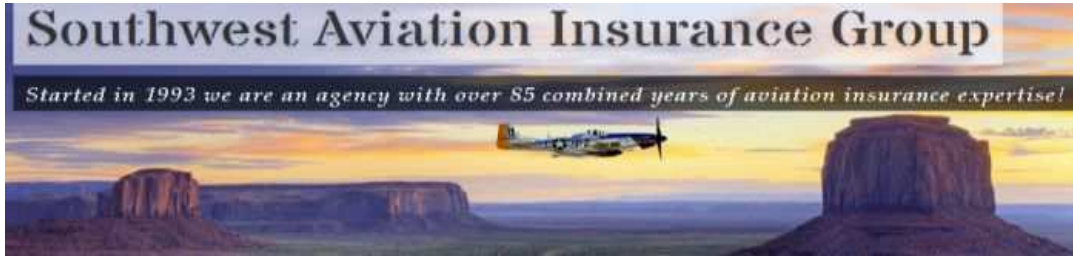


SWAZaviation, LLC

Aircraft Rental Agreement



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 Aircraft Insured: _____ (N#: _____)

Pilots Name: _____ Drivers License #: _____ State Issued: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Numbers: Day: _____ Home: _____ Fax: _____

E-Mail Address: _____

Date Of Birth: _____ Occupation: _____ Employer: _____

Pilot Certificate #: _____ Medical Certificate Date: _____ Class: _____

Medical Waivers: _____

Type of License & Ratings: Student Private Commercial ATP Rotorwing
 Instrument Seaplane Multi Engine Land Multi Engine Sea
 Type Ratings: _____

Date of Last Biennial Flight Review: _____ Date of Last Instrument Competency Check: _____

Other Recurrent Training (FAA Wings Program, etc.): _____

Flight Experience:

Total Logged Time: _____ Hours In The Insured Aircraft : _____

Retractable Gear: _____ Tailwheel: _____ Multi-Engine: _____

Turbo Prop: _____ Turbo Jet: _____ Rotorwing TBN: _____

Single-Engine Sea: _____ Multi-Engine Sea: _____ Rotorwing Piston: _____

Aircraft Type Rated In: _____

Factory Schools Attended (give dates & for which aircraft): _____

Have you ever had or been involved in any aircraft accidents or incidents? No Yes
 If Yes Explain: _____

Have you ever had your FAA Pilots License Suspended or Revoked? No Yes
 If Yes Explain: _____

Have you ever had your Drivers License Suspended or Revoked or you have been convicted of a DUI or DWI, or illegal drugs?
 No Yes, If Yes Explain: _____

I certify that the statements in this form are true and complete to the best of my knowledge and that no material information has been withheld or suppressed.

Date: _____ **Pilot's Signature:** _____

Initials: _____

SWAZaviation, LLC
Aircraft Rental Agreement
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: _____

("Renter") 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

Initials: _____

SWAZaviation, LLC

Aircraft Rental Agreement

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. When using a key to access airport, fill out the key log at the front door.

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. If you return after your booked time and runs into the next scheduled booking, you will be liable for 150% of airplane rental cost for how long you ran into the next scheduled booking.

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, maintenance labor costs outside KFFZ if maintenance is required, 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.

SWAZaviation, LLC

Aircraft Rental Agreement

6) **Lost SWAZ items:** Keys from the lockbox to gain access to the airport, if lost, will occur a \$25 lost key fee if not returned to the lockbox after your flight. If the SWAZ checklists in the airplanes are lost, there will be a \$25 fee for replacement. If borrowing a SWAZ Stratus and not returned, there will be a \$850 fee. If borrowing a headset and not returned, there will be a fee of equal or greater value of the lost headset.

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)
- Signed Renters Agreement

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.

Initials: _____

SWAZaviation, LLC

Aircraft Rental Agreement

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 at the price of \$8/qt 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 and pitot covers 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. There will be a \$150 cleanup fee for vomit.

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.

Initials: _____

SWAZaviation, LLC
Aircraft Rental Agreement

No refunds for block hours purchased.

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
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_____ SWAZ Representative	_____ SWAZ REP Signature	_____ Date
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