

Pro Flite Aviation

8337 Mission Rd
 San Antonio, TX 78214
 (210) 922-1228

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 Piper, Inc.
DBA Pro Flite Aviation
8337 Mission Road
San Antonio, Texas 78214

AIRCRAFT RENTAL AND USE AGREEMENT

I, _____, AS A RENTER OF AIRCRAFT OWNED AND/OR OPERATED BY SAN ANTONIO PIPER, INC. DBA PRO FLITE AVIATION, HEREAFTER REFERRED TO AS **PROFLITE**, 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 PROFLITE authorized flight instructor prior to solo flight or as PIC in any rental aircraft. Only flight instructors authorized by PROFLITE are authorized to perform instruction in a PROFLITE 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 that make and model of aircraft with PROFLITE within the past 90 days.
3. **Student Pilots:** Prior to any solo flight, students must have a valid student pilot certificate and meet the requirements of FAR 61.87 and FAR 61.93, as applicable, including, but not limited to, the following:
 - a. Prior to any solo flight, each student pilot must:
 - (1) have met the knowledge requirements of FAR 61.87(b);
 - (2) have met the pre-solo flight training requirements of FAR 61.87(c);
 - (3) have met the pre-solo maneuvers and procedures training of FAR 61.87(d);
 - (4) have received the proper endorsements from an authorized instructor on the student pilot certificate and in the student's logbook as required in FAR 61.87(n);
 - (5) have received permission from a PROFLITE flight instructor for each solo flight;
 - (6) have flown either solo or dual within the past 30 days at PROFLITE.
 - b. Prior to any solo cross-country flight, each student pilot must:
 - (1) have received training in the maneuvers and procedures of FAR 61.93(e);
 - (2) have met the flight instructor's requirements of FAR 61.93(d);
 - (3) have received the proper endorsements from an authorized instructor on the student pilot certificate and in the student's logbook as required in FAR 61.93(c).
 - c. 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 PROFLITE, prior to operation of that aircraft. Pilot will also carry on himself/herself and produce on demand all certificates required for operating an aircraft.

5. **Airworthiness Prior to Flight:** Pilot acknowledges that he or she is familiar with and understands 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. PROFLITE will make reasonable efforts to inform pilot if aircraft is unavailable at the appointed time. However, PROFLITE assumes no liability for actual or consequential damages for its failure to provide Aircraft at the scheduled time. Pilot agrees to hold PROFLITE 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 PROFLITE 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, PROFLITE 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, PROFLITE may, at its option, charge the pilot for one hour of instruction at the rate in force at that time. PROFLITE will give consideration to circumstances beyond control of pilot and will not unreasonably exercise the option; however it is incumbent upon pilot to notify PROFLITE if unable to make a scheduled appointment. Should PROFLITE exercise its option to assess a missed appointment fee, pilot rental privileges will be suspended until the fee is paid.
9. **Late Returns:** Pilot will make reasonable efforts to notify PROFLITE, as far in advance as practicable, if he or she will be returning an aircraft later than the scheduled return time. **Pilots will not be penalized for late returns that are attributed to safety concerns.** However, PROFLITE 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 PROFLITE for the associated costs. On the return, the pilot will clean off insects from windshield and leading edge of aircraft with supplies provided by PROFLITE. 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. The Stinson Municipal Airport Rules prohibit smoking within the airport perimeter. At other airports, no person may be allowed within 50 feet while smoking. During fueling, pilot will not permit smoking within 100 feet of aircraft.

12. **Long Term Rental:** Pilot scheduling aircraft for **periods exceeding 8 hours** will notify PROFLITE, in writing, by email, or by phone **at least 48 hours in advance** of an intended trip. Pilot will inform PROFLITE, in writing or by email, of the planned destination(s), route(s) of flight, and how and where the pilot can be contacted at each destination. Planes scheduled for 8 hours or more must have a minimum of 3 hours flying time for each day (24 hour period) the aircraft is scheduled.
13. **Flight Plan:** Pilots making daylight flights exceeding 100 nautical miles for the departure airport, or night flights exceeding 50 nautical miles from the departure airport are 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 PROFLITE.
15. **Authorized Pilots:** Pilots will not allow any other person to manipulate aircraft controls unless that person has signed an aircraft rental agreement with PROFLITE 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. **Prohibition for Commercial Operation and/or Flight Instruction: Under NO circumstances will a renting pilot use a PROFLITE aircraft for flight instruction or a commercial operation without the written permission of PROFLITE.**
19. **Night, Special VFR, Aerobatic, and IFR Flight:** Pilot will not operate aircraft at night, under special VFR, aerobatically as defined in FAR 91.303, or under IFR, unless authorized to do so by a certified flight instructor authorized by PROFLITE. Such authorization must be noted in Pilot's PROFLITE file, and Pilot must meet the currency requirements of FAR 61.56 and 61.57, as may be applicable.
20. **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, forecasts, and NOTAMS; determining fuel requirements and 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.
21. **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.
22. **Fueling Reimbursement:** Pilot will receive credit against aircraft rental fees for fuel purchased from vendors other than fuel pumped at Stinson Airport. Pilot will not receive credit for fuel purchased until pilot provides PROFLITE with the fuel purchase receipt provided by the vendor.

23. **Airports:** Except in an emergency, Pilot will land only at airports listed in a NOAA Airport/Facility Directory, unless prior approval has been obtained from PROFLITE.
24. **Accident Procedures:** In the event of an accident or incident, as such terms are defined in FAR 830.2, Pilot will, if able, notify PROFLITE 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 PROFLITE 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 representative of PROFLITE unless contact with PROFLITE cannot be made and the police officer, sheriff deputy, airport administrator, or an agent of the FAA requests the aircraft be moved in the interest of safety. Pilot will, if able, take reasonable steps to preserve aircraft and installed 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.
25. **Repairs and Discrepancies:** Any discrepancy previously recorded on the Discrepancy Log must be resolved prior to start. If pilot discovers a discrepancy in Aircraft prior to departing KSSF, Pilot will immediately notify PROFLITE of the problem. If pilot is away from KSSF and a problem arises with the aircraft, Pilot is to obtain prior approval from PROFLITE prior to authorizing any repairs. If repairs are made away from KSSF, Pilot must insure that repairs are performed by certified technicians and obtain a receipt for any repairs performed in order to obtain reimbursement from PROFLITE. Pilot is not to attempt any field repairs or adjustments on aircraft unless authorized to do so by PROFLITE. Pilots attempting unauthorized field repairs or adjustments to aircraft will be liable to PROFLITE for any damage arising from their efforts.
26. **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 PROFLITE.
27. **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, they are individually and severally responsible for seeking their remedy against any third party, and PROFLITE assumes no liability for failure to act in their behalf.
28. **Damage to Aircraft Due to Negligence or Abuse:** Any damage or abnormal wear and tear that occurs to Aircraft because of negligence or abuse to the Aircraft by Pilot will be subject to reimbursement by Pilot for the costs to repair or replace items determined to have been the result of negligence or abuse. This will include abuse to tires due to heavy braking by Pilot.
29. **Indemnification for Losses:** Pilot is liable to PROFLITE for any losses not covered by insurance, including, but not limited to, deductible costs, 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.

30. **Insurance Responsibilities:** Pilot will be responsible for all damage to the aircraft that results from their negligence that may have occurred during rental. Although PROFLITE carries hull insurance on each aircraft, in the event of an accident or incident occurring while operated by or in the custody and control of the renter Pilot, the Pilot may be held liable for damages to the aircraft and injury to any passenger. A Pilot may only be liable for the deductible amount on the insurance policy if the damage is NOT due to negligence, failure to comply with a law, or failure to comply with FARs. Each circumstance is evaluated by the insurance company as to the degree of fault. Every insurance policy includes the right of subrogation against the Pilot at the discretion of the insurance company. **Due to this liability placed on the renter pilot, PROFLITE highly encourages a Pilot to obtain "Renter's Insurance" as an additional precaution against personal liability and property damage exposure.** "Renter's Insurance" may be required by PROFLITE for student pilots.
31. **Insurance Coverage:** Each aircraft operated or managed by San Antonio Piper, Inc. dba PROFLITE carries liability and hull insurance coverage. The liability limits are usually \$1M aggregate and \$100,000 per passenger, excluding the Pilot. Hull coverage is carried on the value of each aircraft and usually has a deductible of \$2,500 in motion and \$500 when not in motion. **NOTE:** No renter/student Pilot is covered by this policy if the incident, accident or damage to any PROFLITE aircraft is found to be the fault of the renter/student PILOT.
32. **Payment:** Pilot is **solely** responsible for full payment of aircraft rental fees at the rates published by PROFLITE. Payment in full is to be made by check, credit card, and/or cash upon returning the aircraft to PROFLITE. If aircraft is returned after normal business hours, payment shall be made the next business day by Pilot or payment by credit card on file will be accomplished. **Pilot further agrees to pay PROFLITE the posted hourly rate per flight hour plus Texas Sales and Use Tax, where applicable.**
33. **Flight Times:** Pilot will keep an accurate record of all flight times. The Hobbs meter installed in the aircraft will be used for determining the flight times. In the event the Hobbs Meter becomes inoperative, the Tach Time multiplied by 1.2 will be used to determine flight time. Start and end readings must be recorded by Pilot on the Flight Time Record form provided by PROFLITE. This form will be signed by Pilot upon completion of each flight.
34. **Other Airport Fees:** Pilot will be responsible for all fees incurred while away from KSSF airport, such as parking, ramp, hangar, and/or tie-down fees.
35. **No Warranties:** PROFLITE makes no warranties, express or implied, as to the condition or airworthiness of its aircraft, the availability to pilot of aircraft in its inventory, the competence of other pilots to whom PROFLITE provided the aircraft, the competence of its subcontractors and staff, and the condition in or about its premises. **PROFLITE assumes no liability for any events beyond its control that cause injury or damage to pilot, passengers, or third parties.**

36. **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) of 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 PROFLITE 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 PROFLITE, its employees, their heirs and/or assigns harmless for any and all damages, injury, or death to Pilot while either on it's premises or while operating aircraft, provided PROFLITE is not at fault. Parent(s) or legal guardian(s) agree jointly and severally to indemnify PROFLITE 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 PROFLITE.

37. **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

San Antonio Piper, Inc.
DBA Pro Flite Aviation
8337 Mission Road
San Antonio, Texas 78214

Credit Card Agreement

I authorize San Antonio Piper, Inc. and Pro Flite Aviation to keep my signature on file and to charge my credit card account, as indicated below,

<input type="checkbox"/> American Exp.	<input type="checkbox"/> Discover	<input type="checkbox"/> Master Card	<input type="checkbox"/> Visa
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for any charges incurred at San Antonio Piper, Inc. or Pro Flite Aviation resulting from aircraft rental, flight/ground instruction, books/materials, sales taxes where applicable, and other aviation services or materials I request or purchase. I also give authorization to charge the indicated account to cover the amount of my check(s), plus any processing fees, in the event that any checks are returned invalid, for any reason.

San Antonio Piper, Inc. and Pro Flite reserve the right to pre-authorize any anticipated charge in excess of \$500.

I authorize any unpaid charges that I have not paid and that are over 15 days old to be charged to this card.

I understand that this form is valid until I cancel this authorization through written notice to San Antonio Piper, Inc. and/or Pro Flite Aviation.

Name: First	Middle	Last
Address for Credit Card Account		City/State/Zip Code
Credit Card Account #		Expiration Date
Card Issuer		
Cardholder Signature		Date
Telephone Home	Cell	Work
Email Address		