

**CHARLESTON FLIGHT  
SERVICES, LLC**  
**Aircraft Rental Agreement**

**Personal Information**

Name (Last, First MI.): \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Height (inches) \_\_\_\_\_ Weight \_\_\_\_\_ Sex \_\_\_\_\_  
Date Of Birth \_\_\_\_\_ Eye Color \_\_\_\_\_ Hair \_\_\_\_\_  
Place Of Birth \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_  
DL # \_\_\_\_\_ State \_\_\_\_\_ Expire \_\_\_\_\_

**Emergency Contact**

Name : \_\_\_\_\_ Phone Number : \_\_\_\_\_ Relationship: \_\_\_\_\_

**Airman Information**

**Pilot Certificate Type:**

\_\_ Student \_\_ Private ( VFR \_\_ IFR \_\_ )  
\_\_ Commercial \_\_ ATP \_\_ CFI \_\_ CFII \_\_ MEI

**Category / Class / Ratings:**

\_\_ SEL \_\_ MEL \_\_ SES \_\_ MES \_\_ Center Line Thrust  
\_\_ Instrument \_\_ Gyroplane \_\_ Helicopter \_\_ Glider \_\_ Seaplane

Cert No. \_\_\_\_\_ Date \_\_\_\_\_

Medical Class: \_\_\_\_\_ Medical Expiration Date: \_\_\_\_\_

Last BFR Date: \_\_\_\_\_ Checked Out By: \_\_\_\_\_

**Flight Experience**

Previous Flight Credit \_\_\_\_\_ Previous Flight School \_\_\_\_\_

**Hours**

Total Hours \_\_\_\_\_ C 150 \_\_\_\_\_  
SE Fixed \_\_\_\_\_ C 172 \_\_\_\_\_  
SE Complex \_\_\_\_\_ Past 90 days \_\_\_\_\_  
Multi Engine \_\_\_\_\_  
Instrument \_\_\_\_\_

**Aircraft Rental Agreement**

( cont'd )

Do you have any physical conditions, limitations, or impairments that require a waiver or special condition to be attached or indicated on your medical certificate?

yes no

Explain: \_\_\_\_\_  
\_\_\_\_\_

Has your FAA or DOT Military pilot certificate ever been suspended or revoked?

yes no

Explain: \_\_\_\_\_  
\_\_\_\_\_

Have you ever been cited for any violations of Federal Air regulations or have any limitations ever been placed on your pilot certificate?

yes no

Explain: \_\_\_\_\_  
\_\_\_\_\_

Have you ever been convicted of or pleaded guilty to a charge of reckless driving or driving under the influence of alcohol or drugs during the last five years?

yes no

Explain: \_\_\_\_\_  
\_\_\_\_\_

Have you ever had any Aircraft accidents or incidents while acting as the pilot within the previous five years?

yes no

Dates, places, make and model, details: \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION:**

I hereby certify that the above information is correct. I understand that the Operator is relying on this information to rent the aircraft to me, and that false information might invalidate insurance policies rendering me personally liable for loss or damage resulting from an accident.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

CHARLESTON FLIGHT SERVICES, LLC – AIRCRAFT RENTAL AGREEMENT (cont)  
**TERMS AND CONDITIONS**

**1. Rental Period:**

The time period for which CFS and Renter agree on Renter's use of the Aircraft is referred to herein as the "rental period." If Renter maintains possession of the Aircraft ("holds over") beyond the agreed rental period, Renter's obligations hereunder shall continue during such holdover period.

**2. Rental Fee:**

Renter will pay the Operator a rental fee for Renter's use of the Aircraft according to the then-current price list designated by CFS. Subject only to Section 3 below, the rental fee is determined by the "Hobbs" meter and is charged in one-tenth (.10) hour increments. Renter is required to record Aircraft usage as instructed by CFS. The entry must include Renter's name, date, beginning and ending Hobbs time and ending tach time. When entering ending times, if the meter numbers are turned half way, the next higher number is to be used. If Renter encounters a discrepancy between the previous log entry and the current Hobbs or tachometer reading, it must be reported to the CFS office prior to engine start. If the discrepancy is not reported prior to engine start, Renter will be charged for the time in question.

The rental fee is due and payable **immediately** at the end of the rental period. In the event of nonpayment, interest will accrue at a rate of 1.5% per month until the balance is paid in full. In addition, Renter will be responsible for any charges or fees incurred by CFS as a result of Renter's delay or non-payment, all of which will be added to the balance for collection, along with reasonable collection fees, including attorneys' fees.

**3. Scheduling: Minimum Fees and Late Fees:**

(a) **Reservations:** In order to rent Aircraft, Renter must be in good standing with the Operator. Advance reservations must be made by calling Operator (or by using the Operator's online scheduler, when such service becomes available). Multi-day rentals must be scheduled as far in advance as possible and require CFS approval.

(b) **Multi-Day Rental:** For multi-day rentals, there is a minimum 3-hour daily charge, *except* that (a) if the rental begins *no earlier than* 3:00pm, the minimum charge for such first day is two hours, and (b) if the rental ends *no later than* 10:59 am, the minimum for such last day is one hour.

(c) **Scheduled Start Time:** Please let the office know if you will be more than 15 minutes late for the start of your scheduled Aircraft rental. Renter may incur a \$50 late fee for any delay in excess of 15 minutes. In addition, Aircraft not dispatched within 30 minutes of the scheduled time may be released to another customer.

(d) **Cancellations:** The CFS office must be notified of all flight cancellations regardless of reason (weather, illness, etc.) Failure to notify CFS at least 2 hours in advance, to permit rescheduling of the Aircraft, will result in a charge of one half (1/2) the scheduled reservation time. Operator will not question reasonable cancellations due to illness or weather, nor will Renter be penalized.

(e) **Scheduled Returns:** Renters are expected to return the Aircraft at or before the scheduled return time. Any Renter who is unable to return on time must inform the office at 843-709-1293 (if no answer, leave VM and text). If no one else is scheduled to use the Aircraft and Renter requests in advance to extend the rental period, CFS will make every effort to accommodate such extension, in which event the rental period will continue until the agreed extended deadline.

If Renter delays the return of the Aircraft without CFS's approval by more than 15 minutes and such holdover delays the scheduled use of such Aircraft by another pilot, Renter will be charged at two times (2X) the normal rental rate for the holdover period.

#### **4. Aircraft Care:**

All aircraft are owned by Charleston Flight Services, LLC ("CFS" or "Operator"). Each Renter is responsible for the Aircraft in his or her possession at all times and is expected to treat it with the utmost care. The Renter is required to report all known trouble, malfunctions, or damage to an Aircraft by notifying the office immediately upon detection. If any malfunction renders the Aircraft un-airworthy, Renter must record it in detail in the discrepancy log on board the Aircraft.

#### **Renters will be charged for any damage or abuse not reported prior to rental commencement.**

Any Aircraft damage existing prior to the start of the rental period must be noted in detail on the discrepancy sheet and reported to CFS personnel **prior** to operating the Aircraft. Failure to identify and report previously unreported damage (e.g., bald spots on tires) will result in the Renter being charged for the damage. Expendable items such as batteries, tires, etc. will be charged on a prorated basis. CFS reserves the right to require a security deposit of \$250 from Renter prior to the start of the rental period, which deposit shall be refunded to Renter at the end of the rental period after deducting the cost of any damage to the Aircraft not noted on the discrepancy sheet prior to such rental.

Renters are expected to conduct all flight operations in a manner that will allow normal climbs, cruises and descents consistent with careful and considerate operation of the Aircraft. In particular, descents from altitude shall be planned in a manner to prevent shock cooling of the Aircraft engine due to rapid power reduction. No Renter may knowingly exceed the operating limitations of the Aircraft except during an emergency.

Off-taxiway operations are prohibited for any reason. Aircraft operations on gravel, grass or any non-paved areas are **prohibited**. Renters will be held accountable for the total cost of any damage caused by off-pavement operations.

At the conclusion of the flight, the Aircraft is to be returned to CFS at Charleston Executive Airport and properly positioned and secured with tie down ropes and chocks, as appropriate. The Aircraft interior is to be left neat and clean with all personal belongings and trash removed. CFS is not responsible for lost or stolen items left in the Aircraft. In addition, the Aircraft ignition and master switch must be turned off. **Failure to turn the master switch off will result in a \$100.00 charge.**

Renter is responsible for ensuring that all those who occupy or have access to the Aircraft during the rental period (including children) refrain from any and all activities or behavior which may adversely affect the Aircraft's condition or safety or that of any other persons or property inside or outside the Aircraft.

**No animals** of any kind are permitted in CFS aircraft. Any violation may result in termination of rental privileges. In any event, Renter will be charged the full expense for cleaning and repair.

#### **5. Responsibilities:**

First and foremost, all flight and ground operations must be conducted in the safest possible manner.

Each Renter is expected to practice a safe and courteous flying program in harmony with all airport, state and federal aviation regulations. This includes conforming to local noise abatement procedures.

CFS strives to maintain its aircraft to higher standards than strictly required and to therefore provide the renter with well-maintained, airworthy aircraft in compliance with FARs. However, it is the responsibility of the Renter (as pilot-in-command) to ensure that the Aircraft that will be utilized is, in fact, airworthy and has all required aircraft documentation on board.

Due to circumstances beyond the control of the Operator, such as unforeseen maintenance or the delayed return of an aircraft by another renter, there may be occasions where aircraft are removed from service or otherwise made unavailable on short notice. When these situations arise, CFS will do everything possible to provide another aircraft for a scheduled flight, but is not responsible for any inconvenience or expense incurred by the Renter.

In the case of an accident or incident involving Renter, Renter shall not exercise any further privileges as pilot-in-command in the Aircraft until he or she has the approval of the Operator.

It is the Renter's responsibility to return the Aircraft to CFS and KJZI in all circumstances. If the Renter is unable to do so, any costs incurred in recovering the Aircraft will be charged to the Renter. These costs may include, but are not limited to, the rental charge for a ferry aircraft and the cost of the ferry pilot.

#### **6. Flight Conditions:**

Renters are expected to exercise extreme caution when starting or operating the Aircraft near other aircraft, vehicles or people. The Aircraft must be taxied slowly, at a speed no faster than a brisk walk, on all ramp areas. **No Renter may taxi Aircraft through or into a tie down.**

All pilots and passengers in CFS Aircraft must use all furnished restraining devices provided in the aircraft during takeoffs and landings; good operating practice dictates that these devices be used throughout the entire flight.

**Renter will utilize only established hard-surface runways except in case of an emergency.** Operations on dirt, sod, or gravel runways - or at any airport that is not published in the Airport/Facility Directory - are **strictly prohibited** (except in an emergency). In addition, it is the responsibility of the Renter to obtain proper permission from the airport operator prior to using any restricted airport. For any flights outside of South Carolina or over mountainous terrain, the Renter may be asked to submit a flight plan to be reviewed by a CFS flight instructor. CFS strongly encourages all Renters to file a flight plan with the local Flight Service Station for all flights of 25 NM or more.

Flight instruction with non-CFS instructors in CFS aircraft is prohibited. **Renters may not use CFS aircraft for any commercial use.** Renters may not conduct operations "for hire" of any kind.

#### **7. Route:**

Aircraft will be flown during the rental period only within the confines of the Continental United States.

#### **8. Sole Pilot:**

Renter will be the sole pilot of the Aircraft during the rental period. No other person will be allowed in the Aircraft and/or have access to aircraft keys unless accompanied by the Renter.

**9. No Smoking:**

There will be no smoking inside the Aircraft or anywhere around it.

**10. Pre-Flight:**

Renter will personally and solely conduct a preflight inspection of the Aircraft as prescribed by the manufacturer of the Aircraft, including checking documents, fuel from all sumps, and determining that the fuel and oil on board the Aircraft are sufficient. Also, Renter will brief all passengers on the proper use of seats, seat belts, air vents, lights, and emergency exits, and will follow all appropriate FAA rules and regulations.

Once Renter approves and accepts the Aircraft for flight, Renter is responsible for all missing items, broken or worn beyond normal wear and tear.

**11. Check-lists:**

Renter will use the Aircraft manufacturer's recommended check lists for all Aircraft operations.

**12. Weather:**

Renter will obtain weather reports and forecasts for the proposed flight prior to commencing the flight. The Aircraft will only be operated when present and forecast aviation weather indicates that VFR weather conditions are present both locally, en-route and at the destination. IFR operations are permitted only for the instrument-rated Renter.

**13. Accidents:**

Renter agrees to report to Operator any accident, mishap, incident, or physical damage to person(s) or to the Aircraft as soon as possible.

**14. Certificates:**

Renter must hold valid and current Federal Aviation Administration (FAA) pilot's license and medical certificates, and must have passed a bi-annual flight review or equivalent, where applicable, within the last twenty four (24) calendar months and be current in all respects. Copies of these certificates must be on file Operator's office before the use of any aircraft is allowed.

For overnight rentals, Renter must be an IFR-certified private pilot or better. See Paragraph 30 for additional currency requirements. Notwithstanding anything to the contrary, Renter will be responsible for determining Renter's legal ability to operate rented aircraft, in terms not limited to appropriate and current medical certificate, pilot's license, bi-annual flight review, and any other legal limitations.

**15. Aircraft Seizure, Forfeiture or Damage:**

In the event of seizure, forfeiture, or damage to the Aircraft as a result of Renter's use, Renter agrees to pay Operator for the repair (or replacement, if repair is impossible or impracticable) of the Aircraft, and an amount equal to 3.0 hours per day rental of the Aircraft at the current hourly rate for each day the Aircraft is held or out of service. The total of such payments shall not exceed the fair market value of the Aircraft. Renter also agrees to pay attorneys' fees and all expenses incurred in the recovery of said Aircraft.

**16. Fuel Credit:**

If the rental period exceeds 4 hours and provided Renter returns the Aircraft with full tanks, fuel credit will be applied to the Renter's account based upon the presentation of proper, original receipts (gallons, date, and tail number printed) at the time the Aircraft is returned. No charges other than fuel will be reimbursed unless authorized in this Agreement or authorized in writing by Operator. No credit shall be given for receipts submitted more than 60 days after the rental period.

**17. Pilot's Physical Condition:**

Renter expressly represents and warrants that Renter (a) has not used intoxicating alcohol, tranquilizers or sleep inducing drugs within twenty four (24) hours prior to the commencement of a flight in the Aircraft; and (b) does not suffer from any other physical impairment that could adversely affect the safety of the Aircraft or its passengers. In the event CFS has any reason to suspect the foregoing representation is untrue, CFS shall prohibit Renter's use of the Aircraft. CFS shall bear no liability for failing to ascertain whether such representation is untrue or for refusing to rent the Aircraft because of its good faith belief that such representation is untrue.

**18. Prohibited Activities:**

The Aircraft will not be used: (a) to carry persons or property for hire, or (b) flown in any race or contest, or (c) be used to perform aerobatics or spins, or (d) for any other commercial operation whatsoever, including flight instruction.

**19. Sublease or Assignment:**

Subleasing the Aircraft or assigning this Agreement to any other party or person is strictly prohibited.

**20. Condition of Aircraft:**

Renter hereby acknowledges that Operator is not the manufacturer of the Aircraft or the manufacturer's agent, and that Operator MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, DESIGN, CONDITION OR MERCHANTABILITY of the Aircraft or the quality or capacity of the materials in the Aircraft.

**21. Alterations:**

Renter agrees not to make any additions, alterations, or improvements to the Aircraft without the prior written approval of the Operator.

**22. Damages; Insurance:**

At the termination of the rental period, Renter will return the Aircraft to Operator in the same condition as when received, except for reasonable wear and tear. Renter will be liable to Operator for any and all loss or damage sustained by the Aircraft or caused to any other aircraft, persons or property during the rental period (or any extension thereof), regardless of the reason.

Renter understands and agrees that liability insurance for any claims, including but not limited to those involving injury and death, arising from Renter's rental or use of the Aircraft, is not provided to Renter by CFS. Therefore, should Renter wish to be protected by insurance coverage, Renter shall be responsible for taking out and maintaining his or her own separate policy providing for payments for losses or damages arising in connection with the use or rental of the Aircraft. Renter agrees that any insurance policies maintained by him or her shall contain a waiver of subrogation prohibiting Renter's

insurance company from seeking to recover any damages or losses from CFS or its owners, employees or insurers. Renter shall look solely to the proceeds of his or her own insurance policy for recovery.

If Renter elects not to obtain such insurance coverage, Renter is aware that he or she is proceeding **without** any protection provided by such insurance. Renter agrees to undertake to make his or her immediate family or anyone potentially impacted by the lack of insurance fully aware thereof.

**23. Repairs and Maintenance:**

“Emergency repairs” are repairs to the Aircraft which, due to statutes, regulations, mechanical failure or damage, should be made to the Aircraft before further flight. Should the Aircraft require emergency repairs, Renter will contact the Operator for instructions. If no contact can be made and repair can be completed for Two Hundred Dollars (\$200.00) or less, Renter may authorize and make payments for repairs, for which Renter will be reimbursed by Operator (unless the emergency repairs were necessitated by Renter’s negligence). Under no circumstances will the Aircraft be flown by Renter without repair if to do so would violate any governmental statute or regulation or compromise the safety of the Renter, his/her passengers, or the Aircraft.

If an Aircraft requires maintenance on a flight, the Renter must obtain approval from CFS prior to authorizing any maintenance work on the Aircraft. If such approval cannot be obtained, the Renter must use his/her best judgment in authorizing work and may be held responsible for expenses for such work. Any maintenance work must be done by FAA certified mechanics or repair stations. The Renter must obtain an invoice and a statement describing all work performed on the Aircraft, including the signature and license number of the mechanic or repair station.

**24. Default:**

If Renter defaults in the performance of any of his/her obligations under this Agreement, Operator will, at its option and without further notice, have the right to terminate the Agreement and to repossess the Aircraft using such forces as may be necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Renter expressly waives the service of any notice. Exercise by Operator of either or both of the rights specified above will not prejudice Operator's right to pursue any other remedy under this Rental Agreement, or at law or in equity. Furthermore, the Operator may refuse the rental of any Aircraft at any time, without explanation.

**25. Governing Law:**

This Agreement will be construed in accordance with the laws of the State of South Carolina.

**26. Integration; Binding Effect.**

This Agreement constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements, oral or written, between the parties related to the renting of the Aircraft. Any change or modification hereof must be in writing signed by both parties. This Agreement will be binding upon, and will inure to the benefit of, the parties’ respective heirs, legal representatives, successors, and assigns.

**27. Indemnity:**

Renter releases, indemnifies and holds harmless CFS and its principals, instructors, employees, representatives and agents from and against all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorneys' fees, and expenses incidental thereto, arising from any property damage, personal injury or death that arises in connection with Renter’s rental or use of the Aircraft or breach of any provision of this Rental Agreement.



**28. Continuation of Agreement:**

This Agreement will be continuing and will control each use of the Aircraft by Renter, unless modified or terminated by the parties in writing.

**29. Disclaimer of Liability:**

Operator hereby disclaims, and Renter hereby releases Operator from, any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Renter, its employees, agents or invitees during the term of this Agreement, unless such loss, damage or injury is directly caused by Operator's gross negligence. The parties hereby agree that under no circumstances will Operator be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), including but not limited to damages for loss of revenue or other damage related to the renting of the Aircraft under this Rental Agreement.

**30. Aircraft Currency and Check-out Requirements:**

**In order to act as pilot-in-command of any CFS Aircraft,** Renter must have logged at least one full hour of flight time in such Aircraft and made at least 3 takeoffs and landings to a full stop in such Aircraft within the preceding 45 days.

**In addition, if the rental period will include an overnight,** Renter must have (a) logged at least 9 additional hours of flight time in such Aircraft **or** have a current, valid instrument rating or better, and (b) made at least 3 takeoffs and landings to a full stop **at night** in such Aircraft in the last 45 days.

**For solo flights,** all Student Pilots are required to fly the specific CFS Aircraft within forty five (45) days in order to maintain flight proficiency.

Operator has the right to decline any use of Aircraft, or to require additional credentials of Renter, without any further explanation or notice, if it believes, in its sole judgment, that the operation of such Aircraft by the Renter would otherwise be unsafe.

Every Renter must demonstrate his or her knowledge and abilities in the Aircraft he or she wishes to fly, to the satisfaction of a designated CFS flight instructor. The checkout will consist of, at a minimum, a review of aircraft systems, ground handling, and flight maneuvers for which the Aircraft and the pilot are certified. If required by CFS, the checkout will include a demonstration with the Aircraft at full gross weight. In addition, Renter may be required to submit to a check flight by a CFS flight instructor any time it is deemed necessary by CFS.

Currency or specific checkout requirements may be waived in writing by the owner of CFS if, in his sole judgment, the pilot is deemed to be sufficiently experienced to safely conduct the proposed flight.

31. **No Waiver.** No waiver of, or failure to enforce, any provision under this Rental Agreement by CFS shall be deemed a waiver by CFS of its right to enforce such provision at any time in the future or a waiver of any other right under this Rental Agreement.

The undersigned has read the complete Rental Agreement, including all of the terms and conditions set forth herein, and by signing below, expressly agrees to such Rental Agreement and all such terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date