

# Dynasty Aviation Student/Renter Agreement Policy



First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_

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

Contact Number \_\_\_\_\_ Nationality \_\_\_\_\_

Email Address \_\_\_\_\_

Date of Joining Dynasty Aviation \_\_\_\_\_ Student Pilot Cert. ?  YES  NO

Emergency Contact (Name / Phone) \_\_\_\_\_

Pilot Certificates, Ratings and Endorsements: \_\_\_\_\_

\_\_\_\_\_

Date of Last Flight Review \_\_\_\_\_ Class of Medical \_\_\_\_\_ Due \_\_\_\_\_

Have you had any deviations, incidents, accidents, violations or suspensions of your pilot's license?  YES  NO. If you answered YES, please explain

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand and agree to all the following conditions and clauses. All rentals are subject to this Agreement and any subsequent amendments hereto. This Agreement, whether signed or not, shall constitute the entire agreement between Dynasty Aviation and the Renter. It supersedes any verbal or other agreement between Dynasty Aviation and the Renter. I understand that violation of this agreement may terminate my rental privileges at Dynasty Aviation and put me solely at fault.

Initials \_\_\_\_\_ Date \_\_\_\_\_

We like to celebrate our students' achievements on social media platforms, such as the experience of your first solo and passing a checkride. If you do not wish to participate, please check here:

We want you to fly safely and have fun. PLEASE read the following document carefully before you sign it. Ignorance of its contents will not be an acceptable excuse. Using our aircraft is always under the terms and conditions of the latest revision of this document. These rules may change without prior notice.

### **General Operations**

All students and renters must complete a checkout flight for each Make & Model of aircraft to be rented to demonstrate proficiency, unless waived by the Chief Instructor.

- The pilot-in-command must be a student/renter with an appropriate aircraft checkout by a Dynasty Aviation instructor.
- All solo students and renters must have a current aircraft insurance policy on file with the office for at least **\$40,000** liability, physical and property coverage.
- Aircraft and instructor bookings will be made by Dynasty Aviation instructors.
- Reserving aircraft for preflight purposes is not permitted. If student/renter does reserve an aircraft for preflight, they will be billed for that time at that aircraft's hourly rate.
- Pilots may be required to fly with the Chief Instructor at any time, at the Chief Instructor's discretion.
- Student/Renter must be on the schedule for the aircraft they are flying. Renter must check out the aircraft from dispatcher prior to departing and check in upon return.
- All flights are to be logged in the scheduling system with renter's name, date, and engine time.
- Student/Renter will plan all flights to allow for adequate climb, cruise, and descents consistent with careful and considerate operation of the aircraft, in particular preventing shock cooling of the engine due to rapid power reduction. Renter will not continuously use more than 5200rpm except during takeoff or climb phases of flight, unless operationally necessary.
- Student/Renter will plan all segments of flight to terminate with *at least* the FAA minimum fuel requirements.
- Student/Renter will fly only from the seat(s) of the aircraft for which he/she is checked out.
- Student/Renter will land only at specified airports that have an adequate runway for the type of aircraft flown, except as a precautionary or emergency measure, when reasonably necessary.
- Pets are not permitted in aircraft, as some of our customers have pet allergies.

- All Federal, State, and Local Air Safety regulations and all manufacturer's operating procedures and limitations will be observed.
- Student/Renter will not engage in reckless flying as judged by commonly accepted principles.
- Flights over water beyond engine-out gliding distance are forbidden except for permission from the Chief Instructor and is at the Student/Renter's own risk.
- Prices are subject to change. Current rates are posted in the office and on our website.
- Dynasty Aviation reserves the right to refuse rental and instruction services for any reason.
- Negative accounts are not permitted. Flights must be prepaid or paid immediately upon check in.

### **Currency**

We require all solo students and renters to maintain a level of proficiency. Flying solo beyond our currency policy means you are operating outside this renter's agreement and are completely liable/at fault for all damages or penalties that occur.

- If a student/renter is outside of the currencies listed below and hasn't flown in more than 6 months, a full checkout (including checkout sheet) must be completed.
- If you have flown recently in a sling 2 aircraft, please show currency to chief instructor to have this waived; otherwise, there are no exceptions to our currency policies.
- These currency policies are in addition to the FAR minimums and apply regardless of whether you are carrying passengers or not. A currency check with a CFI can be brief if you are proficient; however, our instructors will use their discretion to make sure you are safe before signing you off.
- **Solo students:** Students endorsed for solo flight must have flown (dual or solo) within the preceding 14 days and must have flown with an instructor within the preceding 30 days.
- **Night flight:** Must have flown at night within the preceding 12 months.

### **Student Pilot Operations**

Students will get an instructor's approval before all solo flights and solo cross-country flights, with specific reference to wind and weather conditions.

- Student pilots must comply with all restrictions imposed by their instructor.
- No student solo cross-country flights permitted if any of the following marginal VFR conditions exist, unless otherwise endorsed by their instructor:
  - Ceiling less than 3000' anywhere along the route or 2000' in the traffic pattern.
  - Visibility less than 6 sm anywhere along the route
  - Surface wind over 15 kts or crosswind component over 8kts at any airports of intended landing.
  - Solo students will not practice emergencies, touch-and-goes, back-taxi on the runway, and any soft-field/short-field takeoff or landings.
  - Student solo flights are prohibited between sunset and sunrise.
  - Solo students will practice all air work above 3000' AGL and may not practice any Ground Reference Maneuvers.
  - Only Dynasty Aviation's instructors are allowed to give dual instruction to a student, regardless of which certificate or rating the student or pilot is working on.

### **Cross-Country Flights and/or Daily Rentals**

Dual and solo cross-country flights, and night flights that leave the local airport area, will adhere to the policies listed below for Cross-Country Flights.

- Aircraft scheduled for 4 hours or more will be charged a daily minimum of 4 hours engine time.
- A comprehensive weather brief including current and forecast conditions will be obtained from a valid source (1-800-WXBRIEF.COM, AWC, FSS) before going on cross-country flights. A flight plan that includes details of the route and airports of intended landing will be filed with Flight Service and a copy left with the office for tracking; wind and crosswind conditions will be checked before each solo flight and shall not exceed POH or solo endorsement limits.
- Overnight flights require prior approval. Student/Renter will leave an itinerary and contact phone numbers with the office prior to departure.
- Any flights outside the 48 contiguous United States require written permission from an owner of Dynasty Aviation.
- Off-taxiway operations are prohibited for any reason except aircraft parking. Operations on gravel or dirt are to be undertaken with the utmost care. Student/Renter will be accountable for the cost of damage caused by such operations (propeller dings, paint, etc.).

- It is the student/renter's responsibility to obtain permission from Dynasty Aviation and the property owner before conducting operations at private or restricted use airports.
- Credit for fuel purchased outside Dynasty Aviation will be issued upon submittal of the original fuel receipt, which must show the date and aircraft's N number. Reimbursement will be only up to \$5 USD per-gallon price.
- Student/Renter is responsible for all fees or other charges from any third parties (e.g. landing, ramp fees or tie down fees).
- Student/Renter is responsible for any NOAA violation fees (flights below 1000' along protected areas of the coast).

### **Cancellation, No-Show or Late Checkout**

- Reservations must be cancelled at least 24 hours prior to scheduled time. Failure to cancel with less than 24 hours' notice will result in charges of minimum of 1hr aircraft rental fee 1hr instructor time fee.
- Aircraft should be checked out within 40 minutes of the scheduled time. After 40 minutes, the office reserves the right to reschedule the airplanes and instructors.
- Charges will be applied for late arrivals, cancellations or **no-shows**, up to the amount of lost aircraft time and lost instructor time unless Dynasty Aviation is properly notified 6 hours prior to the flight.
- Aircraft must be parked and checked in by the scheduled return time, weather permitting, and in the same condition as inspected at preflight (Masters Off, Panel Covered, Chocks and Tie-Down Secured).
- Additional charges may be applied for late returns or aircraft retrieval.

### **Preflight and Starting Operations**

The student/renter will inspect and make a proper preflight check of the aircraft, its equipment and accessories before takeoff using the provided Dynasty Aviation's checklists or the checklist in the POH/AFM. Student/Renter will not take the aircraft until he/she is satisfied as to its airworthiness and proper functioning of equipment and accessories. If checklists are missing, they are available in the office.

- If the renter finds something wrong with the aircraft, it must be reported prior to departure or student/renter may be held accountable for the costs.
- During aircraft start, student/renter will ensure that the aircraft does not cause any hazard to any objects or other aircraft parked on the ramp due to prop wash.
- Hand propping is not allowed.
- Taxiing through tie-down spots is prohibited.
- Student/Renter will always taxi at a slow or moderate speed of less than 12kts, as appropriate to the conditions.
- Nose must be chocked and handbrake must be set when aircraft is parked outside its tiedown spot (i.e. during fueling).

### **Returning Aircraft**

Student / Renter will return the aircraft clean with the panel covered, master and electrical switches off, the wheels chocked, and the aircraft tied down in an approved parking spot.

- There will be a minimum \$50 charge for leaving the master or magneto switches on.
- Student/Renter will note the engine time check aircraft in with the office.
- Charges may apply for not properly securing the aircraft or leaving trash in the aircraft.

### **In Case of Accident or Incident**

- Student / Renter will immediately report any incident or accident to Dynasty Aviation. Student / Renter will obtain any available information of witnesses and involved parties. Student / Renter will not move the aircraft until authorized to do so by Dynasty Aviation, unless requested by law enforcement.
- If a maintenance problem arises that requires a precautionary landing or was discovered while at another airport, call Dynasty Aviation at (954) 505-5878 or (754) 610-5966 immediately for assistance.
- If damage occurs to the aircraft, student / renter will be liable for the first US **\$40,000** in damages, however caused, unless caused by student / renter's negligence or by breaking the terms of this Agreement, in which case renter will be responsible for all the damage costs incurred.
- Student / Renter is responsible for maintaining student / renter's insurance in the amount adequate to protect against damage or loss of the aircraft, but in no case less than **\$40,000**
- Student / Renter will pay for damages within 30 days of the damage occurrence.
- Student / Renter will be responsible for the airplane's security and safety while it is in student / renter's possession. Any damage, loss, or theft will be renter's financial responsibility.
- Dynasty Aviation is not responsible for any retrieval cost incurred.
- Student / Renter agrees to pay for any loss or damage to the aircraft or to other persons or property caused in whole or in part by student / renter's negligence, abuse, or decision to engage in risky operations.

## **IMPORTANT**

Negligent, abusive or risky operations specifically include but are not limited to the following, unless caused by a mechanical failure:

- Propeller strikes, wheel barrowing, nosing over.
- Running off the runway and/or ground loops.
- Burst or flat-spotted tires due to misuse of brakes and any consequent damage.
- Fuel starvation.
- Flying over water beyond gliding distance from the shore.
- Flying in weather conditions beyond the limitations in pilot's logbook or certificate.
- Exceeding the airplane limitations.
- Touch-and-go landings during solo or operations.
- Contravening the safety of flight provisions of this agreement.

**If aircraft damage results from any negligent, abusive or risky operations, including those listed above, the renter will be responsible for ALL costs of the damages.**

- Student / Renter will not tamper with or attempt to repair any part of the airplane or its accessories.
- Student / Renter will notify Dynasty Aviation if repairs are necessary and get approval before authorizing any work.
- It is the Student / Renter's responsibility to return aircraft to Dynasty Aviation premises. If unable to do so, student/renter will pay any costs incurred in recovering the aircraft. This includes but is not limited to ferry costs.
- In the event of a mechanical difficulty, student / renter will be responsible for any personal costs associated with the flight, including student / renter's transportation costs; however, Dynasty Aviation will be responsible for the cost of returning the aircraft unless student / renter is found responsible for the difficulty.
- Student / Renter expressly agrees to and hereby indemnifies and holds Dynasty Aviation harmless of, from and against all loss, cost and attorney's fees and/or liability in connection with this rental agreement.

**In case of a deviation, incident or accident, renter will immediately contact their instructor and the Chief Instructor. Renter will be required to fly with an instructor and then the Chief Instructor until the Chief Instructor is satisfied that renter can act as pilot-in- command in Dynasty Aviation aircraft.**

I have read and understand the terms of this Student / Renter's Agreement. I agree to all the above terms and conditions of this agreement. I understand operating outside the parameters set forth in this Agreement may result in loss of insurance coverage. I understand this puts me at risk for any violations, damages, insurance claims, and full liability. I agree to have the required aircraft insurance policy for at least **\$40,000** liability, physical and property coverage prior to my first solo flight and at all times thereafter.

I agree to operate safely, exercise good judgment, respect and abide by all Dynasty Aviation policies and FAA regulations and treat the aircraft and staff kindly. Failure to comply will result in termination of my flight training/rental privileges at Dynasty Aviation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**ADDENDUM FOR MINORS**

**Parent/Guardian Permission, Assumption of Risk, Waiver & Release**

I certify that I am \_\_\_\_\_'s parent or legal guardian. As such, I have carefully read and understood Dynasty Aviation's Student / Renter's Agreement in its entirety. I will ensure compliance with all policies and agree to be held financially responsible for this minor. I hereby give my child permission to participate in flight training, understand all risks associated with flight training and waive all claims, causes of action and suits against Dynasty Aviation.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_