



Revision April 16, 2021

## AIRCRAFT RENTAL AGREEMENT

This agreement made and entered this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, between SkyView Aviation LLC,  
doing business at 5749 South Tracy Blvd, CA 95377 and

(Full name of renter) \_\_\_\_\_

Residing at \_\_\_\_\_

(Herein after known as "renter").

1. **WHEREAS** SkyView Aviation, LLC is the owner, operator or manager of certain aircraft which are to be used for training and rental purposes; and
2. **WHEREAS** renter seeks to rent aircraft from SkyView Aviation, LLC; and
3. **WHEREAS** Skyview Aviation, LLC is willing to rent an aircraft to renter; and
4. **WHEREAS** Skyview Aviation, LLC will only rent aircraft to renter under the terms and conditions enumerated below.
5. **NOW THEREFORE** in consideration of the mutual promises and covenants contained herein it is agreed by and between the parties herein

### CHECKOUT/ SCHEDULING:

6. The renter can only reserve an aircraft they are certified to fly in. The renter is only certified to fly in an aircraft after having completed a checkout flight with an approved Skyview Aviation, LLC Flight Instructor for that make and model.
7. In addition to a checkout flight, the renter shall have completed the appropriate Aircraft Familiarization Packet for each make/ model aircraft they wish to operate. This packet is to be review by a Skyview Aviation, LLC Flight Instructor prior to solo operation of the aircraft. Solo students must also have a corrected pre-solo exam on file.
8. The renter should remain current as per FAR 91 currency requirements to be eligible to continue renting at Skyview Aviation, LLC.
9. The renter shall keep current documentation on file with Skyview Aviation, LLC. Documentation includes items such as: a valid medical certificate, flight review log entry, photo identification, TSA verification items, and pilot's or student pilot's certificate will be reviewed. If any documents are not provided or are found to be invalid, the flight will not be dispatched.
10. Scheduling shall be only for the proposed flight. Students/ Renters must have the aircraft back and caddy returned to dispatch before scheduled block expires. If Student/ Renter arrives late, there will be a charge of \$15.00 for every 15 minutes late
11. If the renter is more than thirty minutes late to pick up the aircraft for a scheduled reservation, Skyview Aviation LLC shall have the option of re-renting the aircraft to a third party without any claim of right to use the aircraft by the renter. Additional charges may incur under such circumstances pursuant to the provisions hereinafter contained.
12. The renter shall leave an itinerary of flight plan with Skyview Aviation LLC prior to departure and notify Skyview Aviation LLC in the event of any departure from said schedule itinerary.
13. Full day (8 hours or more) or over-night schedules will have the following billable minimums: Weekdays: 3 hours and Weekends: 4 hours per each day/ night. Weekend hours start on Friday's at 6:00pm and end Monday's at 12:00am.



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14. Renter should meet all insurance minimum prior to renting the aircraft without a CFI. As insurance policies are updated yearly, please see dispatch for minimum requirements.

### **FLIGHT OPERATIONS/ LIMITATIONS:**

15. The renter will follow all Federal Aviation Administration (hereinafter known as "FAA") regulations applicable at the time of flight.
16. The renter will operate the aircraft within the limits of the Aircraft Pilot Operators Handbook at all times as well as any additional Skyview Aviation, LLC Safety Practices and Procedures.
17. In addition to the FAA and the POH limitations, Skyview Aviation, LLC has additional limitations regarding weather and winds as to which all renters must adhere by. These limitations are applicable to: student pilots, private pilots, instrument pilots, and commercial pilots. PLEASE SEE TABLE 1 FOR DETAILS. These minimums must exist at the time of takeoff and are forecasted to exist from one hour before the ETA to one hour after the ETA.
18. The renter will only use the aircraft for personal, non-commercial purposes and will not engage in any commercial operation of the aircraft of any kind.
19. The renter will be responsible for verifying Tach Times against provided maintenance tracking sheet to ensure there is sufficient time before the next scheduled inspection.
20. The renter shall review the squawk sheet to ensure there are no open squawks or if there is any pertinent information being listed regarding the aircraft.
21. The renter will not operate the aircraft if the renter has consumed any alcoholic beverage or drug, whether prescription, over the counter, legal or illegal within twenty-four hours prior to or during operation of the aircraft or if having not consumed any of the foregoing substances within twenty four hours prior to operation of the aircraft if the renter's ability is nonetheless diminished in any manner by the consumption of any such substance at any time.
22. The renter agrees not to land the aircraft on runways that are turf, sod grass or in poor condition, shorter than two thousand feet, areas that are enclosed, abandoned or not designated as an FAA approved airport.
23. The renter will not operate an aircraft at airports with measured or anticipated density altitude above three thousand five hundred feet or cross the Sierra Mountain range without a mountain flying check-out. Previously documented flights to high altitude airports exemplified by Lake Tahoe, Truckee Tahoe, Reno, etc. are considered proof of satisfactory knowledge and experience.
24. The renter is to utilize the Skyview Aviation, LLC checklist for operation and procedures.
25. The renter will not engage in formation flight.
26. The renter will not fly within 30 nautical miles of any thunderstorm or any cumulus cloud that may turn into a thunderstorm.
27. The renter will not operate the aircraft in icing conditions.
28. The renter will fly within the limits of the renter's pilot's certificates and ratings and will not engage in flight for which the renter is not qualified.
29. The renter is prohibited from simulated emergency practice, and over water flights beyond gliding distance from land.
30. The renter agrees not to employ flight instructors to train, test or assist the renter in the aircraft other than those supplied/approved by Skyview Aviation, LLC.



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31. The renter will obtain an additional flight proficiency check when the renter has not flown for 90 days with SkyView Aviation, LLC, or is out of currency.
32. The renter will not take passengers in the aircraft unless the renter is qualified to do so and has made the requisite number of takeoffs and landings and has met all other qualifications necessary to do so in accord with FAA rules.
33. The renter will not engage in night flight operations unless the renter has met all of the necessary FAA prerequisites to do so in accord with FAA rules.
34. The renter will not operate under Instrument Flight Rules unless the renter holds an Instrument rating which is current and the renter is qualified to operate under instrument flight rules.
35. All occupants of the aircraft must meet weight & balance requirements with fuel on board. ALL OCCUPANTS REGARDLESS OF AGE must be sitting in a seat with a functioning seat belt.
36. If taking pets on board, obtain prior permission from dispatch. Ensure all pet hair is removed from aircraft after flight.

#### **SURFACE OPERATIONS/ LIMITATIONS:**

37. The renter is to perform a proper preflight inspection in accordance with Skyview Aviation, LLC provided checklists.
38. The renter should ascertain that the propeller and taxi area are clear of all loose material such as chocks, tow-bar and other materials.
39. The renter should be certain that the aircraft will be started in accordance with the appropriate Skyview Flight Academy or manufacturer checklist and established procedures subject to the following:
40. In order to minimize wear and tear on the engine RPM should be maintained below 1,000 RPM until run-up unless otherwise specified by the manufacturer.
41. Taxiing - Skyview's ramp and hangar areas are often congested. Exercise extreme caution when operating in these areas.
42. Stay on the taxi line keeping the nose wheel on yellow taxi lines. This will provide the necessary clearance to assure avoidance of fixed obstacles. Do not pull off the taxi line at an angle when preparing to park an airplane.
43. Taxiing speed shall be limited to no faster than a brisk walk.
44. Skyview Aviation, LLC's ramp parking is located west of the office and maintenance hangar on the other side of the fuel island. The renter should use caution when crossing the fuel island as aircraft are constantly starting and taxing.
45. Pull through Parking is prohibited. When parking in Skyview Aviation, LLC's parking ramp, taxi down each row keeping the aircraft's center wheel lined up with the taxi line. Stop the aircraft while the plane is perpendicular to the parking spaces and push the plane backwards into its parking space after the aircraft engine is stopped and magnetos turned to the off position.
46. Pushing down on the aircraft's horizontal stabilizer or empennage is prohibited. The pilot will use the tow-bar located in the aircraft for pushing/pulling the plane into its parking space.
47. Pushing the aircraft using the propeller or Spinner is prohibited. Pressure applied against the propeller or spinner will never be applied by the pilot during any ground or flight operations.
48. The renter shall ensure that aircraft is properly shut down and secured at KTCY or distant airport. Tie-downs/ chocks, and gust locks should always be used when available.



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**AREA OF OPERATION:**

49. The renter is to remain in the state of California, operation outside of California will require special approval from the owner of Skyview Aviation, LLC.
50. Out of area Renters and Timebuilders may have stricter areas of operation and should contact dispatch for more information.

**RENTER'S MAINTENANCE OF THE RENTED AIRCRAFT/ EMERGENCIES:**

51. The renter will keep the aircraft neat, clean, and well secured when not attended by the renter.
52. The renter will comply with any and all placards or notices in the aircraft.
53. The renter will report maintenance discrepancies to SkyView Aviation, LLC, immediately upon identifying said maintenance discrepancies. In writing duly noted on squawk sheets and verbally in person or via phone to administration or message left on administrator's voice mail box.
54. The renter should immediately contact Skyview Aviation, LLC at 209-830-7666 or company owner Richard Ortenheim at: 510-366-7666 after renter is in a safe location in the event of an emergency.
55. Any maintenance-related, unplanned landings will require the renter to contact Skyview Aviation, LLC to determine the appropriate course of action. Aircraft grounded at distant airports for maintenance reasons will only be dispatched after approval by the Chief Mechanic or company owner.
56. The renter shall not try to repair the aircraft independently.
57. To obtain approval in advance from SkyView Aviation, LLC, for any emergency repairs to be performed by renter during the term of this agreement.
58. The renter is responsible for documenting and communicating any maintenance issues found during the flight in the aircraft binder and to Skyview Aviation, LLC personnel.

**CHARGES/ PAYMENTS:**

59. The renter shall pay the current posted rental fee based upon the time recorded on the aircraft's Hobbs meter time.
60. The renter shall pay instructor fees based upon the aircraft's Hobbs meter time plus ground instruction time.
61. All Hobbs meters are read to the next higher tenth of an hour (see image 1 for sample of reading if meter is in-between hours.) If a discrepancy is found on the Hobbs meter, a Skyview Aviation, LLC employee must be notified prior to the flight. If the Hobbs meter is not in working order, the charge will be based on 1.3 times the time shown on the tachometer of the aircraft.
62. The renter shall pay all charges incurred at the time of service.
63. The renter shall pay all landing, parking, or other charges incurred at other airports.
64. The renter shall return the aircraft to Tracy Municipal Airport, or be responsible for any and all expenses incurred in connection with returning the aircraft to Tracy Municipal Airport.
65. Cancellations require a twenty-four hour notice by the renter or the renter will be charged fees representing one-half of the aircraft time booked and all of the instructor time booked.
66. If renter is flying outside of normal business hours, a valid credit card is required to be kept on file. If renter cancels frequently, they will also be required to keep a card on file.



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67. The renter shall be responsible for the following fines listed on page 7.

### **STUDENT PILOTS:**

68. If the renter is a student pilot, the renter covenants and agrees as follows:
69. To conduct solo flights, the renter must be approved by a SkyView Aviation, LLC flight instructor.
70. Student Pilots/ Solo Students must follow all limitations and minimum states in Table 1. These minimums must exist at the time of takeoff and are forecasted to exist from one hour before the ETA to one hour after the ETA.
71. Solo Students are prohibited from any Special VFR procedures.
72. Student Pilots are limited to reported surface wind speeds of no more than 12 KTS, at no more than 30° off runway heading for runways of intended use.
73. To fly the aircraft in the traffic pattern surrounding Tracy Municipal Airport, visibility must be no less than five miles and ceilings must be no less than three thousand feet.
74. To fly beyond the traffic pattern of the Tracy Municipal Airport, visibility must be no less than eight miles and ceilings must be no less than four thousand feet.
75. To fly cross country, a flight plan must be filed with SkyView Aviation LLC and also with the applicable Flight Service Station; visibility must be no less than ten miles at all points along the proposed route of flight, ceilings must be no less than five thousand feet at all points along the proposed route of flight.
76. To conduct solo flights, the renter must be approved by a SkyView Aviation, LLC flight instructor, have a corrected pre-solo exam on file, current medical certificate, photo ID, proper endorsement(s), and student pilot certificate.

### **FUEL:**

77. Any oil purchased for aircraft by the renter shall be credited against the charges set forth in this agreement provided that accurate receipts for such expenditures are presented to SkyView Aviation, LLC, by the renter upon the return of the aircraft.
78. If fuel is required off KTCY operations, the renter is responsible for fueling operations. Renter shall purchase fuel at their own expense and will be credited against the rental up to \$5.00 per gallon. Proper receipt must be given to dispatch stating quantity of gallons and price per gallon.
79. Skyview Aviation, LLC will rent out aircraft at a wet rate, renter is responsible for checking fuel levels prior to each flight. If additional fuel is required, renter shall inform a Skyview Aviation, LLC employee to fuel.
80. Skyview Aviation, LLC cannot make any guarantees for specific fuel level requests under full, but will make their best effort to do so.
81. Due to flights that may occur before and/ or after normal operating hours, fuel truck service may not always be available. Renters may occasionally need to purchase fuel at the fuel island. In this event, Renters shall submit receipt(s) to dispatch immediately after flight to get appropriate fuel credited on invoice. If invoice is processed **before** fuel receipt is received, credit will be added to the rental account only, not refunded.

### **INSURANCE:**

82. Skyview Aviation, LLC, represents that it is insured for liability and hull damage with a deductible of \$1,000.00 for damages occurring to its fixed gear aircraft and \$2,500.00 for damages occurring to its retractable gear and tail wheel aircraft.



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83. The renter agrees that whenever renting a tail wheel aircraft, renter shall maintain a renter's insurance policy in full force with a minimum of \$40,000 hull coverage.
84. The renter shall be responsible for payment of any deductible or any part thereof for any damages incurred while the renter is renting the aircraft.
85. The renter shall also be responsible to indemnify SkyView Aviation, LLC, for any uninsured loss whatsoever for which SkyView Aviation LLC, its successors, assigns and principals may be liable arising from the renter's rental of the aircraft without regard to any reason that the loss may be uninsured.
86. In the event that the aircraft is operated in violation of this agreement or the rules and regulations of Skyview Aviation, LLC, the renter shall be liable for any and all damages to any and all aircraft, any and all persons, and any and all property damaged as the result of the renter's actions, inactions, omissions or failures to act which may have resulted in the damages incurred or for which SkyView Aviation, LLC, is being held liable.
87. Customers utilizing their personal aircraft with a Skyview Instructor must keep a copy of their current aircraft insurance policy on file and show coverage for the aircraft and instructor.

**BYRON:**

88. Due to the location at the Byron airport being intermittently staffed, renters shall send an image of the TACH sheet to the following address for dispatching: [Byron@Skyviewaviation.com](mailto:Byron@Skyviewaviation.com) immediately after flight. If Tach sheet is not received within a 24 hour time period, renter will incur a \$10.00 fee per occurrence.
89. If needed, send image of fuel receipt(s) for flight credit, for each particular flight. If invoice is processed **before** fuel receipt is sent, credit will be added to your rental account only, not refunded.
90. Ensure the aircraft is properly secured including: properly tied down (no loose chains), pitot cover on, control lock on, and co-pilot door properly secured.

**CHOICE OF LAW:**

This agreement is entered into and shall be construed under the laws of the United States of America and the State of California.

**VENUE:**

All disputes arising under this agreement shall be adjudicated in a cord of competent jurisdiction located in Tracy, California if said disagreements are able to be adjudicated in the State Court, or in Federal Court for the District of California if said disputes may only be adjudicated in Federal Courts.

**ENTIRE AGREEMENT:**

This agreement sets forth the entire understanding between SkyView Aviation, LLC, and the renter and shall not be modified except as in writing between SkyView Aviation LLC, and the renter.

The renter covenants that the renter has read and understands this agreement.

**TERM OF AGREEMENT:**

The term of this agreement shall be indefinite. Nothing contained herein however shall prevent SkyView Aviation, LLC, from unilaterally terminating this agreement with or without notice to the renter.

**NOTICE:**



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Notice under this agreement shall be in writing and mailed by certified mail at the address of the party contained in this agreement to the party to receive the notice or hand delivered.

**WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS:**

Should judicial intervention become necessary to resolve any dispute arising under the terms of this agreement, the renter agrees to waive the right to trial by jury.

The renter agrees not to assert any counterclaim in any action brought by SkyView Aviation, LLC, to enforce the terms of the agreement. In witness where of, SkyView Aviation, LLC, and the renter have set their hands and seals on the date and year herein.

**FEES:**

Renter is responsible for the following fees if applicable – prices may increase as needed:

- Missing Pre-Flight Materials: **Cost of Purchasing Item.**
- Missing Checklist: **\$10.00**
- Master Switch Left On: **\$150.00**
- Lost/ Missing Keys upon billing: **\$75.00**
- Airplane not secured: **\$75.00** (plus ground deductible if damage occurs - **\$500.00**)
  - o Tie-Down Chains, Control Lock, and/ or shocks as needed. Passenger door locked from inside.
- Airplane Cover/ Sunshade Not Replaced: **\$75.00**
- Pitot Static Cover Missing: **\$75.00**
- Airplane Interior: starting at **\$25.00\*** (\*depending on severity)
  - o Trash not thrown out, spilled food/ drinks.
- Caddy Organization: **\$25.00**
  - o Oil mixed with Window Cleaner, Trash in bins, etc.
- Cancellations Fees/ Minimums: **Please see page 1 for cancellation fees and minimums.**
- Late Arrival Fee: **\$15.00/ every 15 minutes.**

\_\_\_\_\_ Date

Signature of parent (if renter is under 18 years of age) \_\_\_\_\_ Date

Pilot Certificate Number: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

\*Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

\*Must be a managing member, Skyview Aviation, LLC



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## TABLE 1: SKYVIEW WEATHER MINIMUMS

PILOT	CROSS COUNTRY <sup>1</sup>			SURFACE WINDS			LOCAL <sup>2</sup>		PATTERN <sup>2</sup>	
	DAY FT AGL/SM	NIGHT FT AGL/SM	WINDS ALOFT	CROSS- WIND	SUSTAINED	GUSTS	DAY FT AGL/SM	NIGHT FT AGL/SM	DAY FT AGL/SM	NIGHT FT AGL/SM
STUDENT	*5000/7	NA	25 KT	7 KT	12 KT	NONE	*3000/5	NA	*2000/5	NA
PRIVATE PILOT	*4000/5	*7000/7	25 KT	POH <sup>3</sup>	20 KT	10 KT	FAR <sup>5</sup>	*4000/5	FAR <sup>5</sup>	*2000/3
COMMERCIAL OR INSTRUMENT PRIVATE (VFR FLIGHT)	FAR <sup>5</sup>	*4000/3	35 KT	POH <sup>3</sup>	25 KT	10 KT	FAR <sup>5</sup>	*4000/3	FAR <sup>5</sup>	*1500/3
DUAL VFR	FAR <sup>5</sup>	*4000/5	35 KT	POH <sup>3</sup>	PD <sup>4</sup>	PD <sup>4</sup>	FAR <sup>5</sup>	*4000/3	FAR <sup>5</sup>	*1500/3
DUAL IFR	FAR <sup>5</sup>	*800/2	35 KT	POH <sup>3</sup>	PD <sup>4</sup>	PD <sup>4</sup>				
INSTRUMENT (SOLO)	*600/2 <sup>8</sup>	*1000/2 <sup>6</sup>								

1. Maximum allowable fuel.

2. ETE plus 1 hour reserve or 2 hours

3. Pilot Operating Handbook (POH) or FAA approved Flight Manual maximum demonstrated crosswind component

4. Instructor pilot's discretion

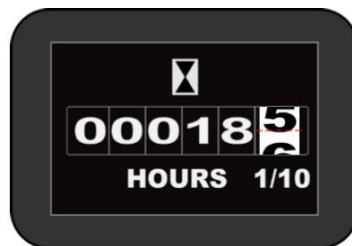
5. 14 CFR Part 91 minimums

6. Or, FAA published Takeoff and IFR Departure minimums, including climb gradients, whichever is greater.

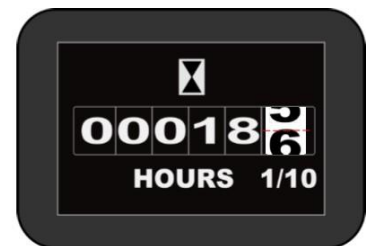
## IMAGE 1: HOBBS READING DIAGRAM



Reading: 18.6



Reading: 18.5



Reading: 18.6