

Student/Renter First and Last Name: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Residence Address:

Street Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Emergency Contact:

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Relationship: \_\_\_\_\_

Number of hours as PIC of single engine aircraft: (Circle N/A if not applicable)

N/A / Number of hours: \_\_\_\_\_

Pilot Ratings Held: (circle those that apply) \*If using DocuSign, Type Them Below:

Private Pilot | Instrument Pilot | Commercial Pilot | CFI | CFII | Multi-Engine | ATP

This agreement entails rental and use of aircraft owned and operated by:

**Ganton Aviation LLC**

**KPA LLC**

**Inspiration Aviation LLC**

**Z & H Aviation**

**Aviation Design LLC**

### Flight Operations and Safety Rules

1. Pilot Certificate Renters must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The Renter will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.
2. Currency Renter must possess evidence of a current biennial flight review (BFR), medical certificate, and aircraft checkout by a pilot designated by the Operator.
3. Weather: Renter shall plan to operate the aircraft only when the present and forecasted weather indicated VFR conditions local and en route unless Renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight.  
\*If forecasted temperatures are going to be below 40 degrees fahrenheit, renter will keep aircraft in a hangar if taking aircraft overnight.
4. Take-off and landing area: No take off or landing shall be made on any area other than the runways of an airport, maintained and used as an airport with PAVED runways of no less than 3,000 feet.
5. Physical conditions Renter shall not operate the aircraft for a period of at least twelve (12) hours after consuming intoxicating substances such as liquor, tranquilizers and sleeping aids.
6. Legal compliance Renter will comply with all Federal Air Regulations governing the operation of the aircraft and all other local, state and federal laws and regulations.
7. Preflight: Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturers recommended pre-takeoff, cruise and pre-landing checklists.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Renter)

Operator:

**Ganton Aviation LLC**

**KPA LLC**

**Inspiration Aviation LLC**

**Z & H Aviation**

**Aviation Design LLC**

Aircraft Rental Agreement

A.(1) Renter acknowledges and agrees that the Aircraft is the property of the Operator.

(2) Renter acknowledges that he has inspected the Aircraft and has found it to be in good mechanical condition and airworthy.

(3) Renter will return the Aircraft safely at the scheduled time.

(4) Renter agrees to secure the Aircraft after the flight by the proper use of the Aircraft control lock when parked outside, by use of the Pitot tube cover/plug when the Aircraft is parked outside, by the proper use of the tie downs when Aircraft parked outside

(5) Renter will note any squawks against the Aircraft on the space provided on the hobbs sheet

(6) Renter will remove all personal items from the Aircraft after each flight, including trash

(7) Renter acknowledges that he will review the Aircraft status board before the first flight of any rental period.

(8) Renter will be charged for any items or equipment removed from the Aircraft

B. Renter acknowledges personal liability to pay the Operator on demand:

(1) Hobbs time, service charges and any taxes computed at the posted rates until said Aircraft is returned to Ganton Aviation LLC.

(2) Any loss or damage to the Aircraft, its components, parts or equipment during the rental Period.

(3) Renter is responsible for a charge of \$150 per day that aircraft is inoperable as a result of damage or incident/accident during the renter operation, movement, or handing in hangar. The charge of \$150 per day will be paid to Ganton Aviation LLC until a licensed aircraft mechanic deems the aircraft safe and airworthy after any needed repairs as a result of aircraft damage from renter.

(4) The amount of any parking, tie-down, or hangar charges incurred by the renter until the Aircraft is returned to the Operator at Ganton Aviation LLC.

(5) Service charges based upon the published scheduling and cancellation policies.

(6) Fuel purchased away from the Kalamazoo/Battle Creek International Airport will be reimbursed at the rate of fuel sold at the Kalamazoo/Battle Creek International Airport.

C. Renter agrees not to tamper with, or attempt to repair any parts of the Aircraft or its accessories, but will Ganton Aviation LLC for instructions upon encountering mechanical malfunctions.

D. If the Aircraft is abandoned away from the Kalamazoo/Battle Creek International Airport, the Renter will be charged for all expenses to return the A/C to the Kalamazoo/Battle Creek International Airport.

E. Renter agrees to report any Aircraft damage, accident or incident to the Operator as soon as possible.

F. Renter agrees that rented Aircraft owned and operated by:

**Ganton Aviation LLC**

**KPA LLC**

**Inspiration Aviation LLC**

**Z & H Aviation**

**Aviation Design LLC**

shall not be used or operated:

- (1) For any illegal purposes.
- (2) In any race, speed test, or contest.
- (3) By any person other than the Renter who signed the Agreement.
- (4) Outside the limits of the Continental United States.
- (5) To carry passengers or property for compensation or hire.
- (6) Any flight, which the Renter is not properly rated or certified.
- (7) For instruction or logged certification flight by any flight instructor not employed or authorized by Ganton Aviation LLC.
- (8) In any aerobatic maneuvers
- (9) For a charity medical transport, or donate Aircraft rides to a charity or other non-profit organization.

H. Renter, by signing this agreement, does agree to follow the following flight operation safety rules, emergency maintenance procedures and insurance provisions.

(1) Renter acknowledges that a copy of the Notice of Insurance Coverage form has been provided and has been signed by the Renter, explaining the scope and limits of coverage and encouraging the purchase of a A Non-Owned Aircraft insurance policy.

(2) Renter agrees to reimburse the Operator in the event the Operator institutes suit to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money, damages, or cost and reasonable attorney's fees incurred by the Operator in such suit or suits.

Renter agrees to reimburse any costs associated with any accident or incident involving the aircraft while in the possession of aircraft and during rental period.

Renter Signature:

\_\_\_\_\_  
Renter Printed

\_\_\_\_\_  
Date Date

\_\_\_ / \_\_\_ / \_\_\_\_\_

## NOTICE OF INSURANCE COVERAGE

As a Student/Renter of an aircraft, the undersigned Operator hereby provides notice that:

\_\_\_\_\_ 1. You are insured under a policy or policies of insurance provided by the undersigned Operator and providing liability insurance coverage to Student/Renter of the aircraft in the following amount:  
\$100,000 each occurrence.

\_\_\_\_\_ 2. AIRCRAFT PHYSICAL DAMAGE INSURANCE IN FAVOR OF THE RENTER PILOT IS NOT MAINTAINED. Student/Renter expressly acknowledges that he is not an Ainsured@ for any damage to the aircraft under any insurance contract or policy in the name of or for the benefit of the Operator and the Renter is responsible for any damage to the aircraft that occurs during the rental period.

Renters are encouraged to consider purchasing an AAircraft Renters Insurance Policy@ from an independent insurance company to protect themselves in situations where they may be found to be responsible for damages or of any type beyond the limit of the scope of the insurance coverage provided by the operator.

i have read and i understand the above covenants, restrictions and requirements of this rental agreement. i acknowledge that i have RECEIVED a copy of this agreement.

Signed: \_\_\_\_\_

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

I, the Participant, desire to rent an aircraft from PIC for the purpose of flying such aircraft for non-commercial purposes (the "Flight"). I understand and acknowledge that my participation in the Flight is entirely voluntary, and I have made the decision to fly of my own free will. I further understand and acknowledge that, but for my voluntary execution of this Agreement, PIC would not permit me to rent the aircraft or participate in the Flight. In consideration of PIC permitting the Flight, I agree as follows:

1. I freely and voluntarily choose to assume all the risks inherent in aircraft flight, including but not limited to risks of the negligent conduct of others, equipment or aircraft malfunction, the risks of a water landing, and improper or negligent operation of aircraft. 2. I understand and confirm that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in landing areas, interference by birds and other objects, weather conditions, contaminated fuel, and hard or forced landings. I assume all risks and full responsibility for any injury or death arising from the Flight. 3. I acknowledge and agree that PIC does not insure the Participant or any other person taking part in the Flight for loss of life. 4. I HEREBY WAIVE ANY AND ALL CLAIMS that I, or my heirs, next of kin, assigns, executors, administrators, guardians and legal representatives, have or may have in the future

against the Aircraft Owner, forever discharge and hold harmless the Aircraft Owner from any and all liability for any and all actions, causes of actions, claims, demands, proceedings, suits, losses, damages, costs, and expenses, including without limitation liability or loss for injury or death, resulting from or arising out of the Flight DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE Aircraft Owner. 5. TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE Aircraft Owner from any and all liability for any losses, claims, damage to property or personal injury arising from the Flight, including any claim by a third party. 6. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted exclusively in accordance with the laws of the State of Michigan. 7. Any litigation involving the parties to this Agreement shall be brought solely within the State of Michigan and shall be within the exclusive jurisdiction of the Courts of the State of Michigan. 8. I acknowledge that I am not relying on any oral or written representations made by PIC with respect to the safety of the aircraft or the Flight. 9. I know that I can talk to my legal advisor about this Agreement and I have either done so, or chosen not to. I intend this Agreement to be the unconditional release of all liability to the greatest extent allowed by Michigan.

Signed: \_\_\_\_\_

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

Ganton Aviation LLC

#### TRANSIENT MAINTENANCE POLICY

At Ganton Aviation LLC we make every effort to keep our fleet of rental aircraft in excellent mechanical condition. However, an occasional mechanical breakdown occurs while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from Kalamazoo/Battle Creek International Airport (AZO) will apply should a breakdown occur.

\* In the event of a breakdown, notify Ganton Aviation LLC of the problem immediately. If maintenance personnel are not available, leave your name, aircraft number and telephone number where you can be contacted.

\*Do not authorize any repairs to be made to the aircraft without clearance from a Ganton Aviation LLC representative. Failure to do so could result in the renter being responsible for a portion of the bill.

\* Ganton Aviation LLC will not reimburse the renter for any overtime charges, call-out fees, or any other after hours charges made by the maintenance facility. Other expenses incurred by the renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fares, etc. will not be reimbursed.

\* All repairs will be made by properly licensed facilities and personnel.

I HAVE READ AND I UNDERSTAND THE ABOVE COVENANTS,  
RESTRICTIONS AND REQUIREMENTS OF THIS TRANSIENT  
MAINTENANCE POLICY AND AGREE THAT THEY ARE INCORPORATED  
INTO AND PART OF MY AGREEMENT TO RENT AN AIRCRAFT FROM Ganton Aviation LLC.

Renter:

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Renter Name

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Renter Signature

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Date