

# TakeWING

Flying D Enterprises, LLC  
541-895-5935 or 541-510-7049

## AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT (the Agreement) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Flying D Enterprises, LLC, D.B.A. TakeWING hereafter "TakeWING" and \_\_\_\_\_ ("Renter").

1. **RENTAL FEE:** Renter shall pay a rental fee for Renter's use of the Aircraft in accordance with TakeWING's prevailing prices and policies. Such rental fee shall be due and payable at the completion of each Rental Period ("RP"), as herein defined. Rental Period ("RP") for any Aircraft is defined herein as that time period during which Renter has possession of the keys of the Aircraft, Authorized possession of the Aircraft commences with the authorized release of the keys of the aircraft to Renter by TakeWING and concludes with the return by the Renter of the keys of the Aircraft to TakeWING provided that Renter has returned Aircraft to airport agreed-upon. Renter hereby agrees and acknowledges that Renter is responsible for Aircraft at all times during the RP.
2. **AIRCRAFT** Renter acknowledges and agrees that the term Aircraft may constitute more than one Aircraft Make and Model ("M&M").
3. **PILOT-in-COMMAND:** Renter hereby agrees that when acting as the Pilot-in-Command of the Aircraft Renter shall operate Aircraft in accordance with applicable Federal, State, Local and TakeWING's rules and regulations. Renter agrees that when two or more certificated pilots fly together, the Pilot-in-Command shall be nominated prior to takeoff.
4. **CERTIFICATES:** Renter represents that Renter holds a valid and current Federal Aviation Administration ("FAA") pilot certificate and a valid and current medical certificate, or if operating as a Sport Pilot, a valid Driver's License in lieu of a FAA medical certificate, and has passed a flight review within the last twenty-four (24) calendar months. For the purpose of Aircraft rental, the validity and currency of such certificate shall be based upon review of credentials presented by Renter to TakeWING, who at its sole discretion may deny rental of Aircraft at any time for any reason.
5. **PRE-FLIGHT:** Prior to each flight the Renter shall personally conduct a pre-flight inspection of the Aircraft as prescribed by the manufacturer of the Aircraft, including checking the fuel from all sumps and determining that the fuel is the correct type for the Aircraft and that the fuel and oil on board the aircraft are sufficient for Renter's purpose, and that the aircraft is in airworthy condition for flight.
6. **CURRENCY** Renter hereby agrees that to be the Pilot-in-Command of any TakeWING Aircraft M&M within the terms of this Agreement, and prior to or concurrent with the commencement of any renewal term, Renter must demonstrate satisfactory proficiency in same aircraft M&M to a TakeWING Flight Instructor. Renter further agrees, that he/she shall comply with any endorsements and or limitations placed in his/her logbook by TakeWING Flight Instructors. Renter further agrees that TakeWING may, at its sole discretion, require Renter to demonstrate satisfactory proficiency in aircraft M&M to a TakeWING Flight Instructor at anytime.
7. **CHECKLISTS:** Renter shall operate the aircraft in accordance with the Aircraft manufacture's recommended pre-takeoff, cruise, and pre-landing checklists or if one is not established for the Aircraft a checklist provided by TakeWING for that aircraft.
8. **WEATHER:** Prior to each flight, Renter shall obtain current weather reports and forecast weather from an FAA approved source. The weather information shall included current and forecast weather for the proposed route of flight prior to commencing the flight. Renter shall only operate Aircraft when current and forecast aviation weather reports indicate that weather conditions locally, en route, and at the destination are commensurate with the pilot's certificates, ratings, and experience, any endorsements or limitations placed in Renter's logbook by TakeWING flight instructors, and within the capabilities of Aircraft.
9. **COMPLIANCE WITH TakeWING PROCEDURES:** Renter represents and warrants that Renter has read and understands TakeWING procedures and policies relating to Rental of Aircraft as set forth in TakeWING's written documents or as communicated by TakeWING Flight Instructors. TakeWING retains the right to deny Aircraft rental if Renter fails to comply with any part of TakeWING Rental procedures and policies.
10. **RUNWAYS:** Except in an emergency, Renter agrees to use only established, hard-surfaced runways or those grass runways approved by TakeWING in accordance with TakeWING's checkout policies.
11. **ACCIDENTS:** Renter agrees to immediately report to TakeWING any accident, mishap, incident or anomalies including, but not limited to, engine failure, engine stoppage, or engine shut-down; propeller strike, failure or damage; physical damage or anomalies to Airframe or other parts of Aircraft; or any and all of its component parts including avionics and electronic components or radios, or anomalies thereto or otherwise applicable under National Transportation Safety Board Part 830.
12. **FILING OF FLIGHT PLANS:** Renter shall file an FAA flight plan when operating at Night away from the vicinity of the airport, when on any student solo cross-country training flight, and for any flight of more than one hundred (100) nautical miles in one direction.
13. **PHYSICAL CONDITION:** Renter represents that Renter will not operate Aircraft if Renter has used intoxicating liquor, tranquilizers, or sleep-inducing drugs within twelve (12) hours prior to the commencement of any flight or flight leg or if Renter's physical condition is in any way impaired.
14. **PROHIBITED ACTIVITIES:** Renter agrees that the Aircraft shall not be used (a) to carry persons or property for hire; (b) in any race, test, or contest not sponsored by TakeWING; (c) for any illegal purpose whatsoever; or (d) for any purposes not permitted by TakeWING procedures.

Renter's Initial \_\_\_\_\_

15. **AIRCRAFT MANUFACTURER:** Renter hereby acknowledges that TakeWING is not the manufacturer of the Aircraft, nor the manufacturer's agent, and that TakeWING makes no warranty or representation, either expressed or implied, as to fitness, workmanship, design, condition of the aircraft, its fitness for any particular purpose, or the quality or capacity of the material in the aircraft.
16. **SUBLEASE AGREEMENT:** Renter agrees not to sublease the Aircraft or sell, assign, or otherwise transfer this Agreement.
17. **ALTERATIONS:** Renter agrees not to make any additions, alterations, or improvements to the Aircraft.
18. **DAMAGE TO AIRCRAFT:** At the termination of the rental period, Renter shall return the Aircraft to TakeWING in the same condition as when received, excepting reasonable wear and tear.
19. **RENTAL INSURANCE DISCLOSURE NOTIFICATION:** Renter acknowledges that TakeWING has provided to Renter and Renter has reviewed the attached Insurance Disclosure Notification relating to insurance coverage for Bodily Injury Liability and Property Damage Liability arising from Renter's use of the Aircraft during Rental Period, which is incorporated herein by reference.
20. **EMERGENCY REPAIRS:** Emergency repairs shall be defined as repairs to the Aircraft which, due to statute, regulations, mechanical failure, or failure, or damage, should be made to the Aircraft before further flight. Should the aircraft require emergency repairs, Renter shall comply with the following procedures: (A) contact TakeWING for instructions; (B) If no contact can be made and repair can be effected for One Hundred Dollars (\$100.00) or less, Renter is authorized to make payment for the repairs, for which Renter shall be reimbursed by TakeWING. Under NO circumstances shall Renter authorize repairs to be made to the Aircraft by any other than an authorized FAA mechanic or repair station. Under no circumstances shall the Renter fly the Aircraft without repair, if to do so would violate any Federal. State regulations or compromise the safety of the renter, his/her passengers, or the Aircraft.
21. **DEFAULT:** Renter agrees and/or acknowledges that if Renter defaults in the performance of any of his/her obligations under this agreement, TakeWING, at its option, and without further notice, has the right to terminate the Agreement and to repossess the Aircraft using such force as may be necessary without being deemed guilty of trespass, breach of peace, or forcible entry, and detainer, and Renter hereby expressly waives the service of any notice. Exercise by TakeWING of either or both of the rights specified above shall not prejudice TakeWING's right to pursue any other remedy in law or equity.
22. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the Oregon.
23. **RELATIONSHIP OF PARTIES:** Renter is not and shall never at any time during the term of this Agreement become the agent of TakeWING, and shall not be responsible for the acts or omissions of TakeWING, its agents, or servants.
24. **REMEDIES CUMULATIVE:** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies.
25. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and as of its effective date supersedes all prior agreements between the parties as related to the rental of Aircraft. Any change or modification hereof must be in writing signed by both parties.
26. **WAIVER:** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
27. **SUCCESSORS BOUND:** This Agreement shall be binding and shall inure to the benefit of the heirs, legal representative, successors, and assigns of the parties hereto.
28. **REPOSSESSION OF AIRCRAFT:** Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned on the due-back date (weather permitting), is illegally parked, is operated in violation of any Federal, State or Local law or regulation, or is operated outside the scope of this Agreement, appears to be abandoned or if Renter had given false or misleading information at time of rental.
29. **TERM:** The term of this Agreement is for the duration that the Renter is a member in good standing of TakeWING's Aviation Club and shall begin from the date first written above. The terms of membership is subject to the rules and regulations established in the TakeWING Membership Handbook, which is incorporated herein by reference, and may be renewed at TakeWING's sole discretion
30. **HEADING:** Headings are provided for convenience only and do not constitute part of this Agreement.

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**RENTER**

**SIGNED** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**TakeWING Representative**

**Covenant Not to Sue, Liability Release, and Assumption Of Risk Agreement**

Participant's or Renter's Name	TakeWING Aviation Club Member #
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I, \_\_\_\_\_, hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks, which may result in serious injury or death. I understand and agree that neither my instructors nor Flying D Enterprises LLC, DBA TakeWING, nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or after I receive my pilot certification(s).

I also understand that Flight Activities are physically demanding and that I must seek the ongoing care of a licensed and authorized aviation medical examiner and that I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation. I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not merely recital, and that I have signed this document of my own free act and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

I, \_\_\_\_\_ **BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, TakeWING AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS**

Participant's Signature	Date
Parent or Guardian's Signature (If Applicable)	Date
TakeWING Representative	Date

## AIRCRAFT RENTAL INSURANCE DISCLOSURE NOTIFICATION

Aircraft Operator: Flying D Enterprises, LLC D.B.A. TakeWING  
Creswell Municipal Airport  
Address: 83501 N. Melton Road  
Creswell, OR 97426  
ARCH Insurance Company  
Insurance Company:  
Insurance Agency: **Falcon Insurance Agency of Houston, Inc.**  
**Mark Brown**  
PO Box 489  
Humble, TX 77347-0489  
Phone: 281-540-8822 or 800-880-8822  
Fax: 281-540-8222  
Policy Number: 11CAH7412700  
Policy Expiration Date: Renews annually (January).

**Renter Liability:** In the event of an Aircraft accident or an incident during the Rental Period in which the Renter is Pilot-in-Command, Renter acknowledges and agrees to accept financial responsibility for payment of the Aircraft's insurance deductible. Renter further agrees to accept financial responsibility for payment of Aircraft Physical Damage, Bodily Injury and Property Damage if it is determined that said Physical Damage, Bodily Injury and Property Damage was caused by Renter's *failure to comply with the Aircraft Insurer's Declarations and Provisions as stated in Aircraft Insurance Policy or TakeWING's procedures and policies.*

### Limits of Insurance for Bodily Injury and Property Damage Occurrence Limit \$1,000,000

Sub-limit for **Each Passenger** for **Bodily Injury**, other than for claims made or suits brought against **Renter Pilot** or **Student Pilot**: \$100,000

Sub-limit for Each Person for **Bodily Injury** for claims made or suits brought against a **Renter Pilot**: \$100,000

Sub-limit for Each Person for **Bodily Injury** for claims made or suits brought against a **Student Pilot**. \$100,000

### DEDUCTIBLE:

While the Aircraft is **in Motion, including Ingestion**: \$1000

While the aircraft is **Not in Motion**: \$500

With respect to retractable gear, multi-engine, conventional gear, light sport, aircraft composite and aircraft over 25 years of age: While **In Motion, including Ingestion**: \$2500

While the aircraft is **Not in Motion**: \$2500

By signing below I agree that I have read and I have been informed of TakeWING's Aircraft Insurance requirements and limitations. I understand that the insurance provided by TakeWING may not adequately cover my personal requirements. I acknowledge by my signature below that I have read and I understand this Renter's Agreement, covenants, restrictions, and requirements, and I agree to abide by them. I acknowledge that I have received a copy of this agreement.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

RENTER

SIGNED \_\_\_\_\_ DATE: \_\_\_\_\_

TakeWING Representative