



X-CELL
AVIATION
FLIGHT TRAINING CENTER
AIRCRAFT RENTAL AGREEMENT

I. Preamble

X-Cell Aviation L.L.C. and an individual herein after referred to as "Renter" enter into this agreement, which is renting an aircraft from X-Cell Aviation L.L.C.

II. General Practices

The following are practices and procedures that apply to all renters and the use of the aircraft rented from X-Cell Aviation L.L.C. This list is not an all-inclusive list and all persons at all times while utilizing the aircraft should adhere to all normal and recommended safety procedures.

1. Renters may only fly aircraft in which they have a logbook endorsement from an X-Cell Aviation member to fly.
2. Smoking is not allowed in or in the vicinity of X-Cell Aviation aircraft.
3. The aircraft will be held for no more than 30 minutes after the reserved time. After which the aircraft will be again available, unless the renter calls X-Cell Aviation.
4. All renters will require an initial pre-rental check with an X-Cell Aviation member, at the renter's expense.
5. After a period of 60 Days of non-rental the renter will require a rental check flight, at the renter's expense.
6. All renters will possess a current and appropriate medical certificate along with a valid airman certificate.
7. All renters will have a current flight review in accordance with FAR 61.56.
8. **No night flight will be allowed unless authorized prior to each occurrence with an X-Cell Aviation member. In the event the night flight is approved the rental shall have already received a night flight check flight. Under no circumstances will an X-Cell Aviation aircraft be allowed to depart or return to Skylane or Boonville Airport from dusk till dawn.**
9. Each renter will be required to return the aircraft with no more than 20 Gallons fuel. The renter will be shown the correct manner to refuel the airplane. In the event of a fuel stop the renter will pay for the fuel and will be reimbursed for the fuel at the X-Cell current fuel rate.
10. Prior to each flight the renter will conduct a full pre-flight inspection according to the aircraft's manual.
11. During all situations in the aircraft the renter will follow the approved checklists.
12. No person shall hand prop the aircraft.
13. Take off and landing will be at public, non-restricted airports with runways of at least 2000 feet in length. Or as approved by X-Cell Aviation Member.
14. No simulated forced landings shall be practiced without an X-Cell Aviation Instructor onboard.
15. In the event of a forced landing, the renter is required to notify X-Cell Aviation immediately for further instruction. Under no circumstances shall the renter continue the flight.
16. Aircraft can not be rented for more than 7 consecutive days, without X-Cell Aviation approval. The minimum fee will be set as 2 hours of rental for every 24 hours after the first 24 hours.
17. Aircraft are expected to be returned in the same condition as they left. There will be a \$25 cleaning fee for aircraft interiors that have garbage, bottles, wrappers.... At X-Cell Aviation discretion.
18. A \$25 Fee will be charged for leaving the MASTER Switch on after your flight resulting in a discharged battery.

Student Pilots

1. All Students may only solo in an aircraft they have received their solo endorsement in.
2. All students will be under the supervision of an X-Cell Aviation approved instructor and have the appropriate solo endorsements.
3. No solo flights will be allowed without approval of the approve instructor prior to each flight.
4. As by FARs no student pilot shall carry passengers.
5. The student will adhere to flight areas assigned to them by the approved instructor.
6. When flying solo, Student pilots assume full responsibility for the aircraft and are liable for any damages while in their possession.

III. Activities other than the purpose which the aircraft was Rented

The purpose for which the Renter has obtained the aircraft from X-Cell Aviation is as follows:

Personal or recreational use only. The Renter shall not use or operate the aircraft for commercial purposes, flight instruction, aerobatics, parachute drops or for any other purpose than stated above. Specifically, flight instruction from flight instructors not approved by X-Cell Aviation is prohibited. An approved flight instructor is one that is a member of X-Cell Aviation or one that has a written agreement with X-Cell Aviation.

IV. Renter's Responsibilities

Renters shall conduct themselves in a professional and safe manner. All renters are required to know and observe the following rules and regulations as outlined below:

1. Federal Aviation Regulations (FARs)
2. Indiana Aeronautics Commission Rules and Regulations
3. Applicable City and County Aviation Codes, Rules and Regulations
4. X-Cell Aviation Rental Rules

No Violation will be tolerated of any rule or responsibility. Any person found violating the said agreement would be subject to immediate termination of rental privileges.

In the event that a repair is needed away from Boonville airport the renter will notify X-Cell Aviation for approval to have the work done.

The Renter is responsible for all fees at the time charges are assessed. Transactions will be paid by cash, personal check, accepted credit card, or other agreement agreed upon with X-Cell Aviation.

V. Notice of Insurance

X-Cell Aviation requires all rental pilots to carry Non-Owned / Renters Insurance. This also includes student pilots. Limits of this policy must meet a minimum of \$250,000 of Liability Coverage and \$20,000 Physical Damage. All renters understand that they will be responsible for the aircraft while in their possession. Any damaged sustained will be their responsibility along with liability of all actions of their flight. All renters will be responsible for the first \$20,000 of damage to the aircraft while in their position. Renters are also responsible for Loss of Revenue that would have been generated while the aircraft is being repaired. A copy of this policy must be given to X-Cell Aviation each year.

VI. Entire Agreement

As the Renter I have read and fully understand this agreement and shall comply with it. **

Name: _____ Signed: _____ Date: _____
(Please Print)

****Must be Signed by a Parent or Legal Guardian if Renter is under the age of 18**

Renter: _____

VII. Billing

All charges are billed at the time they are assessed. X-Cell Aviation offers 3 forms of billing options.

1. Emailed invoice of current charges. Payment by Check, Cash, or Paypal
2. Mailed invoice of current charges. Payment by Check, Cash, or Paypal
3. Positive Account with X-Cell Aviation

X-Cell Aviation Paypal Account JasonFuller@x-cellaviation.com

Positive Account payees will receive monthly statements with their invoices. Payments by cash or check can either be mailed or dropped off in the payment box in the hangar. Payment must be received within 15 days or there will be a \$50.00 late fee due. No rental will be allowed if there are late invoices.

Billing Type Preferred (1) (2) (3)

I understand the terms of X-Cell Aviation's billing and authorize the charge of my credit card as per this agreement.

Signed: _____ Date: _____

Renter Contact Information

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Cell: _____ Home Telephone: _____ Work: _____

E-Mail: _____

Current Certificates: _____

Date of Medical: _____ Duration: _____

Date of Flight Review: _____

In Case of Emergency: _____ Phone Number: _____