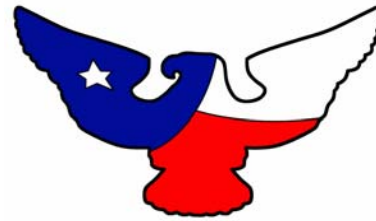


Pro Flite Aviation

8505 Mission Rd
San Antonio TX 78214
(210) 273 0790



PILOT INFORMATION											
NAME: First			Middle			Last			Date of Birth		
ADDRESS: Street					City			State		Zip	
TELEPHONE: Home				Cell				Work			
EMAIL:											
EMPLOYER:											
EMPLOYERS ADDRESS: Street					City			State		Zip	
PILOT INFORMATION											
Pilot Certificate #				Date Issued				Last BFR		Last IPC	
Medical Certificate #				Date Issued				Class	Limitations		
FLIGHT EXPERIENCE											
Total	PIC	Dual	Single	Multi	X-C	Night	IFR	HP CPLX	Tail Wheel	Turbo Prop	Jet
FAA CERTIFICATES, ENDORSEMENTS AND RATING											
	Student		Single Land		Instrument		High Performance		Type		
	Sport		Multi Land		CFI		Complex		List		
	Private		Single Sea		CFII		Tailwheel				
	Commercial		Multi Sea		MEI		High Altitude				
	ATP		Helicopter		Glider						
SIGNATURES											
Applicant									Date		
Guardian									Date		
To be signed by Parent/Guardian if applicant is under 18 years of age. The Parent/Guardian of above named applicant hereby gives consent and approval to this application.											

San Antonio Aero Club L.C.
DBA Pro Flite Aviation
557 Sandau Road
San Antonio Texas 78216

AIRCRAFT RENTAL AND USE AGREEMENT

I, _____, AS A RENTER OF AIRCRAFT OWNED AND/OR OPERATED BY SAN ANTONIO AERO CLUB. I, THE UNDERSIGNED, AGREE TO COMPLY WITH THE FOLLOWING FOR THE TERM OF EACH RENTAL:

1. **Aircraft Checkout:** Pilots must be checked out and approved in each aircraft make and model by a San Antonio Aero Club authorized flight instructor prior to solo flight in any rental aircraft.
2. **Pilot Currency:** By operating any rental aircraft, Pilot certifies he or she is qualified to act as pilot in command (PIC) under the requirements of FAR 61.56 (biennial flight review) and FAR 61.57 (recent flight experience) Pilot must also have flown with SAAC with the past 90 days.
3. **Student Pilots:** Prior to any solo flight, students must have a valid student pilot certificate, meet the knowledge and endorsement requirements of FAR 61.87 and, as applicable, 61.93, including, but not limited to, the following endorsements required under:
 - a. Prior to any solo flight- the type and 90 day endorsements required under FAR 61.87 (1)(1) and (2);
 - b. Prior to any solo-cross country flight- the student pilot certificate and logbook endorsements required under FAR 61.93(1) and (2)(1) and (ii); and
 - c. Prior to any solo flight- the student must have flown within the past 30 days at San Antonio Aero Club.
 - d. Any student solo flight must be cleared with an SAAC flight instructor.
 - e. Student solo at night is not authorized.
4. **Flight Proficiency Check:** If within the previous 90 days a pilot has not acted as pilot in command of the same make and model of aircraft he or she has scheduled to fly, Pilot must obtain approval from a certified flight instructor approved by San Antonio Aero Club prior to operation of that aircraft. Pilot will also carry on him/herself and produce on demand all certificates required for each rental.
5. **Airworthiness Prior to Flight:** Pilot acknowledges that he or she is familiar with and understand FAR 91.7, which places responsibility for determining airworthiness of an aircraft on the pilot in command thereof. Pilot knowingly and willingly accepts that responsibility and certifies that he or she will personally inspect Aircraft in accordance with the applicable pilot's operating handbook or checklist prior to each operation.

6. **Scheduling:** Pilot will schedule aircraft as far in advance as practicable. SAAC will make reasonable efforts to inform pilot if aircraft is unavailable at the appointed time, however, SAAC assumes no liability for actual or consequential damages for its failure to provide Aircraft at the scheduled time. Pilot agrees to hold SAAC harmless in the event aircraft is unavailable or unairworthy at the time scheduled. When scheduling dual flights students must coordinate and inform the instructor. Failure to do so will result in scheduling problems and the instructor is not obligated to be present.
7. **Aircraft Cancellation:** Pilot will make reasonable efforts to notify SAAC as far in advance as practicable if he or she will miss a scheduled flight. **If pilot is more than 15 minutes late for a scheduled flight, SAAC may deem the flight canceled, and release the aircraft to another pilot. Pilot understands that a NO-SHOW or a cancellation within 3 hours of the scheduled reservation may be charged a cancellation fee equivalent to one hour of the scheduled dual or solo flight, as the case may be.** Pilot rental privileges will be suspended until the fee is paid.
8. **Cancellation Involving Instructors:** Should pilot schedule an aircraft and an instructor concurrently, pilot must provide at least a 12-hour notice if unable to make the scheduled appointment. Should pilot fail to provide the requisite notice, SAAC may, at its option, charged the pilot for one hour of instruction at the rate in force at that time. SAAC will give consideration to circumstance beyond control of pilot and will not unreasonably exercise the option; however it is incumbent upon pilot to notify SAAC if unable to make a scheduled appointment. Should SAAC exercise its option to assess a missed appointment fee, pilot rental privileged will be suspended until the fee is paid.
9. **Late Returns:** Pilot will make reasonable efforts to notify SAAC as far in advance as practicable if he or she will be returning an aircraft later than scheduled return time. **Pilots will not be penalized for late returns that are attributed to safety concerns,** however SAAC may, at its option, suspend rental privileges due to continuing unjustified late returns.
10. **Cleanliness:** Pilots will return aircraft in a clean and sanitary condition. If special cleaning is required to remove stain, litter, and/or odors acquired while aircraft was in pilot's possession, pilot expressly agrees to reimburse SAAC for he associated costs. On the return the pilot will clean off insects from windshield and leading edge of aircraft with supplies provided by SAAC. Also, all trash is to be removed from aircraft after each flight.
11. **Smoking:** Pilot will not smoke, nor will pilot permit others to smoke within the aircraft. During fueling operations, pilot will not permit smoking within 50 feet of aircraft.
12. **Long Term Rental:** Pilot scheduling aircraft for periods exceeding 24 hours will notify SAAC in writing of intended destination(s), route(s) of flight and where the pilot can be contacted. Planes scheduled for 24 hours or more must have a minimum of 3 hours flying time per 24 Hour period
13. **Flight Plan:** Pilots making daylight flight exceeding 100 nautical miles for the departure airport, or night flights exceeding 50 nautical mils from the departure airport is required to file a flight plan with an appropriate FAA facility.
14. **Seating:** Pilot will operate only from the left seat unless right seat flight approval is received in writing from a flight instructor authorized by SAAC.

15. **Authorized Pilots:** Pilots will not allow any other person to manipulate aircraft controls unless that person has signed an aircraft rental agreement with SAAC and meets all the requirements under that agreement to pilot aircraft. Operation of aircraft by another person under this paragraph does not relieve pilot of primary liability for damage or injury caused by operation of aircraft.
16. **Geographical Limitations:** Pilot will not operate aircraft outside the boundaries of the 48 conterminous states.
17. **Compliance with Laws and Regulations:** Pilot will not operate aircraft in such a manner as to violate any local, state, or federal law, ordinance, or regulation.
18. **Night, Special VFR, Aerobatics, and IFR Flight:** Pilot will not operate aircraft at night, under special VFR, acrobatically as defined in FAR 91.303, or under IFR, unless authorized to do so by a certified flight instructor authorized by SAAC. Such authorization must be noted in Pilot's SAAC file, and Pilot must meet the currency requirements of FAR 61.56, 61.57, as may be applicable.
19. **Preflight Responsibilities:** Prior to any flight, Pilot shall take all preflight actions required under FAR 91.103. Such actions include, but are not limited to: obtaining weather reports, forecast, and NOTAMS, determining fuel requirements; and determining obstacle clearance requirements versus aircraft performance capabilities. In addition, Pilot must be in compliance with the requirements of FAR 91.17 (use of alcohol and/or drugs). Pilot will brief passengers on normal and emergency procedures, including, but not limited to: propeller safety; proper use of door and window latches; proper use of seat belts and shoulder harness; and emergency exit procedures.
20. **Fueling Procedures:** Pilot will not fuel aircraft until all passengers have exited the plane. Fueling shall not commence until all aircraft electrical and electronic accessories have been turned off, Aircraft has been properly grounded, the fuel dispenser has been inspected for integrity, and the area within 50 feet of aircraft has been cleared for all ignition sources.
21. **Fueling Reimbursement:** Pilot will receive credit against aircraft rental fees for fuel purchased from vendors other than that put in at Landmark Aviation. Pilot will not receive credit for fuel purchased until pilot provides SAAC with the fuel purchase receipt provided by the vendor.
22. **Airports:** Except in emergency, Pilot will land only at airports listed in a NOAA Airport/Facility Directory unless prior approval has been obtained from SAAC.
23. **Accident Procedures:** In the event of an accident or incident, as such terms are defined in FAR 830.2, pilot will, if able, notify SAAC as soon as practicable. In addition, Pilot will, if able, obtain the names, addresses, and telephone numbers of witnesses and anybody else involved in the event. Pilot is not to admit liability or fault, nor answer any questions from media or authorities regarding the accident or incident prior to contacting SAAC or an attorney. Pilot will preserve any wreckage or cargo in accordance with FAR 830.10, and will not permit aircraft to be moved unless authorized to do so by a police officer, and agent of the FAA, or a representative of SAAC. Pilot will, if able, take reasonable steps to preserve aircraft and associated equipment from further loss or damage. Pilot will submit a report to the National Aeronautics and Space Administration

in accordance with the Aviation Safety Reporting Program within 10 days after the event, and will complete any reports required under FAR 91 and FAR 830.

24. **Repairs:** If pilot discovers any abnormalities in aircraft prior to departing SAT, Pilot will immediately notify SAAC of the problem. If pilot is away from SAT and a problem arises with the aircraft, Pilot is to obtain prior approval from SAAC prior to any repairs that can be performed by certified technicians. If repairs are made Pilot must obtain and retain a receipt for any repairs performed on aircraft in order to obtain reimbursement of any repairs expenditure. Pilot is not to attempt any field repairs or adjustments on aircraft unless authorized to do so by SAAC. Pilots attempting unauthorized field repairs or adjustments to aircraft will be liable to SAAC for any damage arising from their efforts.
25. **The pilot is responsible for returning the aircraft to its home base.** If the pilot chooses to abandon aircraft due to weather, aircraft problems, or any other reason, then the pilot will be charged with recovery fees and expenses incurred by SAAC
26. **Injuries to Pilot, Passengers, and Third Parties:** The pilot is responsible for his or her safety and the safety of his or her passengers and third parties. Pilot must inform passengers and third parties of safe procedures in and about aircraft and must insure that safe procedures are followed. The pilot is liable for injuries that result from negligent operation of aircraft and failure to warn passengers and/or third parties of aircraft hazards. Should injuries to Pilot or passengers arise through the negligence of a third party (ies), they are individually and severally responsible for seeking their remedy against any third party (ies), and SAAC assumes no liability for failure to act in their behalf.
27. **Indemnification for Losses:** The pilot is liable to SAAC for any losses not covered by insurance, including but not limited to: deductibles; attorney fees; awards in excess of insurance policy limits; uncovered third party claims; and lawful denial of coverage by any insurance carrier that is due to acts or omissions of Pilot.
28. **Payment:** The pilot is solely responsible for full payment of aircraft rental fees at the rates published by SAAC. Payment in full is to be made by check, credit card, and/or cash upon returning the aircraft to SAAC, if aircraft is returned during normal business hours, payment shall be made the next business day if aircraft is returned after hours. Pilot further agrees to pay SAAC the posted hourly rate per flight hours plus Texas Use Tax. **Under NO circumstances will a renting pilot use SAAC aircraft for flight instruction of commercial operations.** Any payment of usage of aircraft must be paid directly to SAAC and not the renting pilot.
29. **Flight Times:** Pilot will keep an accurate record of all flight times. The Hobbs meter installed in the aircraft, or the Tach time multiplied by 1.2 will determine flight time. Start and end readings must be recorded on the timesheets provided by SAAC and any discrepancy in previously recorded Hobbs and/or Tach readings must be resolved prior to start.
30. **Other Airport Fees:** Pilot will be responsible for all fees incurred while away from KSSF airport, such as parking, ramp, hangar, tie down fees.
31. **Insurance Responsibilities:** Pilot will be responsible for all damage to the aircraft that results from their negligence that may have occurred during rental. **NOTE:** San Antonio Aero Club provides a \$100,000 liability coverage for any incident, accident or damage

incurred upon any SAAC aircraft in which SAAC is proven at fault for. No renter/student is covered by this policy if the incident, accident or damage to any SAAC aircraft is found to be the fault of the renter/student. **SAAC suggest that the renter/student carry “Renter’s Insurance” as an additional precaution against personal liability and property damage expose.**

32. **No Warranties:** SAAC makes no warranties, express or implied, as to the condition or airworthiness of its aircraft, the availability to pilot of aircraft in it’s inventory, the competence of other pilots to whom SAAC provided the aircraft, the competence of it’s subcontractors and staff, and condition in or about it’s premises. **SAAC assumes no liability for any events beyond its control that cause injury or damage to pilot, passengers, or third parties.**
33. **Minors:** If pilot is a minor, the parent(s) or legal guardian(s) of minor must sign this agreement and agree to be jointly and severally bound by all terms herein. The parent(s) or legal guardian(s) or pilot specifically agree to jointly and severally assume any and all financial obligations that may arise under this agreement. In addition, the parent(s) or legal guardian(s) agree jointly and severally to indemnify SAAC for all costs it might incur in pursuit of satisfaction of any lawful judgment issued from action brought to enforce this agreement. Further, the parent(s) or legal guardian(s) of pilot agree to hold SAAC, its employees, heirs and/or assigns harmless for any and all damager, injury or death to pilot while either on it’s premise or operating aircraft, provided SAAC is not at fault. Parent(s) or legal guardian(s) agree jointly and severally to indemnify SAAC for all legal costs and fees associated with defending any lawsuit initiated by parent(s) or legal guardian(s) that is adjudicated in favor of SAAC.
34. **Assent, Understand, Authority and Capacity:** The signatories of this agreement affirm that they have read the agreement in its entirety, understand all its terms and knowingly and willingly assent to be bound by those terms. Signatories further warrant that they have unrestricted authority and legal capacity to enter into this agreement.

SIGNATURES AND ENDORSEMENTS

Effective Date: _____

Pilot-Printed Name: _____ Pilot-Signature _____

Signature of Parent and Guardian, ID Required

I, (Print Name) _____ certify that I am the lawful

Parent of Legal Guardian of (Print Name) _____. I have read and understand this agreement and understand that by signing below I will bind by its terms.

Parent or Legal Guardian—Signature

Date

Hold Harmless Agreement Release of Liability

I, _____, hereby acknowledge that I have voluntarily requested the opportunity to fly any aircraft which is owned and/or operated by the San Antonio Aero Club DBA Pro Flite Aviation

I understand and acknowledge that there are certain hazards and risks inherent in riding in the above or any other aircraft. I acknowledge that I am participating in the flight and the activities related thereto with the full knowledge of the danger involved, and I hereby agree to accept any and all risks of injury or death.

I further understand and acknowledge that but for my voluntary execution of this release of liability; neither San Antonio Aero Club nor Pilot would permit me to participate in said activities.

In consideration of being allowed to participate in the above referenced flight activities, I do hereby, for myself, heirs, executors, administrators and assigns, **RELEASE, ACQUIT AND FOREVER DISCHARGE AND HOLD HARMLESS SAN ANTONIO AERO CLUB DBA PRO FLITE AVIATION AND PILOT**, their administrators heirs, and assigns, from any and all claims, demands and causes of action of any nature whatsoever (including sole or comparative negligence), whether in contract or in tort or under any other legal theory, arising out of or in any way related to my participation in the above referenced aircraft activities.

I further recognize and agree that this release is a release of San Antonio Aero Club DBA Pro Flite Aviation and Pilot from any and all claims or causes of action whatsoever arising out of any malfunction, design defect and/or manufacturing defect in any equipment owned or operated by San Antonio Aero Club DBA Pro Flite Aviation or Pilot.

I have read this release and fully understand its contents. No representation has been made to me by San Antonio Aero Club DBA Pro Flite Aviation or Pilot to induce me to sign this release except as stated herein.

Participant

Date

San Antonio Aero Club L.C.
DBA Pro Flite Aviation
557 Sandau Road
San Antonio, Texas 78216

Credit Card Agreement

I authorize San Antonio Aero Club L.C. to keep my signature on file and to charge my Account as indicated below:

American Exp.	Discover	Master Card	Visa
---------------	----------	-------------	------

For any changes incurred at San Antonio Aero Club resulting from aircraft rental, flight/ground instruction, books/materials or any aviation service. I also give authorization to charge the indicated account to cover the amount of my check(s) plus any processing fees, in the vent that any are returned invalid for any reason.

San Antonio Aero Club reserves the right to pre-authorize any anticipated charge in excess of \$500.

I understand that any charges that are over 15 days will be charged to this card.

I understand that this form is valid until I cancel this authorization through written notice to San Antonio Aero Club.

Name: First	Middle	Last
Account #		Expiration
Card Issuer		
Cardholder Signature		Date
Telephone Home	Cell	Work