AIRCRAFT RENTAL AND HOLD HARMLESS AGREEMENT

This Rental agreement shall govern the relationship between NextGen Flight Academy, referred to as Company, and _____, here in after referred to as Renter, for all rental transactions between Company and Renter. This agreement replaces any previous agreement.

- Rental aircraft and training services are paid for on a pay as you go basis; no credit will be extended to students or Renters by NextGen Flight Academy Inc. Payment is expected upon receipt of services. Any all monies, paid to Company as deposit and or in advanced payment, cannot be remedied for cash, once funds have been submitted to Company by renter / student pilot; those funds are treated as a gift certificate purchased. No Refunds under any circumstances.

- Rental rates are as posted. Rental time is based on the Hobbs meter time rounded up to the next 1/10th hour.

- Aircraft may be scheduled in person, online via schedule software, or over the telephone during business hours. Renter agrees to schedule aircraft when their plans are definite and for the amount of time they intend to use the aircraft. Renter will be considered a no-show if aircraft is not dispatched to them within one half hour of the scheduled time, and no attempt to contact Company has been made. At that time the aircraft will be made available to other customers. Further, student pilots are required to contact Company when canceling.

Stipulations for use of aircraft:

1. All renters and students are required to have an active credit card on file with the Company at all times. This card will be billed for any breach of contract as prescribed in this document.

2. For any short notice cancellation the renter will be billed a scheduled hour at the retail rate for loss of aircraft availability and $60.00 a scheduled hour if flying with an instructor. A short notice cancellation is specified as 24 hours or less before the scheduled time slot.

3. The following flight prohibitions exist for Company aircraft:

- Spins and Aerobatic maneuvers in all airplanes except when done under the direct supervision of a qualified CFI.

4. Renter agrees to use Company aircraft for their business and personal purposes and is in no way authorized to act as an agent of the Company. Renter will not conduct flights for the purpose of giving

flight instruction or any other commercial purpose unless written permission is given by company or the individual is a current contractor or employee of Company.

5. Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type aircraft to be operated. Further, the Renter must possess a current FAA issued medical certificate appropriate for the type of operation to be conducted or have Basic Med that is valid and current. Renter must have the appropriate pilot's certificates, medical certificates, and photo identification on their person during flight and must be filed with NextGen Flight Academy.

6. Renter will provide background information to the Company of: (i) Any incident or accident, major or minor, they have ever been involved in whether or not Company aircraft was involved: (ii) Any action taken by Federal, State or Local authorities against their certificates.

7. Renter agrees to engage in, and pay for, flight checks and aircraft checkout by the appropriate Company flight instructor for every aircraft the Renter intends to rent from the Company. Renter further agrees to flight checks for any of these conditions/situations:

a. Renter has not flown any Company aircraft in 30 or more days.

b. IFR proficiency flights.

c. Company currency for night flight requires 3 takeoffs and landings to a full stop every 90 days. 10 hours of night flying (3 hours of which were accomplished within the preceding 90 days) are required for any flight which will take the aircraft out of the local traffic pattern. If these requirements are not met, the intended cross-country flight with one of the Company's flight instructors is required.

8. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in an un-airworthy condition assumes all liability and responsibility for any damage or injury that may result from such action.

9. Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including: preflight inspection, pre-engine startup, engine startup, taxi, takeoff, cruise, landing, engine shutdown, and post-flight.

10. Renter will ensure that the aircraft is operated with:

1. Proper quantity and type of engine oil

2. Proper octane of fuel

3. Adequate fuel is loaded for the intended flight.

11. Renter is responsible for the proper operation of all equipment in the aircraft including, but not limited to: communication and navigation radios, GPS, autopilot, etc.

12. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103) for all flights.

13. Renter will never interfere with the operation of the Hobbs or tachometer of an aircraft. This includes: disconnection of wiring, pulling of fuses or circuit breakers, setting of flight controls into unsafe positions.

14. Renter agrees to adhere to the aircraft dispatch policies in use by the Company. Although not mandatory for certificated pilots. Renters are strongly encouraged to file an FAA flight plan for all cross-country flights. Renters are required to attach a copy of the flight plan and navigational log (or copy of sectional) to the aircraft dispatch form and fill out Company cross-country documentation in the front office.

15. For Renters who are Student pilots:

a. Solo students must file a Solo Flight Plan with their instructor for every solo flight.

b. Solo students will not operate airplanes when the crosswind component exceeds their individual endorsed limits.

16. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:

a. Flight control/gust locks in place.

b. Master and ignition switches off.

c. Seat belts secured inside the aircraft.

d. Doors installed and locked/baggage compartment locked.

e. Chocks in place.

f. Tie-downs secured.

g. Propeller covers, pilot tube covers, cabin covers/sunscreens installed.

h. Trash removed from the interior and baggage compartments.

i. Cleaning of any mess caused by liquids or solids dropped, spilled, excreted or vomited within the interior of the aircraft.

Renter will be charged $100.00 for a dead battery due to master/battery switch being left on, a $50.00 charge for failing to attend to all items a-h. and $100.00 for failing to attend to item i. Renters will ensure there are no flat spots on the tire and will return with no flat spots or a tire replacement fee of $100.00 will be added to the bill. Renter agrees to always return the aircraft in a ready-to-fly condition when checked in at Company.

15.Renter is responsible for landing, tie-down, and departure fees or taxes at airports other than the home airport. If the renter fails to pay any fees and company gets billed after the fact then company reserves the right to bill and charge the customer.

16.Renter agrees to return the aircraft at the agreed time and place. Renter will inform Company as soon as possible if the aircraft is to be kept longer than originally planned.

17.Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems. Company is not responsible for incidental costs that may be incurred by the Renter or passengers in the event that the aircraft cannot be returned to the home airport in this case. This includes: telephone calls, rental cars, hotel rooms, airline tickets, and meals. Further, the Company shall not be responsible for any airport charges incurred for non-maintenance related delays.

18.For reasons other than those resulting from conditions described in the above item. Renter shall remain responsible for the aircraft and will pay all costs incurred to return the aircraft to Company. At its option, Company reserves the right to charge the Renter for "loss-of-use", estimated revenues that would have been earned from flights and instruction that were scheduled or were anticipated to be scheduled had the aircraft been returned as required.

19.Renter understands that he/she is prohibited from:

a. Hand-propping to start an aircraft.

b. Carrying pets without express and written approval of Company.

c. Smoking, or allowing smoking, in or near an aircraft.

d. Consuming food or beverages, other than water, in an aircraft.

e. Operating an aircraft in violation of terms of this agreement.

f. Starting, taxiing, or flying an aircraft while under the influence of alcohol or drug(s).

g. Operating in violation of: (i) provisions of the Federal Aviation Regulations (14 CFR); (ii) in violation of any Letter of Agreement executed by Company with the home or local airports.

h. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices, or Company operating procedures.

i. Operating the aircraft outside the continental United States of America.

j. Operating outside VFR weather minimums. Company VFR weather minimums are prescribed for local area (within 25 nautical miles of KRAL) 2,500 foot ceiling and 5 statute miles visibility. Beyond 25 nautical miles 5,000 foot ceiling and 10 statute miles visibility. For a long cross country (over 50 nautical miles) 10,000 foot ceiling and 10 statute miles visibility. No wind over 20 knots and no cross wind over 15 knots for the Cessna 172 and see POH for operating limitations on all other planes; if POH indicates lower than NextGen Flight Academy limitation those POH restrictions take precedence.

k. Operating at unlit airports during night operations.

l. Operating at airports with unpaved runways and/or taxiways. Non-pavement operations will not be allowed at any airport.

m. Operating at airports where intended runways have usable lengths of less than 3,000 feet.

20.Renter agrees to operate the aircraft from the Pilot in Command (PIC) seat (left seat) as the sole manipulator of the controls. Right seat PIC flying is for CFI students only.

21.Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.

22.In the event of accident or incident involving Company aircraft. Renter will act according to the tenets of NTSB Part 830, particularly:

a. Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.

b. Notifying and cooperating with the proper Federal, State, and Local authorities.

c. Reporting the event to Company as soon as possible using the emergency communication protocol included with the aircraft documents.

d. Seeking to gather names and addresses of any witnesses to the event.

e. Preparation and filing of the required appropriate forms.

23.Renters are strongly encouraged to obtain renters insurance. If Renter does not, or cannot, obtain rental insurance they will be responsible to pay $3,500.00 for the insurance deductible. Further, Renter may be held responsible for aircraft loss of use charges. While the insurance covers the Renter to operate the aircraft, if it is deemed the “pilots fault” the Renter may be liable for damages due to subrogation.

Aircraft Rental Policy Provider _____

Policy Number _____

I authorize Company to file a claim on my behalf if one is due with my above listed rental policy provider. Signature on the last page of this document signifies authorization.

24. Advanced deposits or monies to remitted to Company by renter/student pilot for the purposes of flight training progression and or intention of future aircraft rentals by the renter / student pilot, shall automatically be considered by the student / renter as an non cash redeemable and non-expiration gift certificate to be used for any services and or goods Company provides to its renters / students pilots. Furthermore these funds are non-transferable to any other person(s) unless otherwise stated and approved in writing by Company Management.

25. Company will reimburse Renter for aircraft fuel and engine oil purchased at airports other than the home airport at or up to the prevailing rate paid for these items at the home airport; the lower of the two will be paid. Renter must present original receipts in order to receive credit.

26. Renter indemnifies and holds harmless Company against any loss, damage or expense (including, without limitation, taxes, penalties, interest and reasonable attorney’s fees) asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action, or judgment which may arise by reason or in connection with Renter’s operation of Company aircraft under this agreement.

27. Company reserves the right to cancel or change this agreement at any time without prior notice to Renter. Any previous rental agreements made with Company will be null and void as of signing this agreement and this agreement will be retroactive as of the original signed agreement if an original signed agreement exist.

Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions.

By signing below, you agree to all stipulations and sections listed in this document.

Student/Renters Printed Name: _____

Student/Renters Signature: _____

Date: _____

For all Minors, please have your Parent Sign below in person:

Parental Guardian Printed Name: _____

Parental Guardian Signature: _____

Date: _____