



## RENTAL AGREEMENT

### **MITCHINSON FLYING SERVICE LIMITED** **DBA** **MITCHINSON FLIGHT CENTRE "MFC"**

#### **PRIOR TO FLIGHT, RENTER SHALL:**

- Have proper knowledge and comply with all Canadian Aviation Regulations (CARs) during all phases of flight;
- Meet MFC currency requirements; (30 days)
- Wear proper seasonal attire;
- Comply with all manufacture guidelines and limitations regulating pre-flight procedures;
- Prior to each flight, ascertain aircraft is within weight and balance limits and not exceeding any maximum certified weights;
- Present valid government issued photo identification;
- Present a valid Canadian Aviation Document containing a valid Pilot License and Aviation Medical, having these documents on their person for intended flight. Also, a copy to be kept on file at MFC;
- Provide MFC with any background flying occurrences which includes, but not limited to, any past incident no matter how minor, accident, any infraction or any action taken by any authority against any license or certificate held, whether or not it involved MFC aircraft;
- Not use any MFC aircraft for other than personal use. Commercial use is strictly prohibited;
- Report any damage, non-airworthy conditions or missing documents to MFC prior to flight;
- Not accept the aircraft for rental unless satisfied with the aircraft airworthiness;
- Ensure adequate fuel and oil for intended flight;
- Use all applicable checklists for all phases of pre-flight, flight, post-flight and aircraft shut-down;
- File a flight plan, as required by CARs for all cross country flights prior to departure;
- Ensure all critical surfaces are free from contamination (Ex: snow, ice, frost or other adhering moisture);
- A renter who begins a flight with an aircraft that is known to be in a non-airworthy state condition assumes all liability and responsibility for any damage or injury that may result from such action.

#### **IN FLIGHT, RENTER SHALL:**

- Comply with all Canadian Air Regulations (CARs) during all phases of flight;
- Be the pilot in command at all times, shall fly from the left seat and will be responsible for the aircraft at all times;
- Fly at or above 1500 feet above ground unless specified solo practice as indicated in Pilot Training Record, landing, taking off or in an emergency.

#### **POST FLIGHT, RENTER SHALL:**

- Report any damage or suspected damage whatsoever;
- Report any non-compliance with CARs or this agreement whether willful or not;
- Report any unserviceable or malfunctioning item or equipment whatsoever.

#### **MFC STRICTLY PROHIBITS THE FOLLOWING:**

**602.01** No person shall operate an aircraft in such a reckless or negligent manner as to endanger or be likely to endanger the life or property of any person.

**602.02** An operator of an aircraft shall not require any person to act as a flight crew member or to carry out a preflight duty, and a person shall not act as a flight crew member or carry out that duty, if the operator or the person has reason to believe that the person is not, or is not likely to be, fit for duty.

**602.03** No person shall act as a crew member of an aircraft

(a) within 12 hours after consuming an alcoholic beverage;

(b) while under the influence of alcohol; or

(c) while using any drug that impairs the person's faculties to the extent that the safety of the aircraft or of persons on board the aircraft is endangered in any way.

*Currently, the use of cannabis is a disqualifying factor for obtaining a medical certificate to fly or control aircraft.*

- Tampering with Hobbs meter;
- Tampering or attempting to repair any part of the aircraft or it's accessories;
- Flights to Alaska
- Smoking in aircraft;
- Hand-propping to start the aircraft;
- Operating beyond manufacture limits of the aircraft;
- Operating at aerodromes other than those approved by MFC;
- Carrying passengers during CPL solo practice training;
- Operations under the influence of alcohol or drugs;
- Any use other than personal use;



- Any illegal purposes;
  - Any flight the renter is not properly rated or certified for;
  - Spins, unless authorized by MFC instructors and indicated in PTR;
  - Aerobatic manoeuvres;
  - Formation flying;
  - Carriage of any Dangerous Goods;
  - Operating outside the terms of this agreement;
  - Attaching to, or modifying the flight characteristics of the aircraft with any device or equipment (Ex: "Go-Pro" cameras, antennas, control wheel mounted accessories, etc);
  - Solo operation of internally mounted cameras, phones (except in an emergency), non-aviation devices, etc.;
- Passengers may use these devices, provided they do not interfere with the operation of the aircraft or the pilot in command. The Pilot in Command MUST focus all attention to flying the aircraft at all times.

**THE RENTER AGREES TO NOT PERFORM THE FOLLOWING WITHOUT PROPER CHECK-OUT FROM A MFC INSTRUCTOR. SPECIFIC CHECK OUT REQUIRED:**

- New aircraft type;
- Night currency;
- Mountainous areas;
- High altitude operations; e.g. CYYC
- High volume ATC aerodromes;
- High crosswind conditions;
- All up gross weight;
- Flights to the USA

**CANCELLATION POLICY**

24 hours notice required with the following exceptions:

- Unsafe weather
- Aircraft defect discovered during pre-flight inspection
- Weather unsuitable for flight lesson as determined by instructor
- Scheduled or unscheduled maintenance

A student or renter will be considered a no-show at the scheduled booking time where no effort to contact MFC has been made. A no-show may be charged the following:

- A minimum 1 hour aircraft rental and 1 hour instructor rate if dual instruction was booked.
- If a cross country or block of time was booked, full rental period, including instructor may be charged

Where notice inside 24 hours is given and depending on the circumstances, MFC reserves the right to the following:

- Student or renter may be charged 1 hour aircraft rental and 1 hour instructor rate if dual instruction was booked.

**OVERNIGHT RENTAL. THE RENTER AGREES TO THE FOLLOWING:**

- A briefing from a MFC instructor is mandatory;
- A 0.5 hour minimum per flight and a 4.0 hour minimum use per day if rented for more than a 6 hour period in 24 hours;
- Only flying specified prior to departure may be flown unless permission from MFC received;
- Renter shall report aircraft position daily with details of flying performed;
- Aircraft shall be returned to MFC at the agreed time unless there are weather issues or mechanical problems or where MFC agrees to rental extension;
- Renter shall make conservative decisions when faced with delays regarding weather or mechanical problems;
- Renter shall remain responsible for aircraft until the aircraft is returned to home base;
- Renter is responsible for all incidental expenses incurred for any overnight flight (such as landing fees, storage, warm-up, parking, handling, etc) and any expenses incurred in the event of a delay returning home;
- Renter agrees any cost MFC incurs associated with repatriating an aircraft, and possible "loss of use" may be charged to renter;
- MFC will reimburse renter for aircraft fuel and oil purchased away from home base. Renter is responsible for the cost difference between point of purchase and home base price. Renter must present original receipts in order to receive credit;
- Renter shall contact MFC prior to any maintenance performed on the aircraft. MFC must authorize any maintenance to be performed
- MFC will take all factors into consideration when applying any charges and will assist the planning and repatriation of an aircraft.

**LEGAL**

- Hold Harmless: Renter indemnifies and holds harmless MFC against any loss, damage or expenses asserted or suffered by MFC arising out of or resulting from i) any breach of this agreement by the renter, ii) any liability, obligation, demand, claim, action, or judgement which may arise by reason or in connection with renter's operation of MFC aircraft under this agreement.



- Governing Law: This agreement shall be construed and enforced under the CARs and laws of Saskatchewan, Canada.
- Entire Agreement: This agreement supersedes any prior negotiations and agreements between the parties regarding the same issues addressed herein, and constitutes the entire agreement of the parties.
- Amendment: This agreement may be amended by MFC as required without prior notice. Renters will be informed of any amendments.
- Certification: Renter certifies that all information supplied to MFC is true and correct.
- Responsibility. Renter agrees to assume responsibility for any loss or damage to, involving MFC aircraft caused in whole or in part by renter's negligence, violation of CARs, improper procedures, and acts or failure to act in regards to the proper inspection and operation of MFC aircraft.
- Deductible. Renter agrees to pay the deductible and any claims or losses not covered by MFC insurance policies.
- Guardian: Renter or Student Pilot under the age of 18 must have a parent / guardian signature.

**RENTAL RULES ARE SUBJECT TO CHANGE.**

**Optional - Please check box if you agree:**

*I agree that Mitchinson Flight Centre may use photographs of me in connection with my flight training accomplishments with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.*

**BY SIGNING BELOW, I ACKNOWLEDGE AND ACCEPT ALL TERMS OF THIS AGREEMENT.**

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**RENTER SIGNATURE**

**DATE**

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**PRINTED NAME**

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**(GUARDIAN/PARENT SIGNATURE)**

**DATE**

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**(PRINTED NAME)**

**FOR MITCHINSON FLIGHT CENTRE:**

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**MITCHINSON FLIGHT CENTRE SIGNATURE**

**DATE**

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**PRINTED NAME**