Rental Agreement
REVISED November 3, 2016

This Agreement is entered into this _____(date) day of _____(month) 20____, between

_____(your name), residing at _____

_____(street address), City _____, County of

_____, State_____, hereinafter called "Renter", and Spinks Flight Center, "Dispatcher", a Corporation chartered under the Laws of the State of Texas, located at 450 Alsbury Ct., Ft. Worth, Texas 76028.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

RECITAL: I state that I am 18 years of age or older and competent to sign this Agreement.

GENERAL: This rental agreement constitutes a continuing agreement between Dispatcher and Renter for all subsequent rentals of airplanes from Dispatcher by Renter, unless superseded or canceled by a written agreement. Renter agrees that the privilege of renting Dispatcher's aircraft is solely at the discretion of Dispatcher and is revocable at any time.

FLYING CAN BE DANGEROUS. Renter's signature below acknowledges Renter's knowledge and understanding that flying aircraft is always subject to risk of harm and peril to persons and property. Despite mandatory pilot training, pilot error is the most frequent cause of aircraft accidents. Despite FAA Regulations requiring that aircraft used for instruction be inspected every 100 hours of operation and annually, mechanical failures in aircraft can and do occur. It is incumbent upon Renter to fly safely, and to take precautions against and to know how to diagnose emergencies and unsafe conditions while in flight, and to take the proper remedial actions when emergencies and unsafe conditions occur. Renter assumes all risk arising out of Renter's use of the airplane.

SOLE PILOT: Renter shall be the sole pilot of the Aircraft during the rental period, except for certificated Instructors approved by Dispatcher.

CERTIFICATES: Renter must have and maintain a valid Pilot Certificate or Student Pilot Certificate, current and valid Medical Certificate, BFR (Biennial Flight Review) as required by Federal Aviation Regulations ("FAR"), and meet all other FAR rating and currency requirements for the flight and aircraft flown. The validity and currency of such certificates and currency shall be determined by Dispatcher in its sole discretion. Renter represents and warrants that the information provided by Renter on the PILOT INFORMATION SHEET is true and correct.

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RENTAL POLICIES: Renter agrees to comply with, and that all rentals shall be governed by, the Dispatcher's Rental Policies in effect at the time of rental. In the event of conflict between the Rental Policies and this agreement, this agreement shall govern.

CHECK OUT: A checkout and logbook endorsement from an Instructor approved by Dispatcher is required for each make and model flown by Renter.

RENTAL PERIOD, SCHEDULING: Renter agrees to schedule Aircraft only for the hours during which he/she intends to use said Aircraft. Dispatcher may rent a scheduled aircraft to other customers if Renter does not present him/herself to Dispatcher's dispatch desk within one half hour of the reserved time. Renter agrees to return Aircraft to Dispatcher at the appointed date and time. If Aircraft is to be kept longer than reserved for, Renter shall notify Dispatcher as soon as practicable and a fee may apply.

PRE-FLIGHT: Renter shall personally conduct a pre-flight inspection of the Aircraft as prescribed by the manufacturer of the Aircraft, including checking the fuel from all sumps and determining that the fuel and oil on board the Aircraft is sufficient.

RENTER SHALL NOT ACCEPT THE AIRCRAFT UNTIL THE AIRCRAFT SATISFIES THE MANUFACTURER'S REQUIREMENTS FOR AIRWORTHINESS AND UNTIL THE RENTER IS SATISFIED AS TO ITS AIRWORTHINESS, ITS CONDITION FOR SAFE FLIGHT, AND THE PROPER FUNCTIONING OF EQUIPMENT AND ACCESSORIES.

CARE OF AIRCRAFT: Renter assumes responsibility for the Aircraft to be properly fueled and secured at destination. Renter is responsible for paying all tie down, landing or departure fees and /or taxes at airports other than Fort Worth Spinks Airport. Renter must secure the Aircraft upon return to Dispatcher, including tie down, removal of trash/debris, and locking.

ACCIDENTS: Renter agrees to report to Dispatcher any accident, mishap, incident, or physical damage to the Aircraft as soon as practicable, but in no case later than twenty four (24) hours after its occurrence, and to provide any related documentation requested by Dispatcher or its insurance carrier.

COMPLIANCE WITH LAWS: The Aircraft shall be operated only in accordance with all federal, state and local regulations and laws.

PHYSICAL CONDITION: The Aircraft shall not be operated if Renter has used intoxicating liquor, tranquilizers or sleep-inducing drugs within twelve (12) hours prior to the commencement of a flight, or is otherwise physically or legally unfit to act as pilot in command.

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PROHIBITED ACTIVITIES: The Aircraft shall not be used (a) to carry persons or property for hire; or (b) in any race, contest; or (c) in any aerobatics except for dual instruction by an approved Instructor. Renter agrees to comply with any operational limitations or policies established by Dispatcher, and not to fly Aircraft outside the continental U.S. without Dispatcher's written permission.

SUBLEASE/ASSIGNMENT: Renter agrees not to sublease the Aircraft or assign this Agreement without the prior written approval of Dispatcher.

ALTERATIONS: Renter agrees not to make any addition, alteration or improvement to the Aircraft without the prior written approval of Dispatcher.

DAMAGE TO AIRCRAFT: At the termination of the rental period, Renter shall return the Aircraft with all accessories to Dispatcher in the same condition as when received, excepting reasonable wear and tear and fuel consumed. Renter shall be liable to Dispatcher for loss or damage sustained by the Aircraft or accessories during the rental period.

INSURANCE: Renter shall be liable for the current insurance deductible for damages to aircraft or any other property damage. Excluding forfeiture of Dispatcher's aircraft, or bodily injury resulting from Renter's willful negligence, violation of FAA regulations or any other federal, state or local law, statute, regulation or ordinance.

EMERGENCY REPAIRS: Emergency repairs shall be defined as repairs to the Aircraft, which, due to statute, regulations, mechanical failure, or damage, should be made to the Aircraft before further flight. Should the aircraft require emergency repairs, Renter shall comply with the following procedures: (a) Contact Dispatcher for instructions; (b) If no contact can be made and repair can be affected for One Hundred Dollars ($100.00) or less, Renter may authorize and make payment for the repairs for which Renter shall be reimbursed by the Dispatcher. Under no circumstances shall Renter authorize repairs to the Aircraft unless no contact with the Dispatcher can be effected and the repairs can be made for One Hundred ($100.00) dollars or less, and UNDER NO CIRCUMSTANCES SHALL THE AIRCRAFT BE FLOWN BY RENTER IF TO DO SO WOULD VIOLATE ANY GOVERNMENTAL STATUTE OR REGULATION, OR COMPROMISE THE SAFETY OF THE RENTER, HIS/HER PASSENGERS, OR THE AIRCRAFT.

PAYMENTS, REIMBURSEMENTS & DEPOSITS: Renter agrees to maintain an active credit card on file for collecting unpaid balances. Renter agrees to pay all charges, including but not limited to rental fees and sales taxes, due Dispatcher upon Aircraft's return to Dispatcher, whether or not charged to Renter thereupon. Renter authorizes Dispatcher to charge any unpaid amounts to the credit card account on file without additional notice, and that renter's signature below shall be considered to have been made on the applicable card voucher.

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Renter understands that a non-refundable deposit of $1500 is required to receive the discounted hourly aircraft rate. Renter understands that each time the funds are exhausted, it is required to make another non-refundable deposit of $1500 to maintain the discounted rate.

Renter understands that Spinks Flight Center will reimburse *reasonable fuel charges for fuel and oil at destination airports and that a receipt showing fuel price and gallons purchased is required for fuel credits, no exceptions. Renter understands that Spinks Flight Center will NOT reimburse any costs for landing fees, ramp/hangar fees or any other miscellaneous fees, sur charges or taxes. (*Reasonable fuel charges are defined as the current posted fuel price via the local FBO located at Fort Worth Spinks Airport (KFWS)).

Renter agrees that REIMBURSEMENTS OR CREDITS WILL BE ISSUED ONLY AS FLIGHT CREDITS TO HIS/HER FLIGHT ACCOUNT ONLY and that SPINKS FLIGHT CENTER WILL NOT REFUND OR REIMBURSE VIA CASH, CHECK, CARD, OR ANY OTHER MEANS UNDER ANY CIRCUMSTANCES.

LATE RETURN: In the event that Aircraft is not returned to Dispatcher at the scheduled time, Renter is responsible for all expenses and rental charges incurred in returning Aircraft to Dispatcher. Dispatcher will not be responsible for incidental costs incurred by Renter or Renter's passengers as the result of mechanical failure of its aircraft, including but not limited to telephone, rental cars, accommodations, etc.

DEFAULT: If Renter defaults in the performance of any of his/her obligations under this Agreement, Dispatcher shall, at its option, and without further notice, have the right to terminate the Agreement and to repossess the Aircraft using such force as may be reasonably necessary without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Renter expressly waives the service of any notice. Exercise by Dispatcher of either or both of the rights specified above shall not prejudice Dispatcher's right to pursue any other remedy in law or equity. In any action for breach of contract or to enforce any of the provisions contained herein, Dispatcher shall be entitled to recover its reasonable attorney's fees and costs incurred in pursuing or defending against such action.

REMEDIES EXCLUSIVE: The rights and remedies with respect to any of the items and conditions of this Agreement shall exclusive as stated herein.

INTEGRATION: This Agreement constitutes the entire agreement between the parties, and as of its effective date supersedes all prior independent agreements between the parties related to the rental of the aircraft. Any change or modification hereof must be in writing signed by both parties. However, this provision shall not be interpreted to prevent Dispatcher from modifying the RENTAL POLICY without Renter's subsequent approval while this Agreement is in effect,

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including increasing or decreasing hull and liability insurance coverage required to be carried by Renter.

FORCE MAJEUR: Dispatcher shall not be liable for its failure to perform under this Agreement or for 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 Dispatcher's control.

INDEMNITY AND RELEASE: RENTER agrees to RELEASE, discharge, relinquish, INDEMNIFY, save, protect and hold harmless, Dispatcher, its directors, officers, shareholders, and employees, and any owners of aircraft leased to Dispatcher, from and against and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, which may be suffered by, or charged to, Dispatcher by reason of a loss of or damage to any property including that of a third party or Dispatcher's owned or leased aircraft, or injury to or death of any person, in any way arising out of renter's use of the aircraft, OR OUT OF DISPATCHER'S NEGLIGENCE, STRICT LIABILITY, OR INDEMNITY, or by reason of any breach, violation or non-performance by Renter of any covenant or condition of the agreement, or by Renter's act or failure to act or arising out of Dispatcher's failure to check the existence or validity of Renter's certificates.

RELATIONSHIP OF PARTIES: Renter shall never at any time during the term of this Agreement become the agent of Dispatcher and Dispatcher shall not be responsible for the acts or omissions of Renter.

WAIVER: The waiver by either party of any covenant or condition of the Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms thereof.

WARRANTY DISCLAIMER: Renter hereby acknowledges that Dispatcher is not the manufacturer of the aircraft or the manufacturer's agent. DISPATCHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY, OF THE AIRCRAFT OR OF ANTHING CONTAINED THEREIN, INCLUDING FUEL AND EQUIPMENT, OR THE QUALITY OR CAPACITY OF THE MATERIALS IN THE AIRCRAFT.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of Texas.

SUCCESSOR BOUND: The Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors, assignees, next of kin and any other family members, and creditors, of the parties hereto.

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SEVERABILLITY: If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DISPATCHER: Spinks Flight Center, Inc.

_____
Spinks Flight Center Representative

_____
Date

RENTER:

_____
Renter's Signature

_____
Date

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AIRCRAFT POLICIES ACKNOWLEDGEMENT

I have received, reviewed, and understand the AIRCRAFT POLICIES of Spinks Flight Center.

_____
Renter's Signature

_____
Date

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