

BLANKET AIRCRAFT RENTAL AGREEMENT

This Blanket Aircraft Rental Agreement ("Agreement") is entered into by the individual whose printed name is:

_____ (hereinafter called "Pilot" or "Renter"), and whose address appears on the Pilot Information Form included herein, with Eastern Cincinnati Aviation, Inc. ("ECA"), an Ohio corporation, Clermont County Airport, 2001 Sportys Drive, Batavia, Ohio 45103-9747. Each of ECA and Pilot are parties to this Agreement.

RECITALS:

- A. ECA operates an aviation fixed base operation at Clermont County Airport (I69) near Batavia, Ohio. In conjunction therewith ECA rents aircraft to pilots certificated by the Federal Aviation Administration ("FAA"). A rental includes rentals to student pilots in solo flight. (Any aircraft rented to Pilot by ECA is hereinafter called the "Aircraft").
- B. Pilot intends to rent Aircraft from ECA from time to time.
- C. Pilot is therefore willing and wishes to enter into this Agreement setting forth the terms and conditions which shall govern all Aircraft rental transactions which may take place between ECA and Pilot.

TERMS AND CONDITIONS:

Therefore Pilot, intending to be legally bound, hereby promises and agrees with regard to rental of any Aircraft as follows:

1. Inspection. Pilot agrees that he or she will inspect the Aircraft prior to its use. If the Aircraft is not in good overall condition or has apparent defects, Pilot will immediately notify ECA and will not operate the Aircraft or continue the rental transaction. Pilot further acknowledges and agrees that any Aircraft will be returned, together with all documents and accessories, in the same condition as when rented and at or before the ending time of the scheduled rental.
2. Charges. Pilot shall pay ECA for rental at the hourly rates for the Aircraft as posted by ECA and from time to time:
 - (1) for the elapsed time on the Aircraft "Hobbs" meter measuring time of operation, however, rental time shall be at least one-half of the scheduled time up to a minimum rental of two hours for each week day, and four hours for each Saturday, Sunday or holiday;
 - (2) for all expenses incurred in conjunction with returning the Aircraft if for any reason left by Pilot at a location other than Clermont County Airport; and
 - (3) upon demand, for the amount of all loss or damage occurring while the Aircraft is rented to Pilot.
3. Operations. Pilot shall strictly follow these operating rules and procedures, that is, Pilot shall:
 - (1) not allow any other person to operate the Aircraft;
 - (2) comply with all FAA regulations and other applicable laws;
 - (3) not carry persons or property for hire;
 - (4) fly only when the reported weather is VFR, and in conditions as approved by ECA (instrument rated pilots approved by ECA for flight in instrument conditions may operate IFR);
 - (5) be on an FAA flight plan on flights to destinations more than 50 NM from Clermont County Airport;
 - (6) land only at established, public airports, with hard surface of at least 3,000 feet;
 - (7) not perform any aerobatics, buzzing or other unsafe operations;
 - (8) not land the Aircraft in a crosswind greater than the Aircraft's maximum demonstrated crosswind component;
 - (9) not give flight instruction;
 - (10) not operate the Aircraft in formation flight;
 - (11) notify ECA by the most expeditious means if the Aircraft will not be returned on schedule;
 - (12) abide by ECA's Customer and Airport User Handbook, a copy of which has been read by Pilot;
 - (13) advise ECA of proposed cross-country flights and airports to be utilized.

Exceptions to these operating rules and procedures will be made only with the **written** approval of an Officer of ECA.

4. Security. Pilot shall carefully look after the Aircraft and its accessories. When parked the Aircraft shall be properly secured with tie downs, or in a hangar, and locked with Pilot retaining possession of the keys to the Aircraft at all times during the rental.

5. Indemnity, Waiver, and Release. Pilot agrees to indemnify and hold harmless ECA against all loss or damage occurring to ECA or third parties as a result of operation of the Aircraft by Pilot. Pilot understands there is a risk of injury in aircraft operations, and from participation in aviation activities. While FAA Regulations, ECA rules, personal discipline and care may reduce the risk, the risk still exists and is accepted and assumed by Pilot; therefore Pilot knowingly and freely assumes all such risks, both known and unknown, and however arising. Pilot assumes liability for all medical costs, attorneys' fees and any and all other expenses and damages resulting from injury to Pilot and, if signing as a Parent or Legal Guardian, to the Pilot signing this Agreement.

6. Insurance. ECA provides limited coverage **liability** insurance (up to \$100,000) and **no** aircraft physical damage (hull) insurance for the benefit of Pilot. Pilot shall purchase and maintain aircraft renters physical damage insurance in a minimum amount of \$60,000 and shall annually provide ECA with a copy of current documentation thereof from an aircraft insurance carrier approved by ECA. Notwithstanding Paragraph 2(3) above, Pilot shall not be responsible for losses to ECA which exceed \$60,000 and which losses result from physical damage to the Aircraft. Pilot has received, and hereby acknowledges receipt of the "Notice Regarding Insurance Coverage" included herein below.

7. Term.

- (1) The term of any rental transaction shall commence as of the time scheduled by Pilot for the rental and shall continue until such time as the Aircraft is returned to, and secured at, Clermont County Airport.
- (2) This Agreement shall be effective as of the date set forth in the last paragraph hereof and shall continue in effect for a term of one (1) year. Thereafter it shall automatically be renewed from year to year for renewal terms of one (1) year each unless and until terminated by one party giving the other thirty (30) days prior notice of termination.

8. Arbitration. As the exclusive means of resolving through adversarial dispute resolution any disputes arising out of this Agreement, Pilot or ECA may demand that any such dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party consents to any disputes being so resolved. 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 defense, 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 defense.

9. Notices. All notices from one party to the other shall be in writing and may be effectively given by postage prepaid U.S. Certified Mail – Return Receipt Requested - to the other party's last known address.

10. Integration. This Agreement sets forth the entire understanding of the parties regarding the subject matter. Any modification, change or amendment shall be in writing signed by an officer of ECA.

NOTICE REGARDING INSURANCE COVERAGE:

(Required by Ohio Revised Code Section 4561.25)

All Fixed Base Operators and others renting aircraft in Ohio are required by law to give a notice to pilots renting aircraft of the insurance coverage provided. As a renter of aircraft from Eastern Cincinnati Aviation, Inc. ("ECA"), you are hereby notified that:

- (1) ECA carries insurance which covers aircraft renters meeting ECA's experience requirements for a maximum of \$100,000 in third-party bodily injury and property damage liability claims.**
- (2) Physical damage (hull) insurance in favor of aircraft renters is NOT maintained.**

PILOT INFORMATION

(Part of the Eastern Cincinnati Aviation, Inc. Blanket Aircraft Rental Agreement)

Name _____ Address _____

City _____ State _____ Zip _____

Home phone _____ Business phone _____

Occupation _____ Employer _____

Citizen U. S. Other _____ Email _____

Medical certificate class _____ Date of issue _____

Pilot certificate # _____ Date of issue _____

Flight Review
expiration date _____ Total time _____ PIC _____

Renter's (or Non-Owner) insurance coverage:

Agent: _____ Carrier: _____

Check all applicable: STU REC PRI COM Instrument
 CFI SEL MEL ATP GLI

Other pertinent information: _____

Two personal references:

Name: _____ Name: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

IN WITNESS WHEREOF, as of the ____ day of _____, 20 ____, this four page Agreement, including the Recitals, the Terms and Conditions, the Notice Regarding Insurance Coverage, and the Pilot Information Form, is signed by Pilot on behalf of himself or herself, and his or her spouse (if any), intending to be legally bound, in Clermont County, Ohio. Upon Pilot signing this Agreement ECA may investigate the creditworthiness and reputation of Pilot and, if approved, will thereafter acknowledge Pilot's signature by signing below. Flight Instructor rental authorizations below the signature lines are solely for ECA's administrative convenience. By signing this Agreement Pilot also acknowledges receiving the foregoing Notice regarding Insurance Coverage on Page 2 and represents that the information provided in the Pilot Information form on Page 3 is accurate and complete.

Pilot's Signature*

Received and acknowledged by:

EASTERN CINCINNATI AVIATION,
INC.

*If Pilot is less than 18 years of age this Agreement must be signed below by a parent or legal guardian who, by signing, agrees and acknowledges this document in its entirety as applicable to Pilot and to him or her, and his or her spouse (if any).
Pilot's date of birth: _____

By: _____
Authorized Signer

Signature of Parent or Legal Guardian

RENTAL AUTHORIZATIONS:

<u>AIRCRAFT</u>	<u>FLIGHT INSTRUCTOR'S SIGNATURE</u>	<u>DATE</u>	<u>CONDITIONS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____