

14415 N. 73rd Street, Suite 115, Scottsdale, Arizona 85260 (800) 324-6787, (480) 483-7844, Fax (480) 483-8299

PILOT EXPERIENCE FORM						
Name of Policyholder: _				_		
Make & Model Of Aircra	ıft Insured:		(N#:	)		
Pilots Name:		Drivers License #:		State Issued:		
		City:				
		Home:				
E-Mail Address:						
Date Of Birth:	_ Occupation:	Occupation: Employer:				
<b>.</b>						
		Medical Certificate	e Date:	Class:		
Medical Waivers:						
	[ ] Instrume	[ ] Private [ ] Commonton [ ] Multings:	ılti Engine Land	[ ] Multi Engine Sea		
Date of Last Biennial Fligh	nt Review:	Date of Last Instru	ment Competend	cy Check:		
Other Recurrent Training (	FAA Wings Pro	gram, etc):				
Flight Experience:						
Total Logged Time	:	Hours In The Insur	ed Aircraft:			
Retractable Gear:		Tailwheel:		Engine:		
				ring TBN:		
		Multi-Engine Sea:				
Aircraft Type Rated		<i></i>		<i>C</i>		
		es & for which aircraft):				
, and the same of						
		aircraft accidents or inciden		[ ] Yes		
, ,		e Suspended or Revoked? [		res		
or illegal drugs?		uspended or Revoked or you				
I certify that the statements in has been withheld or suppress		and complete to the best of my	knowledge and tha	t no material information		

Pilot's Signature:

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

## **Terms of Aircraft Use and Rental Agreement**

THIS AGREEMENT (the "Agreement") is entered into between SWAZaviation, LLC ("SWAZ"), with its principle place of business located at 4562 E Mallory Cir Unit 116 Mesa, AZ 85215, and:

Renters	Name:		_			
Address	::		_			
City:	State:	Zip code:				
("Rente	r") and shall be effective as	of	(date).			
			RECITALS			
WHEREAS, SWAZ is engaged in the business of providing services involving aircraft rental and Instruction;						
WHEREAS, Renter desires to rent SWAZ' aircraft for the purposes of attaining their pilot certification, additional ratings, or for leisure.						
NOW THEREFORE, SWAZ and Renter agree as follows:						
Scheduling and Cancellations						
I. Cancellations or No Shows						
1) Flight Instructor time: when cancelling a session with a flight instructor, every						
effort should be made to do so at least 24 hours in advance. We reserve the right to						
charge a 50% cancellation fee of the total blocked time whenever a scheduled						
event is cancelled with less than 24 hours advance notice.						
2) Aircraft Time: when cancelling reservations for an aircraft, every effort should be						
made to release the aircraft (cancel the reservation) at least 12 hours in advance.						
	We reserve the right to charge a 50% cancellation fee of the total blocked time					
	whenever an aircraft reservation is cancelled with less than 12 hours advance					
	notice.					

3) **Unused Reservations**: Both Flight Instructor and Aircraft reservations which go unused based on booked time vs used time will be subject to the same manner as cancellations within as described in

1) and 2) above. (Example: Booking an aircraft from 11:00AM-5:00PM but only flying 12:00PM-2:00PM will be subject to paying 50% of their original booked time if not adjusted correctly before the flight and right after the flight on the scheduling website).

## II. Aircraft Rental

- 1) Basis of Charge: All charges for use of an aircraft will be based on operation time accrued as measured by the aircraft Hobbs meter (not the "Tach Time" or "airtime") or, in the event of an overnight rental, the minimum charge specified below, whichever is greater.
- 2) **Hourly Rates**: Aircraft rental rates are for the use of the aircraft on a "DRY" basis. Renter is responsible for fuel. Aircraft will be refilled to "tabs" for Piper aircraft or "topped off" for Cessna aircraft on return to base and renter will be charged for the fuel needed to refill the fuel tanks to their dispatch fuel state. If fuel is not refilled, SWAZ will charge appropriate renter a fee of the fuel charge plus 10%.
- 3) **Honoring Schedules**: Safe operations notwithstanding, all aircraft should be returned to KFFZ in a timely manner. Should circumstances prevent returning at or before the end of the scheduled rental period, every effort should be made to notify SWAZ as soon as possible.

#### 4) Flight Rules and Restrictions:

- a. Renter accept full and sole responsibility for the operation of the aircraft and for compliance with all with Federal Air Regulations as well as any/all applicable state and local rules and regulations.
- b. Renter understands that flights outside the state of Arizona or to any Class B International airports are prohibited unless individually and specifically approved, in advance, in writing, by SWAZ management.
- c. Renter accepts sole responsibility for any and all charges and fees including, but not limited to fueling and defueling fees, landing fees, ramp fees, servicing charges, incurred or ascribed to the operation of the aircraft, from the time the aircraft is checked out, until it is returned.
- d. Renter understands that, except in an emergency, operations to/from unimproved airfields are prohibited. SWAZ aircraft are to be flown into and out of paved runways.
- e. Renter understands and agrees to comply with the follow safety rules.
- i. hand propping or battery "jumping" situations need to make contact to SWAZ management;
- ii. smoking in or near the aircraft is prohibited;
- iii. operating an aircraft in any manner (starting, taxiing, or flying) while under the influence of alcohol or drugs as defined by FAR's is prohibited.
- iv. Renter will wait a minimum of 24 hours before flying after a blood donation.
- 5) **Minimum Rental Fees**: All multi-day rentals are subject to a minimum 3 hour rental charge for every night the aircraft is away. Charges for multi-day rental will be the GREATER of actual Total Hobbs Time or 3 hours per night away.

#### III. Instruction

- 1) Basis of Charge: As professionals, SWAZ flight instructors are billed on the basis of time scheduled. Instruction billing time begins at the pre-appointed start time, and ends at the completion of the post lesson debriefing. (For example, if a 4 hour lesson ends a half hour early, the client is only billed for 3.5 hours. If the lesson goes thirty minutes over, the student is billed for 4.5 hours.) Hours billed are rounded to the tenth of an hour (i.e. 2.1 hours).
- 2) **Authorized Instructors**: Renter understands that SWAZ flight instructors are the only individuals authorized to instruct in SWAZ aircraft. Giving or receiving flight instruction by or from any flight instructor not specifically authorized by SWAZ is prohibited.

## **IV. Documentation:**

Renter is required to maintain the following on file with SWAZ:

- Pilot Certificate issued by FAA
- Current FAA Medical Certificate
- Proof of identification: either
- Valid, unexpired passport
- Unexpired government issued photo ID (state driver's license, military ID, government departmental photo ID and so forth)

#### V. Pilot Requirements:

- 1)**Check-out**: Renter must demonstrate a sound working knowledge of and ability to proficiently and safely operate each aircraft make/model to be rented PRIOR to renting any SWAZ aircraft for solo/non-instructional flights.
- 2) **Currency**: Renter must meet the currency requirements of the Federal Aviation Regulations. Additionally, whenever Renter has not flown a previously authorized make/model with SWAZ within 90 days, a flight checkout is required.
- 3) **Commercial Use**: Renter understands that commercial use (as defined by FARs) of any SWAZ aircraft is strictly prohibited.

#### VI. Maintenance

**Discrepancies**: Renter will report/record any maintenance discrepancies or inoperative equipment when returning the aircraft. If a renter discovers damage to any part of the aircraft during preflight he/she must immediately notify SWAZ prior to flight to insure proper documentation.

**Malfunctions and Repairs**: Any repairs away from KFFZ requires approval from SWAZ Management (480-678-8888) in advance of any such repairs/maintenance.

Renter agrees to notify SWAZ immediately if involved in an accident or incident (this includes a propeller strike).

Renter agrees not to leave/abandon the aircraft at any airport other than Falcon Field Airport. The Renter will be charged pilot expenses plus flight time to return the aircraft to KFFZ.

Renter agrees to pay for the repair and/or replacement costs for any damages caused solely by Renter through negligence, failure to comply with the FARs, the AIM, and/or failure to follow proper procedures stipulated in the aircraft pilot operating handbook or flight operations manual.

## VII. Fuel and Oil

**Fuel**: Fuel is NOT included in the hourly rental fees. Aircraft are rented on a DRY basis. Aircraft will be returned with fuel equal to their fuel level at the beginning of the rental period. Renter is responsible for the cost of fuel added to return the aircraft to its pre- dispatch fuel state (either full tanks or "to the tabs").

**Engine Oil**: Oil is included in the rental. Any oil needed prior to departure can be acquired from SWAZ. If planning a cross country flight, additional oil can be obtained. Should oil be needed while away, a receipt for the purchased oil should be submitted for reimbursement/credit when returning the aircraft.

#### VIII. Securing the Aircraft

SWAZ parking spots at KFFZ are on the Echo ramp outside uncovered tiedowns. The rented aircraft should be parked at the same spot it was taken from, unless otherwise notified.

Renter agrees to properly secure the aircraft utilizing available tie downs and wheel chocks, ensuring that flight control surfaces are secured, installing sunshades when available. Failure to properly secure the aircraft may lead to damage for which the Renter will be held responsible.

Renter agrees to treat the aircraft properly, keep it clean and return it to the line in a clean condition (cockpit cleaned of debris, ect.). SWAZ is not responsible for personal items left in the aircraft. Renter further agrees to reimburse the aircraft owner and/or SWAZ for any/all costs associated with remedying the situation should the aircraft not be returned in proper condition.

### IX. Insurance Policy

The owner has insurance for the benefit of SWAZ, its owners, contractors and renters who operate aircraft properly. This policy does not provide any coverage to a renter who operates rental aircraft in a negligent manner should a claim be made and the Renter would be subject to pay the insurance deductible.

### X. Payment

Payment for rental and instructional services are due upon completion of the flight or ground training session.

On past due accounts or returned checks, renter shall be subject to late payment fees that will add **5%** of the initial bill per week until the total accrued amount has been paid.

A 5% fee may be charged for any refund on an account. Refunds may take up to 30 days to process.

In the event SWAZ needs to engage in the legal service to enforce the terms and conditions set forth herein, the Renter agrees that Renter is responsible for all reasonable attorney fees and costs until the dispute is resolved.

I HAVE READ AND I UNDERSTAND THE ABOVE CONVENANTS, RESTRICTIONS, AND REQUIREMENTS OF THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

This Agreement is entered into upon execution by each party's duly authorized representative, as set forth below.

Renter Printed Name Renter Signature Date

SWAZ Representative SWAZ REP Signature Date