

# Rocky Mountain Flight School

## AIRCRAFT RENTAL AGREEMENT

*(Please Print)*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Cell Phone: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ Other Phone: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

*Your email address is your Flight Schedule Pro account username*

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Emergency Contact Phone: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

Agreement signed by RMFS Representative on last page

*(Pilot Status and documents required to be on file)*

New Pilot	Student Solo	PPL / IR / ME	Dual: _____	Checkout / Rental
Aircraft Insurance	Aircraft Insurance	Aircraft Insurance	Aircraft Insurance	Aircraft Insurance
Rental Agreement	Rental Agreement	Rental Agreement	Rental Agreement	Rental Agreement
	Medical	Medical	Medical	Medical
	Student Certificate	Pilot Certificate	Pilot Certificate	Pilot Certificate
ID	ID	ID	ID	ID
<b>TSA Verification*</b>	<b>TSA Verification*</b>	<b>TSA Verification*</b>	Flight Review	Flight Review
	Endorsement			Aircraft Checkout
	Aircraft Checkout			(post checkout)

\*The requirements for determining citizenship status for any student, whether U.S. or alien, applies only to flight training towards an initial FAA pilot certificate, including a recreational pilot, sport pilot, or private pilot certificate; instrument rating; or multi engine rating. **This must be done in person prior to the flight.**

US Government Issued Passport **OR** US Government Issued Photo ID **and** Original Birth Certificate

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This AIRCRAFT RENTAL AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Rocky Mountain Flight School (RMFS) whose address is: 11855 Airport Way Unit C, Broomfield, CO 80021, and (Pilot/Renter) \_\_\_\_\_ whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

WITNESS THAT:

This Agreement provides information to all pilots renting aircraft from RMFS and governs the rental of aircraft and provision of other services by RMFS to Pilot. In consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

### 1. Payment and Fees

- a. **Payment is due when services are rendered.** To maintain flight privileges and access, Pilot/Renters must keep a credit card on file with RMFS Merchant Services. RMFS accepts all major credit cards, as well as cash and checks.
- b. **No-Show and Cancellation Fees.** A deposit equivalent to one hour of the instructor rate is required for all first-time reservations. This deposit will be applied toward the total cost of the instruction. In the event of a no-show or a late cancellation, the deposit will be forfeited as a cancellation fee.
  - i. The Pilot/Renter must provide at least 24 hours' notice to cancel a flight instruction reservation. Cancellations made with less than 24 hours' notice due to controllable circumstances (e.g., personal schedule changes) may incur a fee equivalent to one hour of the scheduled instruction rate.
  - ii. For aircraft rentals, the Pilot/Renter should provide at least 12 hours' notice to cancel. Any notice helps manage availability. To ensure fair use, excessive blocking of the aircraft may result in a \$25.00 per hour fee for the scheduled time.
  - iii. RMFS reserves the right to rent out aircraft if the Pilot/Renter is more than 15 minutes late and may apply additional charges for late returns that affect operations.
- c. **Rental Equipment/Keys.** The Pilot/Renter must return the aircraft key with the aircraft dispatch before leaving the premises. A fee of \$25.00 will be charged for lost keys. Additionally, RMFS may charge for lost headsets or other borrowed equipment.
- d. **Unpaid Rental/Other Balances.** The Pilot/Renter authorizes RMFS to charge any unpaid rental or other balances to the credit card currently on file with RMFS. To maintain flying privileges, the Pilot/Renter must ensure that their account is always current.

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- e. **Past Due Account.** All past due accounts will incur a finance charge in the amount of 1.75% of the balance due per month (21 percent per annum). All checks returned for “Insufficient Funds” will incur a **service charge in the amount of \$35.00 per check** in addition to the cost of services rendered. Accounts past due for 90 days or more will be subject to collection actions, and the Pilot/Renter will be responsible for any attorney fees, court fees, and other costs associated with such collection actions.

### 2. Insurance Policy Requirements

- a. The Pilot/Renter is required to obtain an Aircraft Renters Insurance Policy from a reputable aviation insurance broker to use RMFS aircraft for training and rental purposes. While RMFS does not mandate a specific insurance provider, the following coverage is required:
- a. **Aircraft Damage (Hull) Insurance:** Minimum coverage of \$10,000 is required for damage to the rented aircraft. For aircraft of higher value, RMFS may mandate increased coverage.
  - b. **Liability Insurance:** While not required, it is strongly recommended to obtain liability coverage for bodily injury and property damage. This insurance protects against claims from third parties and potential damages beyond the aircraft itself.
- b. The Pilot/Renter is responsible for securing this insurance, paying any premiums and deductibles, and maintaining active coverage throughout the rental period with RMFS. A copy of the policy must be on file with Rocky Mountain Flight School, and the policy must remain active.
- c. **Aircraft Checkout.** To meet our insurance obligations, Pilot/Renters are required to complete an aircraft check out with a RMFS instructor and show compliance with Section 5(f) **Flight Currency with RMFS** of this agreement. In addition, a copy of a RMFS Aircraft Check-Out Form **MUST** be completed for each make & model of aircraft flown and be signed by a RMFS instructor.

### 3. Liability

- a. **Aircraft Damage.** The Pilot/Renter agrees to cover the cost of any damage to the aircraft resulting from their negligence. It is the Pilot/Renter's sole responsibility to ensure the proper handling and operation of the aircraft and equipment during the rental period. This responsibility includes any damage incurred during pre-flight or post-flight inspections, as well as damage sustained while ground handling the aircraft or moving it in and out of any hangar rented by the Pilot/Renter.
- b. **Pilot/Renter's liability is NOT limited.** RMFS insurance may subrogate under the following conditions:
- i. Willful misconduct or gross negligence by the Pilot/Renter
  - ii. Violating the Federal Aviation Regulations (FAR's)
  - iii. Use of a RMFS aircraft in illegal activities
  - iv. Conducting flight training without authorization

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- v. Receiving flight training from anyone other than an RMFS instructor.
  - vi. Material breaches the terms of this agreement
  - vii. Using a RMFS aircraft for commercial operations
- c. **Additional Liability.** In addition to being responsible for damage to the rented aircraft, the Pilot/Renter may also be liable for additional third-party claims. This includes liability for passengers, individuals outside the aircraft, property damage (other than the aircraft), and loss of use of the aircraft. The Pilot/Renter may also be responsible for attorney fees arising in connection with the use of RMFS aircraft.
- d. **Hold Harmless.** The Pilot/Renter hereby agrees to indemnify and hold RMFS harmless against any liabilities, claims or damages which result from/or are in connection with Pilot's rental of an aircraft pursuant to this agreement; and the Pilot/Renter also agrees to be responsible for the payment of any damages caused to Pilot/Renter, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment as set forth in Section 3(a) while in the Pilot/Renter's possession and use.
- e. **Lost or Stolen Property:** RMFS is not responsible for any loss or theft of personal property belonging to the Pilot/Renter or their passengers while on RMFS premises or in RMFS aircraft. The Pilot/Renter acknowledges and agrees that they are solely responsible for securing their personal belongings.

### 4. Aircraft Handling

- a. **Pre-Flight Inspections.** The Pilot/Renter is responsible for complying with all Federal Aviation Regulations (FARs) and the aircraft manufacturer's guidelines for pre-flight procedures. Any damage, unairworthy conditions, or missing documents discovered during the pre-flight inspection must be reported to RMFS immediately, **prior to flight**. The Pilot/Renter must not accept the aircraft until they are satisfied with its airworthiness and functionality.
- b. **Post-Flight Inspections.** The Pilot/Renter must adhere to all FARs and manufacturer guidelines for post-flight procedures. Any damage found during the post-flight inspection must be reported to RMFS immediately and before leaving RMFS premises. Failure to report damage caused by the Pilot/Renter or during the Pilot's use of the aircraft will result in the termination of flying privileges with RMFS and potential collection actions for repair costs.
- c. **Damage and Maintenance.**
- i **Maintenance Reporting:** Any maintenance-related issues that could affect flight safety, as well as any Aircraft Squawks (issues or anomalies), must be reported immediately to RMFS staff. Squawk sheets are available at the front desk or in the aircraft dispatch binder. For maintenance actions needed away from the home base, prior authorization from RMFS management is required. Contact information is provided in the aircraft binder.

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- ii **Aircraft Malfunctions.** If the aircraft experiences a malfunction making it unsafe or unairworthy, the Pilot/Renter must contact RMFS for instructions on repairs or abandonment. No aircraft may be abandoned without authorization from the RMFS owner.
  - iii **Repair Authorization:** All repairs must be authorized by RMFS. In case of emergencies, minor repairs up to \$100 may be approved by the Pilot/Renter but must be reported and documented. Unauthorized repairs may incur additional charges or result in the loss of rental privileges.
  - iv **Return Transportation.** For *training flights* within a 100-mile radius of Rocky Mountain Metropolitan Airport (BJC), RMFS will provide transportation for the Pilot/Renter and/or Instructor. For other rental flights, the Pilot/Renter is responsible for arranging and covering the cost of transportation for individuals on board returning to BJC. RMFS is responsible for the return of the aircraft but not for incidental travel or other expenses incurred by the Pilot/Renter.
- d. **Master/Avionics Switches.** The Pilot/Renter must ensure that the aircraft master and avionics master switches are turned off after each flight. If recharging or a jump start is required due to non-compliance, the Pilot/Renter may be charged a fee equivalent to 1 hour shop rate.
  - e. **Securing Aircraft.** The Pilot/Renter must secure the aircraft after each flight using all means provided by RMFS (chains, tie-down ropes, gust locks, throttle locks, etc.) or ensure adequate security if not parked on the RMFS ramp. A tie-down fee of \$10.00 may be charged for non-compliance, and the Pilot/Renter is responsible for any damage resulting from improper securing.
  - f. **Cleanliness.** The Pilot/Renter must leave the aircraft interior clean after each flight. Food, drinks, and smoking are **strictly prohibited** in the aircraft, except for bottled beverages. A cleaning fee of \$15.00 may be charged for violations. Smoking on the ramp or within 50 feet of any aircraft and fueling equipment is also prohibited.

### 5. Flight Procedures

- a. **Federal Aviation Regulations (FARs).** It is the Pilot/Renter's sole responsibility to comply with all Federal Aviation Regulations at all times.
- b. **Aircraft Flight Time.** The Pilot/Renter must check the current HOBBS/TACH time on the aircraft dispatch and report any discrepancies to RMFS Staff before starting the aircraft. Unreported discrepancies are the Pilot/Renter's responsibility. To assist with the resolution of discrepancies and avoid being charged, the Pilot/Renter may be asked to provide photo evidence of the HOBBS/TACH meter. The Pilot/Renter must record the ending HOBBS/TACH time **to the highest tenth visible** on the aircraft dispatch after shutdown.



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- c. **Weight & Balance.** RMFS recommends calculating the weight & balance before all flights. It is required for flights with three or more persons on board or when carrying more than 100 lbs of baggage.
- d. **Fees at Other Airports.** The Pilot/Renter is responsible for paying all landing, tie-down, handling, and other fees incurred enroute or at the flight destination.
- e. **Unpaved Airport Landings.** Except with prior permission or in an emergency, the Pilot/Renter is not permitted to land on unpaved surfaces and runways, including grass, turf, gravel, or other unstable surfaces.
- f. **Flight Currency with RMFS.** The Pilot/Renter must adhere to FAA regulations for flight currency. Additionally, to maintain currency with RMFS, you must have flown an RMFS aircraft within the past 90 days. For aircraft requiring minimum hours, you must have flown that specific type within the last 120 days. At RMFS discretion, a flight currency checkout with an RMFS Certified Flight Instructor may be required to reestablish your currency. Refer to posted checkout minimums.
- g. **Pilot License & Medical Certificate.** The Pilot/Renter must maintain a current copy of their Pilot License and Medical Certificate on file with RMFS. A valid driver's license is also required for identification. Proof of citizenship (**original birth certificate or valid passport**) must be provided prior to flight training towards an initial FAA pilot certificate, including a recreational pilot, sport pilot, or private pilot certificate; instrument rating, or multi engine rating.
- h. **Overnight Rental.** Overnight aircraft rentals incur a minimum charge of 2 hours per day after the first overnight stay.
- i. **Mountain Checkout.** Before undertaking any mountain flight, you must complete a mountain checkout with a qualified RMFS instructor. This involves a flight specifically for mountain checkout, followed by a signed and completed mountain checkout form from the instructor. A mountain flight is defined as any flight west of the continental divide and over terrain at or above 10,000 feet. Ensure that a mountain checkout is on file with RMFS prior to any such flight.

### 6. Operational Procedures

- a. **Aircraft Operations.** The Pilot may only rent aircraft for which they have received a checkout and are recorded as such at RMFS. Pilot/Renters are encouraged to periodically inspect their RMFS records.
- b. **Flight Instruction.** Only RMFS Flight Instructors are authorized to provide flight instruction in RMFS aircraft. Determination of instruction time is at the sole discretion of the RMFS Instructor and begins at the scheduled time for the flight lesson unless prior arrangements have been made.
- c. **Personal Use only.** Pilot/Renters may use aircraft only for personal use, training with an RMFS instructor, or incidental business purposes. **Commercial operations, including flight training or instruction, are not authorized** in RMFS aircraft.

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- d. **Pilot in Command.** The Pilot/Renter acting as PIC will fly from the left seat only unless they have a “Right Seat PIC Checkout” approved by a RMFS Chief or Assistant Chief Flight Instructor. The Pilot/Renter must not allow anyone else to fly the aircraft unless they are also a current RMFS member. **Student Pilots are prohibited from carrying passengers** and must have a current sign-off from their instructor, observing all weather and wind limitations.
- e. **Adverse Weather.** The Pilot/Renter must ensure that weather conditions permit a safe flight. If weather prevents a safe return to BJC, the Pilot/Renter must stay with the aircraft until it is safe to return. RMFS is not responsible for incidental travel expenses or other charges incurred. If RMFS assumes responsibility for returning the aircraft, the Pilot/Renter will be liable for the cost of aircraft and pilot time incurred for the duration of the return in addition to rental charges. Pilot/Renters are also responsible for hobbs time if a flight is terminated due to weather conditions before takeoff.
- f. **Off-site Fuel Purchases.** RMFS aircraft are rented “wet.” The cost of fuel purchased will be credited to the Pilot/Renter’s account **at the rate posted** upon presenting an original fuel receipt within 30 days. No refunds. Tie-down fees, landing fees, hangar fees, or other charges will not be reimbursed. The original receipt will be returned for the Pilot/Renter’s records.
7. **Emergency Reporting.** Pilot/Renter agrees to report all accidents, both major and minor immediately along with any names and addresses of witnesses and involved parties. Pilot/Renters will not allow the aircraft to be moved unless expressly authorized to do so by RMFS or authorities. Pilot/Renters will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot/Renter should immediately contact local authorities, and RMFS, in accordance with NTSB requirements.
8. **Pilot Conduct and Safety**
- a. **Flight Suspension.** RMFS reserves the right to immediately suspend the flight privileges of any Pilot/Renter at the discretion of the owner, management, or an RMFS instructor. The Pilot/Renter may be required to meet with the owner or a designated instructor to discuss the situation before a final decision is made. Reasons for suspension may include, but are not limited to:
- i **Safety Concerns:** Any behavior or actions that pose a risk to the safety of the Pilot/Renter, aircraft, or other individuals.
  - ii **Unacceptable Conduct:** Any conduct deemed unacceptable, disruptive, or dangerous by RMFS staff.
  - iii **Violation of Policies:** Any violation of RMFS policies or procedures.
- b. **Permanent Bans.** RMFS reserves the right to issue a permanent ban to any Pilot/Renter whose conduct is deemed unacceptable or poses a significant risk to safety or operations. Once banned, the individual is prohibited from accessing RMFS

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premises, facilities, and aircraft indefinitely. If a banned individual is found on RMFS property, RMFS may take legal action, including involving law enforcement and seeking a restraining order. The individual may face civil penalties, damages, and related costs.

### 9. Legal Terms

- a. **Governing Law.** This agreement shall be construed and enforced under the laws of the State of Colorado.
- b. **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.
- c. **Amendment.** This Agreement may be modified by written notice of RMFS to Pilot at Pilot's address provided herein. Such changes shall become effective as set forth in the notice or 15 days after mailing, whichever is later. Pilot may elect to terminate this agreement in writing if Pilot does not accept changed terms.
- d. **Certification.** Pilot certifies that all information supplied to RMFS is true and correct.
- e. **General Release.** The undersigned customer, student, or renter pilot understands the inherent risk involved in aviation activities and freely chooses to incur said risk. In that regard, the undersigned hereby voluntarily releases Rocky Mountain Flight School, Inc., its officers, employees, directors, and agents from any and all claims, demands, rights and causes of action whatever kind and nature, arising from, and by reason of, any and all known, unforeseen, personal injuries that have been or that may have been sustained by said undersigned as a consequence of renting aircraft and/or facilities from Rocky Mountain Flight School, Inc., or its agents.

### 10. Acknowledgement

**I have read and agree to abide by the Rocky Mountain Flight School Aircraft Rental Agreement.**

Pilot/Student: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Pilot/Student: \_\_\_\_\_  
(Printed)

By: \_\_\_\_\_  
(RMFS Representative)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_