

**FLORIS FLIGHT SERVICES, LLC AIRCRAFT RENTAL AGREEMENT**

In consideration of the rental fees paid and the covenants contained herein, Floris Flight Services, LLC, herein referred to as "Floris," hereby leases to [REDACTED], herein referred to as "Renter" the designated aircraft referred to as the "Aircraft."

- 1) Renter acknowledgements and agreements:
  - a) During the time in which Renter possesses and uses the Aircraft, Renter shall assume and maintain full operational control over the Aircraft.
  - b) All Aircraft
  - c) operations shall be conducted under FAR 91 and shall be in strict accordance with the FARs then in effect. "FARs" means the Federal Aviation Regulations of the United States.
  - d) Renter acknowledges and agrees that the Aircraft is the property of Floris.
  - e) Renter acknowledges that Floris is responsible for maintaining the Aircraft in an airworthy condition.
  - f) Renter acknowledges that he/she has completed a preflight inspection of the Aircraft and has determined that the Aircraft is in condition for safe flight.
  - g) Renter agrees to return the Aircraft at the scheduled time, weather permitting.
  - h) Renter agrees to properly secure the Aircraft after each flight and to secure hangar space for the Aircraft during inclement weather.
  
- 2) Renter expressly acknowledges personal liability to pay Floris on demand for the following:
  - a) Service and time charges computed at the applicable posted rates until the Aircraft is returned to Floris.
  - b) Any loss or damage to the Aircraft, its components, parts or equipment during the rental period.
  - c) All taxes, assessments, and charges imposed by any national, state, municipal or other public or airport authority relating to the use or operation of the Aircraft during the time of use of the Aircraft, excluding state registration and FCC licensing charges.
  - d) The amount of any landing and parking fees, tie-down, or hangar charges until Aircraft is returned to Floris.
  
- 3) Renter agrees to obtain renter's insurance covering its operation of the Aircraft, and provide a copy to Floris prior to taking possession of the Aircraft.
  
- 4) Renter agrees not to tamper with, molest, or attempt to repair any parts of the Aircraft or its accessories, but will contact Floris for instructions upon encountering mechanical malfunctions.
  
- 5) If the Aircraft is abandoned away from the home base airport (Midland Airpark Airport), the Renter will be charged pilot expenses plus flight time at double normal rates to return the Aircraft to home base.
  
- 6) Renter agrees to report any Aircraft damage, accident or incident to Floris as soon as possible.
  
- 7) Renter agrees to cancel a reservation with no less than 24 hours notice. Failure to do so may result in a service charge. Please refer to Floris Cancellation Policy.

- 8) Renter acknowledges the following Rental Policy for multiple day rentals:
  - a) Each "day" is a 24 hour period;
  - b) For each day the Aircraft is flown at least 3 hours, Renter will be charged the hourly rate of the Aircraft for the amount of hours flown;
  - c) For each "day" Aircraft is not flown at least 3 hours, Renter will be charged \$100.
  
- 9) Renter agrees not to transport any pet(s) and/or animal(s) in the Aircraft, without prior approval from Floris.
  
- 10) Renter agrees that the Aircraft shall not be used or operated:
  - a) For any illegal purposes.
  - b) In any race, speed test, contest.
  - c) By any person other than the Renter, unless otherwise agreed.
  - d) Outside the limits of the continental United States without written authorization from Floris.
  - e) To carry passengers or property for compensation or hire.
  - f) For any flight which the Renter is not properly rated or certified.
  
- 11) Floris acknowledges Renter may use Aircraft for flight lessons and/or training purposes. If Renter intends to use the Aircraft for these purposes, Renter agrees:
  - a) To retain, at his/her separate expense, a certified flight instructor that is professionally trained and qualified, familiar with and licensed to operate the Aircraft, and shall have current certificates and recurrent training.
  - b) Renter has selected the instructor based on his/her own judgment and disclaims any reliance upon statements or representations by Floris.
  - c) Floris will not be liable for any negligence on behalf of the instructor, and Renter will hold harmless Floris for any liability therefrom.
  - d) Floris will not be liable for any malfeasance on behalf of any instructor employed by Floris, and Renter will hold harmless Floris from any liability therefrom.
  
- 12) Renter agrees if the Aircraft leaves the taxiway, runway, or paved surface for any reason during taxi, takeoff, or landing phase, the Renter will IMMEDIATELY stop the engine and WILL NOT proceed to move the Aircraft until Floris personnel have inspected the Aircraft and assisted in positioning the Aircraft back on the taxiway, runway, or paved surface. Floris will NOT pay for any damages incurred if the Renter neglects to follow the above procedure.
  
- 13) **DISCLAIMER OF WARRANTIES: Renter hereby acknowledges that Floris is not the manufacturer of the Aircraft, or the manufacturer's agent, and that FLORIS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE OR THE QUALITY OR CAPACITY OF THE MATERIAL IN THE AIRCRAFT.**
  
- 14) Renter agrees to release, indemnify, and hold Floris, its members, managers, officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising or in any manner occasioned by the operation or use of the Aircraft during the time in which Renter possesses the Aircraft, arising out of or by reason of any breach, violation, or nonperformance by

- 15) Renter of any covenant or condition of this Rental Agreement, or arising by any act or failure to act on the part of the Renter. Floris shall not be liable for its failure to perform under this Rental Agreement, or any loss, injury, damage, or delay of any nature whatsoever resulting there from, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Floris's reasonable control.
- 16) Renter hereby agrees that under no circumstances shall Floris be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the Aircraft under this Rental Agreement.
- 17) Renter acknowledges and agrees that if Renter defaults in the performance of any of his/her obligations under this Rental Agreement, Floris, at its option, and without further notice, has the right to terminate this Rental Agreement and to repossess the Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by Floris of either or both of the rights specified above shall not prejudice Floris's right to pursue any other remedy in law or equity. Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date, is illegally parked, is operated in violation of any federal, state or local law or regulation, or is operated outside the scope of this Rental Agreement, appears to be abandoned or if Renter had gave false or misleading information at time of rental.
- 18) Renter agrees to reimburse Floris for any and all costs, expenses and reasonable attorney's fees incurred by Floris in the event suit is instated by Floris against the Renter to recover possession or to enforce any of the terms, covenants, and conditions hereof, or to collect any sum of money damages or costs. Floris and Renter expressly agree that any and all suits shall be governed by Texas law. Floris and Renter expressly agree that Texas shall be the forum for any legal proceedings by and between the Renter and Floris and that any and all suits shall be filed in Midland County, Texas.
- 19) If any provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each Party hereto hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.
- 20) The terms of this Agreement shall not be waived, varied, contradicted, explained, amended or changed in any other manner except by an instrument in writing, executed by both Parties.
- 21) This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Texas (disregarding any Conflict of Laws rule which might result in the application of the laws of any other jurisdiction), including all matters of construction, validity, and performance.

22) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous understandings of the Parties.

23) Truth in Leasing.

THE AIRCRAFT HAS BEEN MAINTAINED AND INSPECTED UNDER PART 91 OF THE FEDERAL AVIATION ADMINISTRATION REGULATIONS.

THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER FAA PART 91 IN AN AIRWORTHY CONDITION THROUGH ANNUAL INSPECTION INTERVALS AND ANY OTHER CALENDAR OR HOURLY INSPECTIONS RENTER CONSIDERS CRITICAL TO FLIGHT SAFETY FOR OPERATIONS TO BE CONDUCTED UNDER THIS RENTAL AGREEMENT AND DURING THE DURATION OF THE RENTAL PERIOD.

RENTER AND NOT FLORIS SHALL BE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT IDENTIFIED AND TO BE OPERATED UNDER THIS RENTAL AGREEMENT. RENTER SHALL BE THE PERSON RESPONSIBLE OPERATIONAL CONTROL OF THE AIRCRAFT.

AN EXPLANATION OF THE FACTORS BEARING ON OPERATIONAL CONTROL AND THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE, OR AIR CARRIER DISTRICT OFFICE.

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 RENTAL AGREEMENT.

\_\_\_\_\_ Date    /   /     
*Renter*

\_\_\_\_\_ Date    /   /     
*Floris Flight Services, LLC*