

# AIRCRAFT RENTAL AGREEMENT

## I. Preamble

X-Cell Aviation EVV Inc. and an individual herein after referred to as "Renter" enter into this agreement, which is renting aircraft and aviation services from X-Cell Aviation EVV Inc. herein after referred to as "X-Cell Aviation". This includes any aircraft Owned, Leased, Sub-Leased, or borrowed by X-Cell Aviation and provided to the Renter.

## 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. 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 CFI 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 CFI, at the renter's expense. Each Aircraft will have required Pilot Experience.
5. After a period of non-rental the renter will require a rental check flight, at the renter's expense. Max Days of NON-Rental will be posted and Different per Aircraft.
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. Night Flight Operations (Flight between Sunset and Sunrise) Require an additional Night Checkout. (60 Day Currency Required)
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 via credit on bill. Copy of Receipt will be required. Reimbursement will be no more than the total paid for the fuel but max cost per gallon up to the Current Posted 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 4000 feet in length. Or as approved by X-Cell Aviation in writing per occurrence.
14. No simulated forced landings shall be practiced without an X-Cell Aviation CFI 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 may 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 return 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 \$100 Fee will be charged for leaving the MASTER Switch on after your flight resulting in a discharged battery.
19. NO ELECTRONIC Device Larger than an IPAD Mini allowed in the Pilot or Co-Pilot Seats. Larger devices can interfere with Pilot ability to Control Aircraft.
20. NO RIDE SHARING!!! This is probably coming. Uber of the sky. YOU MAY NOT USE the Rental Aircraft for this Service. Immediate revoke of Aircraft access indefinitely.

### **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 as "Renter"

## 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, formation flight, 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. Scheduling

Each renter will be given access to our online scheduling system and shown how to use it. It is the renters responsibility to keep the schedule accurate. Canceling a scheduled flight may be done any time prior to the proposed start time on the schedule. If the renter does not show for the scheduled flight and does not remove themselves from the schedule by 30 min prior the scheduled flight time they will be billed 1 hour rental in the plane that was scheduled. Special consideration will be given for times of weather changes and other items that may change flight decisions, but the renter will still be responsible to remove themselves from the schedule even if poor weather. A 1 hour charge may be assessed for those who book slots and have a high last minute cancel rate. A warning will be given in this instance.

**All Flights MUST list planned locations of intended use in the note section on the schedule.** (Exp. Local, BMG, JFK...)

**V. 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.

If at anytime an X-Cell Aviation Employee or representative has concern that the renter is not using the aircraft in a proper manner including but limited to Pre-Flight Procedures, Aircraft Operations, Pilot Performance, and Communication Procedures; rental access will be suspended and additional training will be required with an X-Cell Aviation CFI.

In the event that a repair is needed away from the originating based airport the renter will notify X-Cell Aviation for approval to have the work done. The renter does not have approval to allow work to be performed on the aircraft. The renter at their expenses may decide to find alternate means to return, or wait on the repairs. The renter is not responsible for the cost of the repair, unless it is caused by their actions, which will be at their expense as stated in section VI. Under all circumstances, the renter is responsible for the rental fees that occur from the flight time until the aircraft is back at it's based airfield.

The Renter is responsible for all fees at the time charges are accessed.

Renters are responsible for the aircraft and all actions, in flight or not in motion that may occur. The Renter's Responsibility starts when they arrive at the airport and ends after securing and locking the plane in its hanger at it's Based Airport. It is the renter's responsibility to care for the plane while moving it to and from hangers, during all flight situations, and while parked at any destination. The plane may be tied down outside while away from the based airport provided the weather does not risk the planes safety. It times of risky weather, high winds, Storms, Hail, Acts of God, exc..., to the plane's safety, the Renter must, at his own expense, hanger the plane away from the based airport. Renters understand they are renting an Airworthy Plane per FAA requirements. Renters understand and agree to the risk of all and any mechanical situations that may arise during their rental period. All and any situation that may arise due to Mechanical Malfunction, Weather, Pilot Control, or any other issue not stated here, are the full responsibility of the renter. No blame can be made to X-Cell Aviation, its members, employees, or any other individual or business working with or through X-Cell Aviation. Renter understands and accept all Assumed Risk not stated while their possession.

**VI. Notice of Insurance**

Renters are Responsible for all Liability and all Airframe Damage while aircraft are in their possession. In addition the renter will be responsible for Loss or Revenue while the aircraft is unavailable due to damages resulted. If Aircraft Damages are sustained while in the renters possession, to include movement to and from hangers and while parked away from the based airport, all In-Flight Situations, act of God, or any damage sustained not in flight, while in the renters possession (this will always be deemed Renter at Full Fault), the Renter will be Responsible. All renters must Carry NON-Owned / Renters Insurance through Avemco Insurance. Other Companies may be considered if the Renter has a current policy in effect at the time of signing this document. A note will be added to this document approving the policy.

Required Insurance Limits and Damage Responsibility are Posted and Different for Each Aircraft Rented.

**\*\*Student Pilots\*\*** Student Pilots will not need to carry the Renters Insurance Policy till they are ready to Solo.

Proof of Coverage Must be Provided to X-Cell Aviation.

**VII. Billing**

All charges are billed immediately when the rental aircraft is returned. An accepted Credit Card must remain on file with X-Cell Aviation for billing of fees. All fees will be billed to this Credit Card. Renter is responsible for any and all collection fees to include attorney and court costs, in the event lawful action is required for non payment.

**VII. 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. Parent or Legal Guardian will be responsible for all Renter Requirements**

Parent / Legal Guardian \_\_\_\_\_ Signed: \_\_\_\_\_

**IX. Renter Contact Information**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell: \_\_\_\_\_ Home Telephone: \_\_\_\_\_ Work: \_\_\_\_\_

E-Mail: \_\_\_\_\_

In Case of Emergency: \_\_\_\_\_ Phone Number: \_\_\_\_\_

# VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY

X-Cell Aviation EVV Inc. "X-Cell Aviation"  
Evansville Airport  
Evansville, IN

**PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR DAMAGES**

Please Print

NAME OF PARTICIPANT: ("Participant") \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ (mo/day/year)

NAME OF PARENT OR LEGAL GUARDIAN \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

THIS VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY (the "Release") is executed on \_\_\_\_\_ mo/day/year, by the Participant identified above, and his/her parent or legal guardian identified above, in favor of X-Cell Aviation .

WHEREAS, we, the undersigned, have been made aware and understand that to participate in any part of the X-Cell Aviation program ,including airplane rides and rental, carries with it certain dangers, hazards and risks associated with those activities. We understand that these risks include the potential for serious bodily injury or death that may arise from the inherent nature of these activities. These risks include, but are not limited to hazardous, uncertain, or unpredictable wind or weather conditions or other acts of nature, mechanical malfunction or equipment failures with possible defects in design, manufacture or assembly, improper or careless use, negligent actions wholly or partly caused by other third parties beyond the control of X-Cell Aviation, accidents caused by a variety of human factors, medical conditions of the participant and/or X-Cell Aviation personnel, whether any of these conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, negligence or error of any kind; and WHEREAS, the undersigned agree to assume any and all risks of participation in any part of the X-Cell Aviation program, including airplane rides, and freely and voluntarily choose to participate in these activities with full knowledge of these risks:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, the undersigned hereby agree as follows:

1. Waiver of Claims. In consideration of being permitted to participate in the X-Cell Aviation program, including airplane rides and rental, I waive, release and discharge any and all claims of any kind whatsoever that I may have against X-Cell Aviation and its shareholders, officers, directors, employees, agents, and representatives, (all of whom shall hereafter be referred to as the "Releasers"), including but not limited to any claim for damages, relief or compensation which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the X-Cell Aviation program including airplane rides and rental.

2. Hold Harmless. To exempt, absolve, hold harmless and indemnify the Releasers of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death or loss while participating in any part of the X-Cell Aviation Program including airplane rides and rental , even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releasers, or from any other cause. The parent or legal guardian of any minor named above hereby expressly agree to indemnify and hold harmless the Releasers from any claims, losses, costs or expenses of any kind, including attorneys' fees, which Releasers may incur as a result of any lawsuit, claim or demand made by said minor against Releasers for any of the activities contemplated herein, to include but not limited to any such lawsuit, claim or demand asserted against Releasers after said minor reaches the age of majority.

3. Covenant Not To Sue. I hereby covenant not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation, which I may have by reason of injury, death, damage or loss of any kind whatsoever relating to the negligence on the part of any or all of the Releasers arising out of my participation in any part of the X-Cell Aviation program including airplane rides and rental.

4. Scope. That this Release shall be effective and fully binding upon my heirs, next of kin, executors, administrators, and assigns in the event of my death.

We have been given ample time to read this Release, and each of the undersigned fully accepts its contents and conditions and agrees to them by signing this Release voluntarily. We are aware that by signing this Release that we are waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigned may have against the Releasers,

Date: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_

PARENT OR LEGAL GUARDIAN: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## Billing

All charges are billed immediately when the rental aircraft is returned. An accepted Credit Card must remain on file with X-Cell Aviation EVV Inc. for billing of fees. All fees will be billed to this Credit Card. Renter is responsible for any and all collection fees to include attorney and court costs. in the event lawful action is required for non payment. I authorize X-Cell Aviation to bill the following card for all fees.

Print \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

Credit Card # \_\_\_\_\_ Exp: \_\_\_\_\_ CVV# \_\_\_\_\_

Billing Zip Code \_\_\_\_\_