing WESTERN SLOPE AVIATORS LLC. aircraft & approved instructors for dual flight instruction and aircraft rental must read & sign this agreement as well as a Liability Release Waiver before taking flight. (Including but not limited to: Private, Instrument, Single Engine Commercial, Certificated Flight Instructor, Certificated Flight Instructor Instrument, Airline Transport Pilot, aircraft checkout, flight review, instrument proficiency check, mountain check-out flights, and one-time dual instruction flight)

This agreement is subject to change without notice.

1. Insurance:

All pilots flying WESTERN SLOPE AVIATORS LLC. aircraft must have \$1,000,000 liability coverage. All pilots are required to cover the insurance deductible of **\$5,000** or other deductible amount that may become applicable from year to year, in the event of damage to a Single-Engine aircraft the Deductible is **\$5,000**. Renter may be responsible for more damage & loss of use. WESTERN SLOPE AVIATORS LLC. strongly recommends that you acquire a "Pilot Renter Insurance" policy to release liability coverage, cover the insurance deductible and cover potential loss of use of a WESTERN SLOPE AVIATORS LLC. aircraft. Renter insurance is available through AOPA, Avemco and several other providers. Please provide at-least one answer below in this section. The Owner has Insurance Primarily for the benefit of WESTERN SLOPE AVIATORS LLC., its owners, and employees. The Renter may be held responsible for not only the owner's deductible, but for all damage and liability including loss of use damages which was caused in part or in full by the Renter's negligence. We strongly suggest the Renters purchase Non-Owned/Renter's Insurance Coverage. _____ (Check one)

_____ Aircraft Rental Insurance Provider: _____ Policy Number: _____
please provide a copy of insurance to WESTERN SLOPE AVIATORS LLC. for our record.

_____ Rental Insurance Waived. Requires the deductible of **\$5,000** be placed on account until closed, and is not useable as deposit or rental. It must remain on account while actively flying at WESTERN SLOPE AVIATORS LLC.

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2. Montrose Regional Airport Access

All renters and students must obtain a Montrose Regional Airport security badge before they will be allowed to fly the WESTERN SLOPE AVIATORS' aircraft without an approved instructor. Badges may be obtained from **John Forchterle, Head of Airport Security, 970-258-5601**. At the time of this writing badges cost \$50 and must be renewed every 2 years. **Any pilot who does not adhere to KMTJ security protocols and procedures will have their rental privileges revoked.**

I have read and understand the requirements to follow KMTJ security requirements

(Initials): _____

3. Pilot Currency & Aircraft Checkouts:

- Pilots must be checked out in each make and model aircraft they desire to rent. When a pilot is out of currency or hasn't flown a WESTERN SLOPE AVIATORS LLC. aircraft in the previous 3 months, he or she must schedule a flight with an approved instructor for a short re-currency flight comprised of at minimum of three take offs and landings or as determined by the instructor to demonstrate proficiency.
- If a customer holds an instrument rating and wishes to have instrument privileges in a WESTERN SLOPE AVIATORS LLC. aircraft, he or she must complete an Instrument Proficiency Check as part of his or her initial checkout.

4. Renter Pilot Scheduling:

All pilots are required to schedule aircraft in WESTERN SLOPE AVIATORS approved scheduling software before they may fly the aircraft. All pilots planning cross countries should note the airports of intended landing in the in the comments section. WESTERN SLOPE AVIATORS LLC. reserves the right to forbid landings at particular airports. Prior instruction must be received from an approved instructor before flying to KTEX (Telluride), KASE (Aspen), KLXV(Leadville). Overnight schedules should also be noted in the comment section.

5. Student Pilot Scheduling

- Student pilots must have approval from their instructor and have their logbooks and pilot file endorsed before they can schedule Solo Flight in a WESTERN SLOPE AVIATORS Aircraft. All instructor placed limitations and FARs must be strictly adhered to for Student Pilot Solo Flight.
- Solo cross country flight planning must be signed off by an approved WESTERN SLOPE AVIATORS instructor and must plan to be on the ground in KMTJ (Montrose Regional Airport) one hour before official sun set.

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- Student pilots are required to file a flight plan with FSS for all cross-country flights. Upon arrival back to KMTJ, student pilot must close their flight plan with FSS.
- If an unscheduled landing is made on a student solo the student pilot must contact a WESTERN SLOPE AVIATORS LLC. instructor for review of the student's plans for returning to KMTJ and will make the appropriate notification to Flight Service.
- Student pilots may not solo a WESTERN SLOPE AVIATOR aircraft in winds more than 15Kts and crosswinds of less than or equal to 10 Kts and with a ceiling less than 3000' AGL. However, pattern work may be conducted with a 1500' AGL ceiling.

6. Preflight:

Renter and student pilots will inspect and make a ground check of the aircraft, its equipment and accessories before takeoff and will not accept said aircraft until they are satisfied as to its airworthiness and proper functioning of said equipment and accessories. Renter/student pilot will also familiarize themselves with Aircraft's Owner's Manual and Maintenance Records.

ALL RENTERS AND STUDENT PILOTS MUST CHECK AIRCRAFT TIRES! A TIRE PRESSURE GAGUE IS SUPPLIED IN THE LUGGAGE COMPARTMENT TO ACCOMPLISH THIS.

7. Medical and Flight Reviews:

All pilots are required to maintain a current & valid Medical Certificates, Flight Reviews, and Instrument Proficiency Checks (if applicable) while renting WESTERN SLOPE AVIATORS LLC. aircraft. All pilots must be checked-out by an approved WESTERN SLOPE AVIATORS instructor before they may schedule the aircraft for non-dual flight.

8. Aircraft Rental Minimums:

Pilots renting aircraft for 8-hours or more and overnight are required to pay a minimum rental of 2 hours per day. The minimum rental amount is determined prior to departure.

9. Aircraft Rental Cancellations:

- Aircraft rentals and dual lessons may be cancelled for any reason without charge if there is a minimum of 12 hours' notice given. If there is less than 12 hours' notice given and weather or illness is not a factor the client may be charged a "no-show/cancellation" fee of 0.5 hours of Hobbs time calculated by the rate of the rented aircraft.
- If you have not shown up for your scheduled flight time, the aircraft will be made available for other rentals after thirty (30 mins) minutes.
- If you are unable to use the aircraft at the time scheduled, please call WESTERN SLOPE AVIATORS or cancel your scheduled flight online as soon as possible so we can free the aircraft for other pilots.

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- If you need the aircraft longer than originally scheduled, check the schedule first. Do not assume the airplane is open.
- Pilots are responsible for returning the aircraft by the end of their scheduled time slot. Pilots who continually return aircraft late will be charged a minimum of one additional hour of flight time and/or have their rental privileges revoked.
- WESTERN SLOPE AVIATORS may be required to cancel your reservations with little or no notification due to maintenance issues. If the scheduled airplane has gone in for maintenance WESTERN SLOPE AVIATORS LLC. will attempt to contact you as soon as practical and will note the maintenance downtime on the schedule.
- Aircraft scheduled for a check-ride will have priority over all other rental purposes.

I have read and understand the Cancellation/No Show Policy (initials): _____

11. Payments:

Customers may place a pre-payment amount on account, but, may not carry an account balance past 15 days after the invoice is received. Any past due invoices may result in immediate suspension of flying privileges. This can be waived if previous arrangements have been made in writing to extend the payment period.

Payment for all service is required at the time of service. WESTERN SLOPE AVIATORS LLC. accepts Master Card, Visa, Discover, personal or company checks, Traveler's Checks, VENMO or cash. Customers may not charge rental fees to their accounts. A 3.5% transaction surcharge will be added to all Credit Card charges and 1% to all wire transfers. Any invoice not paid within 30 days will be charged a minimum of 25% APR interest rate.

I have read and understand the Credit Card Surcharge of 3.5% policy and 1% to all wire transfers.

(Initials): _____

12. Cleaning the Aircraft:

There is no smoking allowed in any of the aircraft, in the hangar or on the ramp. No eating or open bottles except for water are allowed in the aircraft. The Renter is responsible for keeping the rented aircraft clean. After each flight, the Customer agrees to clear the rented aircraft of any trash, empty oil bottles, used paper towels, etc., and leave the aircraft clean for the next Customer. This includes removal of bugs from the wind screen and flight surfaces. Cleaner will be provided in the baggage compartment to accomplish this task.

13. Fuel Reimbursement and other incidental charges:

A WESTERN SLOPE AVIATORS credit card will be provided for all fuel and oil purchased outside of the Montrose Regional Airport (KMTJ). However, the pilot must provide receipts for these purchases. Credit card charges not substantiated with a receipt will be charged back to the rental pilot. WESTERN

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SLOPE AVIATORS LLC. does not pay for landing, tie down, overnight hangars, de-ice, or other miscellaneous taxes and service charges. It is the responsibility of the rental pilot to pay for these charges.

A fuel surcharge is added to all rentals. This hourly charge varies with the cost of fuel at the time of rental; when fuel prices go up it goes up, when fuel prices go down it goes down as well. A written notice will be sent prior to any implementation or change to the fuel surcharge.

If a rental pilot chooses to not utilize self-serve fuel pumps (when available) there will be an additional FBO charge added per flight.

I have read and understand the Fuel Reimbursement and other incidental charges.

(Initials): _____

14. Maintenance Discrepancies during Rentals Away from WESTERN SLOPE AVIATORS LLC.

Upon noting a maintenance or airworthy discrepancy or if the aircraft has endured any damage other than normal wear and tear contact Nate Ware immediately for further instructions or to authorize repairs or method of returning home. **Renter pilots are not permitted to tamper with or attempt to repair any part of the airplane or its accessories. All off-site maintenance MUST be authorized by Nate Ware or his designee prior to any maintenance being performed on the aircraft.** Any maintenance not authorized by Nate Ware or his designee that is performed will be charged to the renter. The renter will coordinate with Nate Ware on the return of the airplane to KMTJ once the maintenance discrepancy has been repaired. Western Slope Aviators is not liable for any outside expenses incurred to return home in the event the aircraft cannot be repaired in a short period of time.

15. Weathered In:

If weather is a problem, please notify Nate Ware as soon as possible. If you are unable to return due to weather and need to rent a car, you are encouraged to do so. No pilot should be overcome by **Get-Home-Itis**; fly in weather they're not comfortable or qualified to fly in. If an aircraft is left at a different airport, the pilot is responsible for the return of the aircraft. In some cases, pilots will need to pay for another pilot and aircraft to retrieve the plane. If weather is a problem, rental minimums will not be enforced. **We want you to be safe and get home safely!**

16. Aircraft Logbooks:

The maintenance logbooks can be checked out by a student pilot for a check rides. The logbooks must be returned **IMMEDIATELY** after your check ride to Nate Ware. Logbooks will be signed out and back in; any logbook or portion thereof that is not returned by the student will incur a **\$20,000 charge**.

I have read and understand the logbook check out policy.

(Initials): _____

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17. Aircraft Tires:

Renter & student pilots are responsible to completely check aircraft tires prior to each flight to ensure there are no bald spots with cord showing and for proper pressure. There is a tire pressure gauge supplied in the baggage compartment to accomplish this. If you discover the airplane with a flat spot tire or bald spot (with cord showing) please notify Nate Ware.

18. Prohibited Maneuvers:

- All pilots must adhere to all FARs. Pilots who intentionally violate the FARs will lose their rental privileges.
- No pilot may perform spins in WESTERN SLOPE AVIATORS LLC. aircraft unless an authorized WESTERN SLOPE AVIATORS LLC. instructor is on board.
- Minimum altitudes will be consistent with FARs; low flights below FAR minimums will not be tolerated.
- No student pilot shall perform slow flight, stalls, and steep turns below 1500'. To allow for traffic separation, slow flight may be intentionally performed in the traffic pattern. Students may not perform simulated engine-out emergency procedures in solo flight **outside of the traffic pattern.**
- Instrument rating is required for night flights without a WESTERN SLOPE AVIATORS LLC. instructor when visibility is forecasted to be below 10sm.
- No mountain flights will be allowed if visibility is below 20 nm and winds are greater than 30 kts at mountain tops.
- No flight (IFR or VFR) will be allowed in known icing conditions or thunderstorms.

19. Runway Surfaces:

Pilots must have prior authorization from WESTERN SLOPE AVIATORS LLC. authorized instructor to land on any runway surfaces other than HARD SURFACE. For example, grass or dirt strips. However, in the event of an actual emergency this rule does not apply.

20. Right to Refuse Service:

WESTERN SLOPE AVIATORS LLC. has the right at any time to refuse aircraft rental to any customer. Customers who demonstrate dangerous decision-making skills, display signs of anger management problems, are disrespectful to WESTERN SLOPE AVIATORS LLC. staff or to Atlantic or MTJ staff, refuse to follow company policies, or are involved in an accident or incident may be asked to take their business elsewhere. It is not our intention to refuse service, but safety and the wellbeing of our staff, the airport staff and the aircraft is our biggest priority.

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21. IFR Weather Requirements:

- Take-off minimums: In addition to any published procedures, the pilot must be able to return to the airport of departure in VFR conditions. The forecast must be at or above landing minimums (visibility & ceiling) for all airports of intended landing. These requirements must be met prior to takeoff.
- Landing minimums must be commensurate with the FAR's.
- Western Slope Aviators approved instructors reserve the right to require more restrictive minimums than the FAR's or this agreement for a specific pilot when taking into account that pilot's experience.
- FAR requirements for filing alternates must be strictly adhered to.

22. VFR Mountain Flights

No flights may be conducted in mountainous terrain unless the winds at the mountain tops are less than 30 kts, there is at least a 3000' ceiling, visibilities are greater than 20mi and there are no Sigmet for turbulence and wind shear.

23. Pre-Departure:

Pilots will, immediately before flight, obtain weather reports and forecasts pertinent to each flight and familiarize themselves with ALL available information concerning the flight. Pilots departing on a cross-country flight must file a flight plan.

24. Securing of Aircraft: At the end of a flight WESTERN SLOPE AVIATORS LLC. aircraft must be returned to either the hangar from which it was found or to the South tie down spots on the KMTJ ramp. Any aircraft parked on the ramp either at KMTJ or another airport must be tied down and with the control lock installed, windows closed, window coverings installed and doors locked. Tie downs and chocks can be found in the baggage compartment. Kicking the front nose wheel, pushing on the spinner or pushing on the tail of the aircraft are prohibited methods of pushing the airplane back. Airplanes will be returned with no other than normal wear and tear.

25. Aircraft Use:

WESTERN SLOPE AVIATORS LLC. rental aircraft will be used for the purpose of pleasure flying only. Flights for the purpose of compensation or hire are strictly prohibited. The renter or student pilot who has received an aircraft checkout is the only pilot that is authorized to fly the airplane.

26. Accidents & Incidence

Renter and student pilots will report all accidents, major and minor, to WESTERN SLOPE AVIATORS LLC. at once to the FAA and NTSB (as required by the FARs) and to Nate Ware together with the names and addresses of witnesses and involved parties, and in the event of accident, will not remove

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the airplane unless expressly authorized to do so by WESTERN SLOPE AVIATORS LLC. incidents must also be immediately reported to WESTERN SLOPE AVIATORS LLC. Renter is responsible for all damage caused by renter's negligence.

27. Battery Failure due to Master Switch:

In the event the master switch is left on by a student or renter pilot causing a dead battery, he or she will be charged \$50 for the repair. **If a dead battery results in a replacement requirement, you will be responsible for the complete cost of replacing the battery.**

I understand and have read ALL the above policies and agree to adhere to them. (If renter or pilot is under the age of 18 a legal guardian must sign and state relationship to pilot/renter) _____

Renter: _____
Signature Date

Guardian (if applicable): _____
Signature Date

WESTERN SLOPE AVIATORS LLC: _____
Signature Date