

Student and Renter Agreement Contract



This agreement is entered into between Beverly Flight Center, Inc. (BFCI) with its principal place of business located at Beverly Airport/West Side, Danvers, MA 01923 and “Renter” and shall be effective as of:____/____/____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Reservations - Scheduling and Cancellations		Initials
1	I understand that if I cancel without a valid reason that I must do so at least 18 hours prior to the scheduled appointment. For any cancellations, without a valid reason, less than 18 hours prior to the scheduled appointment a \$65 fee will apply for instructors scheduled and a \$75 fee for airplanes scheduled as applicable. (BFCI reserves the right to determine what is and is not valid reason for cancellations.)	
2	I understand that if I do not show up for my scheduled appointment and do not call and cancel as described in item 1 of this contract (“no-show”), BFCI reserves the right to charge me a \$65 fee will apply for instructors scheduled and a \$75 fee for airplanes scheduled as applicable.	
3	I understand that students will learn to fly in the widest variety of weather conditions that are both safe and legal. Independent of the weather, I will attend every lesson as scheduled unless explicitly told not to by Beverly Flight Center, Inc. (BFCI) or my flight instructor.	
4	I understand that multi-day reservations for aircraft rental will only be made by the front desk.	
5	I understand that if I am more than 20 minutes late to my appointment <i>without notifying BFCI</i> , the aircraft will be considered available for rental to other customers.	
6	I agree to return the aircraft at the scheduled return time unless technical problems with the aircraft or flight conditions make this impossible or unsafe. I will notify the BFCI dispatcher at the earliest possible time in the event a late return is anticipated. I agree to pay a one hour penalty fee if a late return is due to any factor other than a mechanical problem or an unsafe flight conditions issue if the late return causes scheduling delays for a subsequent renter.	
Aircraft Rental and Operations		Initials
7	I understand that all charges for use of an aircraft are based on operation time as measured by the aircraft Hobbs meter – not the Tach or “airtime.”	
8	I understand that aircraft rental rates include the cost of local fuel and the maximum fuel reimbursement is set to BFCI’s local fuel rate. Fuel reimbursements will be credited with proof of the transaction (receipt).	
9	I will plan my flight (taking into account weather and other possible delays) to return the aircraft at the agreed time.	
10	I will remove my personal belongings from the aircraft and I understand that Beverly Flight Center, Inc. (BFCI) is not responsible for my belongings. I will leave the aircraft as clean as or cleaner than I found it. *The renter will be charged for cleaning services if the aircraft is returned with a soiled interior or if trash is left in the cabin*	
11	I will maintain controlled flight, within the limits of the pilot operating handbook, at all times and will not intentionally spin the aircraft unless with a flight instructor, who is providing spin training.	
12	I acknowledge that as Pilot In Command, I have the final authority and responsibility for determining that the aircraft is airworthy for further flight as well as for determining the limitations of my ability to continue any flight.	

13	<p>BFCI customers must guarantee a minimum number of usage hours for day-long rentals are as follows:</p> <ul style="list-style-type: none"> • 3.0 hours per day, Monday through Friday • 4.0 hours per day, weekends and holidays • 15 hours for any consecutive five-day period 	
	<p>If the renter operates less than the required minimum hours, they will be billed at the normal hourly rate for the actual time flown, plus the following rates for the remaining deficit:</p> <ul style="list-style-type: none"> - C-172 \$110/hr - Piper Warrior \$110/hr - Piper Archer \$125/hr - PiperArrow \$135/hr - PiperSport \$95/hr - Piper Apache \$180/hr - Cirrus SR20 \$250/hr 	
14	<p>In the case of a weather related or personal issue where I cannot return the airplane to BFCI, I acknowledge that I will be responsible for all expenses in retrieving the airplane. In the case of mechanical problems, BFCI is responsible for the expenses in retrieving the airplane and rental pilot.</p>	
15	<p>I will not allow any other person to act as Pilot In Command of the aircraft unless the renter has rented the aircraft from Beverly Flight Center, Inc. (BFCI) for the express purpose of taking flight instruction from Certified Flight Instructors or FAA Designated Examiners, approved in advance by BFCI. I will not sublease, sub-rent, or otherwise allow other individuals to operate the aircraft rented from BFCI. I will not operate the aircraft in any race, speed test or contest, unless specifically approved in writing by BFCI.</p>	
16	<p>I shall not employ, or otherwise use the services of any person working for BFCI (including but not limited to Flight Instructors), in any manner outside of a standard BFCI business transaction, without prior written consent from the BFCI president or general manager. I agree that violation of this provision shall be subject to liquidated damages in the amount of the sum of Ten Thousand United States Dollars (US \$10,000) payable to BFCI for its lost investment.</p>	
17	<p>I agree to pay for all of the actual expenses, including attorneys' fees and costs, as well as all costs of collection, incurred by BFCI arising out of any dispute under any rental agreement. Any dispute arising out of this agreement of the operation of the aircraft described herein, shall require that the parties subject the dispute to Arbitration prior to the filing of any formal legal action. Any dispute arising out of this agreement shall be submitted under the laws of the Commonwealth of Massachusetts, the United States of America, and shall be resolved within the confines of Essex County, Massachusetts.</p>	
	Fuel	Initials
18	<p>Aircraft fuel levels are not guaranteed. I understand that it is my responsibility to decide whether I need fuel and to ensure the aircraft fuel levels and FAA mandated fuel requirements are met for my flight.</p>	
19	<p>I understand that any oil needed prior to departure can be acquired from Beverly Flight Center, Inc. (BFCI). Reimbursement for oil purchased elsewhere will be credited with proof of the transaction (receipt).</p>	

	Required Procedures	Initials
20	<p>I will perform a thorough Pre-flight and Post-flight inspection:</p> <p>Pre-flight - I will not fly the aircraft unless I am satisfied it is airworthy and I will report any damage to the front desk immediately as I am liable for all undocumented damage upon the aircraft's return.</p> <p>In-flight - I will note all mechanical, electrical, system failures and report them to BFCI when the aircraft is returned.</p> <p>Post-flight - I will fill out the checklist provided, record all discrepancies in the aircraft binder, and report them to the front desk.</p>	

21	For any flight with passengers, I will complete a weight and balance calculation prior to takeoff.	
22	I will not hand prop any Beverly Flight Center, Inc. (BFCI) aircraft.	
23	I will not fuel any Beverly Flight Center, Inc. (BFCI) aircraft while the propeller is turning or while the key is in the ignition.	
24	I will observe and accept full and sole responsibility for abiding by all Federal, State, and Local regulations.	
25	I will only land at paved airports with runway lengths more than 3,000 feet that are documented in the current Airport Facilities Directory (AFD).	

26	When parking, I will stop the aircraft and not directly line up behind another aircraft in the BFC line and manually push it back into its tie down.	
27	I will properly secure the aircraft using tie downs and the control lock. Failure to do so may lead to damage for which I will be held responsible.	
28	I will not ENTER OR EXIT the aircraft with the engine running and will NOT wear open toe shoes when flying any aircraft.	
29	When entering and exiting the aircraft, I will always enter from behind and exit toward the back of the aircraft.	
Instruction		Initials
30	I understand that Beverly Flight Center, Inc. (BFCI) flight instructors are billed on the basis of time scheduled. Instruction billing time begins at the scheduled start time, and ends at the completion of the lesson.	
31	I understand that Beverly Flight Center, Inc. (BFCI) instructors are the only individuals authorized to instruct in these aircraft. Giving or receiving flight instruction by or from any flight instructor not specifically authorized by Beverly Flight Center, Inc. (BFCI) is prohibited.	
Documentation		Initials
32	I will provide and maintain the following on file at Beverly Flight Center, Inc. (BFCI): <ul style="list-style-type: none"> ● Proof of citizenship (valid, unexpired passport or birth certificate accompanied by an unexpired government issued photo ID) ● Current FAA Medical Certificate ● Pilot certificate ● TSA authorization, if I am other than a US citizen. ● Proof of Insurance 	
Solo / Non-instructional flight		Initials
33	I understand insurance requires a checkout in every make, model and revision of aircraft that I rent, and again whenever I go 90 consecutive days (45 days for PiperSport and Cirrus SR20) without renting from Beverly Flight Center, Inc. (BFCI).	
34	I will not operate the aircraft for commercial use per the FARs. When splitting the cost of a trip I will ensure that all associated funds are processed through Beverly Flight Center, Inc. (BFCI). I will not provide instruction nor accept instruction from anyone not specifically authorized to do so by Beverly Flight Center, Inc. (BFCI). I will demonstrate compliance by providing my logbook and my passenger's logbook for inspection at the request of BFCI.	

Cross-Country Flights		Initials
35	I will not fly outside the 48 contiguous United States without specific permission from Beverly Flight Center, Inc. (BFCI), which will not routinely be provided.	
36	For flights beyond 50NM, I will request flight following. I will notify Beverly Flight Center, Inc. (BFCI) of every airport of intended landings.	
37	I will leave BFCI prepared to purchase fuel at every airport of intended landing.	
38	I understand that Beverly Flight Center, Inc. (BFCI) will not reimburse me for tie down or landing fees.	

39	I will inform Beverly Flight Center, Inc. (BFCI) immediately if delayed for weather or maintenance issues. I understand that I will be responsible for any expenses associated with the delay such as rental car fees, accommodations, etc.	
40	I understand I will be responsible for any costs associated with the delayed return and retrieval of the aircraft in the event the aircraft is not returned to Beverly Flight Center, Inc. (BFCI) as scheduled because of unanticipated weather issues or mechanical issues I may have caused.	
41	I understand that I am not allowed to fly at night without a BFCI instructor unless I hold an instrument rating. I will conduct all night flights outside of the KBVY environment under a VFR or IFR flight plan.	

Accidents and Repairs		Initials
42	I will call Beverly Flight Center, Inc. (BFCI) to request approval of any repair and will not attempt repair myself.	
43	I hereby indemnify and hold Beverly Flight Center, Inc. (BFCI) harmless of, from and against any and all loss, cost, and attorney's fees and/or liability in connection with this contract.	
44	I agree to immediately report all accidents, major and minor, to Beverly Flight Center, Inc. (BFCI). I will provide the names and addresses of witnesses and involved parties. In the event of an accident I will not move the aircraft unless expressly authorized to do so by Beverly Flight Center, Inc. (BFCI).	
45	<p>I fully understand that if I damage any aircraft, I will be liable for the deductible of \$2,500. It is required that I purchase personal renter's aircraft insurance.</p> <ul style="list-style-type: none"> • <i>BFCI aircraft are insured for liability and hull damage with a deductible for which the renter may be liable. The deductibles are: \$2,500.00 for single engine non-complex; \$5,000 for the Piper Arrow and Piper Sport; and \$7,500 for the Piper Apache. The renter may be liable if he/she causes damage to other aircraft, persons, or property. We require that renters purchase an "Aircraft Renters Insurance Policy" from an independent insurance company to protect themselves in situations where they may be found negligent or responsible for damages.</i> • <i>The renter shall be personally responsible and hold harmless anyone connected to BFCI for the costs of defense, sanctions, and of all expenses incurred for any alleged violation of law; rule, or procedure brought against the renter or against BFCI relating to the renter's conduct.</i> 	
46	I will pay for any loss or damage to the aircraft or to other persons or property caused in whole or in part by my neglect, 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.	
47	I will accept the liability and responsibility for the repair or replacement of the aircraft for the full amount of losses sustained by BFCI, including lost rental income and liability claims against BFCI which arise out of an accident or incident caused by the renter's negligence, carelessness, recklessness, or violation of any of the provisions of this agreement. The manner in which the loss of rental income will be calculated will be that, beginning the day of the damage to the aircraft, BFCI shall utilize an aircraft to replace the damaged aircraft in its fleet. The total time of the subfleet of BFCI aircraft, including the replacement aircraft, of the category, class, and type of aircraft that was damaged, will be computed until the date that the damaged aircraft is returned to service. The total of this subfleet will then be divided by the total number of aircraft in the subfleet to determine the average flight time lost for one such aircraft. That average lost time will be used to calculate the lost revenue to BFCI by multiplying the lost use of time by the current hourly rental rate for that type of aircraft less fuel costs.	
Payment		Initials
48	I will pay for my lesson and rental promptly upon the return of the aircraft or end of my lesson.	
49	I understand Beverly Flight Center, Inc. (BFCI) does not provide credit. If time of day or system outage prevents immediate payment, I will pay my account balance prior to my next flight. I agree to allow Beverly Flight Center to charge my credit card for the full amount of my unpaid balance.	

50	<i>Customers will receive a 5% bonus on cash, check, or money order deposits of \$1,000.00 or more. For example, a \$1,000.00 deposit will be credited as \$1,050.00. Check deposits of \$1,000.00 or more must be in the form of a bank check. No discounts are available for credit card or debit card deposits. No discount will be received if a customer has a negative balance on their account at the time of deposit. If a customer closes their account, BFCI will reclaim the remaining 5%.</i>	
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NORTH SHORE COMMUNITY COLLEGE STUDENTS <u>ONLY</u>		Initials
51	I understand as part of the North Shore Community College (NSCC) flight training program I am required to follow the approved syllabus for training. I understand I am required to request, review, and learn the contents of each upcoming scheduled flight lesson BEFORE the scheduled flight lesson. I understand it is my responsibility to obtain this information and to communicate with my flight instructor a minimum of 24 hours before a flight lesson.	
52	I understand if I am unprepared for a flight lesson (including not having the required supplies in a flight bag) and/or have not reviewed the required knowledge subjects assigned for that lesson (see #52 above) I am liable for the cost of renting the aircraft for an hour at \$75.00 in addition to the flight instruction fee of \$65.00 for a total fee of \$140.00. I will be required to cancel the flight and utilize the flight time to review the knowledge section, with my BFCI flight instructor, that I did not properly prepare for prior to the scheduled lesson.	

I, the undersigned Renter, hereby state, under penalty of perjury, that all of the foregoing statements, identifying information, representations and warranties, are true and correct, and that each of them, are considered by BFCI to be material representations of material facts, upon which BFCI is relying in making its decision whether or not to rent an aircraft to me. I UNDERSTAND THAT, WITHOUT ALL OF THE FOREGOING REPRESENTATIONS AND WARRANTIES HAVING BEEN MADE, AND HAVING BEEN TRUTHFUL, BFCI WOULD NOT CHOOSE TO RENT AN AIRCRAFT TO ME.

In the event Beverly Flight Center, Inc. (BFCI) needs to engage in the legal service to enforce the terms and conditions set forth herein, I agree that I am responsible for all attorney fees and costs until the dispute is resolved. I have read and I understand the above restrictions and requirements of the rental agreement. I acknowledge that I have been provided a copy of this agreement.

Printed Name: _____

Signature: _____

Date: _____