

Middle River Aviation
Flight Training Center
Airplane Rental Agreement

This AIRCRAFT RENTAL AGREEMENT (the agreement) is entered into as of the 20 day of MAY 2017 between MIDDLE RIVER AVIATION LLC and MARLBOROUGH NOWA ("RENTER")

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as regards from time to time by RENTER of any and all aircraft rented from MIDDLE RIVER (hereafter "Aircraft") as follows:

1. **RENTAL FEE:** RENTER shall pay from time to time a renter fee for RENTER'S use for the aircraft in accordance with MIDDLE RIVER AVIATION's prevailing prices and policies, including, but not limited to, Minimum Daily Rates, and Minimum Booked Rates. Such rental fee shall be due and payable in advance at the beginning of each Rental Period (RP"), as herein defined. RENTER hereby agrees and acknowledges that RENTER is responsible for Aircraft at all times during the RP. Renter agrees to return the Aircraft at the agreed-upon time.

Rental Period: 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 MIDDLE RIVER and concludes with the return by the RENTER of the keys of the Aircraft to MIDDLE RIVER provided that RENTER has returned the Aircraft to MIDDLE RIVER as agreed-upon and/or as scheduled by RENTER. RENTER agrees to return the Aircraft at the agreed-upon time.

- 1A. **NO-SHOW CHARGES:** RENTER agrees to pay the then-established no-show charges, in accordance with MIDDLE RIVER's prevailing prices and policies. RENTER will be charged a penalty of seventy percent (70%) of the total time booked with Middle River, at the then-established aircraft rental and or flight instruction rate, if RENTER(a) fails to arrive for a flight and/or flight lesson; or, (b) cancels a previously -booked reservation with 24-hours of the commencement of that reservation. This charge will not apply if RENTER's reservation is cancelled because of verifiable weather conditions.

**** Middle River is a flight training facility and, as such, flight training takes priority over general personal aircraft rentals/usage/reservations. It may at times become necessary to cancel a non-training reservation in a particular Aircraft in order to allow a customer to complete their flight training and/or take a required check flight or check ride. If such an event conflicts with RENTER's reservation, MIDDLE RIVER will make every effort to provide a comparable Aircraft.**

- 1B. **OTHER CHARGES:** RENTER agrees to pay any and all normal and customary charges and costs associated with flight training, Aircraft rental, purchase of equipment/supplies/charts/publications, and rental of equipment and headsets, at the then-prevailing prices and policies of MIDDLE RIVER. Further, RENTER agrees to pay any and all sums equal to the cost of all damages to the Aircraft damage to any other property, and lost revenue caused in whole or in-part by RENTER'S failure to comply with this Agreement, the rules and regulations of the Federal Aviation Administration ("FAA"), or by virtue of RENTER'S negligence or use of improper procedures. Additionally, RENTER agrees to pay Middle River a \$25.00 service fee, in addition to the face amount of any checks returned by RENTER'S bank for any reason.

1C. LATE FEES/LOSS of USE/OTHER CHARGES: RENTER agrees to pay MIDDLE RIVER AVIATION'S prevailing prices and policies, including, but not limited to, Minimum Daily Rates for any and all "loss of use" caused by RENTER's delay in returning the Aircraft as scheduled. "Loss-of-Use" is defined as the estimated revenues, based upon the aircraft's intended usage MIDDLE RIVER would have earned from flights and instruction had the Aircraft been returned as required. RENTER further agrees to pay all fines, penalties, forfeitures, court cost, legal fees, and other charges assessed against Middle River and/or the Aircraft with respect to the use of the Aircraft by RENTER.

1D. CREDIT CARD ON-FILE: RENTER will maintain, at all times, an active, approved credit card on-file with MIDDLE RIVER, along with a signed charge authorization. RENTER specifically authorizes Middle River to that credit card for any or all charges incurred by RENTER, including, but not limited to, rental fees, no-show charges, damage to aircraft, etc.

2. SOLE PILOT: RENTER agrees that RENTER shall be the sole pilot or operator of the aircraft during each RP, shall not allow anyone else to fly the aircraft, and shall be the sole occupant of the left front seat of the aircraft. RENTER hereby agrees to operate Aircraft in accordance with applicable Federal, State, and Local laws and regulations. RENTER must have current information on file with MIDDLE RIVER and shall be updated by RENTER before the commencement of each rental period and are hereby incorporated by reference into this Agreement.

3. CERTIFICATES: RENTER represents that RENTER holds valid and current Federal Aviation Administration ("FAA") pilot license, valid and current medical certificate, and has passed a flight review, as defined with the Federal Aviation Regulations, with the last twenty-four (24) calendar months or is a Student Pilot supplying a valid and current medical certificate. For the purpose of Aircraft rental for any RP, the validity and currency of such certificates shall be based upon review of credentials presented by RENTER to MIDDLE RIVER, who at its sole discretion may deny rental of Aircraft at any time for any reason.

4. INITIAL CURRENCY IN MIDDLE RIVER AIRCRAFT:

RENTER acknowledges and agrees that the term Aircraft constitutes more than one Aircraft Make and Model ("M&M"). RENTER hereby agrees that prior to RENTER'S first rental of any Aircraft M&M within the terms of this agreement, and prior to or concurrent with the commencement of any renewal term, RENTER must demonstrate proficiency in same Aircraft M&M satisfactory to a MIDDLE RIVER AVIATION *Flight instructor*.

4A. 90-DAY and ANNUAL CURRENCY IN MIDDLE RIVER AIRCRAFT: RENTER further agrees that if RENTER has not flown Aircraft M&M within the last 90 days of said demonstration of proficiency, MIDDLE RIVER may require RENTER to again demonstrate proficiency in Aircraft M&M satisfactory to a Flight instructor at its sole discretion.

5. **PRE-FLIGHT/ CHECK-LISTS/ POST-FLIGHT:** RENTER shall operate the AIRCRAFT in accordance with the Aircraft manufacture's recommended pre-landing check-lists. Prior to each flight, each 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. Further, RENTER shall comply with all post flight required check-lists and Aircraft securing procedures, and shall use any and all means to make sure the Aircraft is properly secured.
6. **WEATHER:** RENTER shall obtain weather reports of forecasts for the purposed route prior to commencing a flight, as required by the Federal Aviation Regulations. RENTER shall only operate Aircraft when current and forecasted aviation weather indicate that weather conditions present both locally, en route, and at the destination are commensurate with the pilot's certificate, rating and experience, capabilities of Aircraft, compliance with MIDDLE RIVER check-out requirements, and meet all other requirements as set forth herein. Further, MIDDLE RIVER is not responsible for incidental cost (e.g. telephone calls, meals, lodges, rental vehicles, and airline tickets), incurred by RENTER in the event of weather delays and/or cancellations.
7. **RUNWAYS:** RENTER agrees to use only established runways, suitable for the operation(s) being conducted, as listed within the then-in-force Airport Facility directory (ies). Non-emergency off-airport landings, or landings at airports not listed within the then-in-force Airport Facility Directory (ies) are prohibited.
8. **ACCIDENTS:** RENTER agrees to immediately report to MIDDLE RIVER 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 Transportations Safety Board Part 830.
9. **COMPLIANCE WITH LAWS:** RENTER shall file an FAA flight plan for all flights of more than twenty-five (25) nautical miles in one direction. THE Aircraft shall only be operated in accordance with all Federal, State, and Local laws, Letters of Agreement between the FAA and MIDDLE RIVER, and applicable rules and regulations.
10. **PHYSICAL CONDITIONS:** RENTER represents that RENTER will not operate Aircraft if RENTER has used intoxicating liquor, tranquilizers, or sleep-inducing drugs within twenty-four (24) hours prior to the commencement of any flight or flight leg, or if RENTER'S physical condition is any way impaired.
11. **INSPECTION:** RENTER represents that RENTER has inspected the Aircraft or has caused it to be inspected and hereby agrees that the Aircraft is in acceptable mechanical condition.

- 12. 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; (c) for any illegal purpose whatsoever; (d) to give flight instruction in if RENTER is not a MIDDLE RIVER AVIATION flight instructor; (e) for flights outside the United States; (f) for spin or other aerobatic maneuvers; (g) beyond the operating limitations of the Aircraft as described within the FAA approved flight manual; (h) at unlit airports at night; (i) to carry pets or animals in any MIDDLE RIVER AVIATION aircraft; (j) in violation of any MIDDLE RIVER policy, procedure manual, rule, regulation, and/or placard; (k) for any purposes not permitted by MIDDLE RIVER policies and procedures.
- 13. CONDITION OF AIRCRAFT:** RENTER HEREBY ACKNOWLEDGES THAT MIDDLE RIVER IS NOT THE MANUFACTURE OF THE AIRCRAFT, NOR THE MANUFACTURES'S AGENT, AND THAT MIDDLE RIVER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY
- 14. SUBLEASE AGREEMENT:** RENTER agrees not to sublease the Aircraft or sell, assign, or otherwise transfer this Agreement.
- 15. ALTERATIONS:** RENTER agrees not to make any additions, alterations, or improvements to the Aircraft.
- 16. INDEMNITY-FORCE MAJEURE:** RENTER agrees to release, indemnify, and hold MIDDLE RIVER, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses and claims of judgements of any kind whatsoever, including all costs, attorney's fees, charged to MIDDLE RIVER by reason of any loss of or damage to any property, or injury to, or death of a person, arising out of or by any reasons of any breach, violation, or nonperformance by RENTER of any term or condition of this Agreement, or by any act or failure to act on the part of the RENTER. MIDDLE RIVER shall not be liable for its failure to perform under this Agreement, or any loss, injury, damage. Or delay of any nature whatsoever resulting there from or caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war, terrorist action, or any other cause beyond MIDDLE RIVER'S control.
- 17. DISCLAIMER OF LIABILITY:** MIDDLE RIVER HEREBY DISCLAIMS, AND RENTER HEREBY RELEASES OPERATOR FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY RENTER, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF THIS AGREEMENT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY MIDDLE RIVER'S GROSS NEGLIGENCE. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL MIDDLE RIVER BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR OTHER DAMAGE RELATED TO THE RENTING OF THE AIRCRAFT UNDER THIS AGREEMENT.
- 18. DAMAGE TO AIRCRAFT:** At the termination of the rental period, renter shall return the aircraft to MIDDLE RIVER in condition as when received, excepting reasonable wear and tear. RENTER shall be liable to MIDDLE RIVER for the first \$5000.00 of damage sustained by the

Aircraft during the rental period, which represents MIDDLE RIVER'S insurance policy deductible.

- 19. EMERGENCY REPAIRS:** Emergency repairs shall be defined as repairs to the Aircraft, which, due to statute, regulations, mechanical 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 MIDDLE RIVER for instructions; (b) if no contact can be made and repair can be effected for Three Hundred Dollars (\$300) or less, RENTER may authorize and make payment for the repairs, for which RENTER shall be reimbursed by MIDDLE RIVER. Under no circumstances shall RENTER authorize repairs to the aircraft unless no contact with MIDDLE RIVER can be effected and the repairs can be made for Three Hundred Dollars (\$300) or less, and under no circumstances shall the aircraft be flown by RENTER without repair if to do so would violate any Federal, State, or Local law or regulation or compromise the safety of the RENTER, his/her passengers, or the aircraft.
- 20. DEFAULT:** RENTER agrees and/or acknowledges that if RENTER defaults in the performance of any of his/her obligations under this agreement, MIDDLE RIVER, 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 MIDDLE RIVER of either or both of the rights specified above shall not prejudice MIDDLE RIVER'S right to pursue any other remedy in law or equity.
- 21. GOVERNING LAW/CONSENT TO JURISDICTION and VENUE:** This agreement shall be construed in accordance with the laws of the State of Maryland and any dispute arising either under this agreement or by and between RENTER and MIDDLE RIVER shall be adjudicated by and within the Baltimore County Circuit Court and/or the United States District Court of Maryland/Baltimore (Northern) Division. RENTER expressly waives any challenge(s) to the jurisdiction of these courts over RENTER and expressly waives any rights to challenge the venue thereof.
- 22. RELATIONSHIP OF PARTIES:** RENTER is not and shall never at any time during the term of this agreement become the agent of MIDDLE RIVER, and shall not be responsible for the acts or omissions of RENTER, its agents, or servants.
- 23. 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.
- 24. 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 and signed by both parties.
- 25. 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.
- 26. 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.

- 27. REPOSSESSION OF AIRCRAFT:** RENTER hereby agrees and acknowledges that the Aircraft maybe repossessed, at RENTER'S sole cost and without notice, if: (a) it is not returned on the due-back date; (b) is illegally parked; (c) is operated in violation of any Federal, State, or Local law or regulation; (d) is operated outside the scope of this agreement; (e) appears to be abandoned; or (f) if RENTER had given false or misleading information at time of rental or with any document, form, or paper supplied by RENTER to MIDDLE RIVER.
- 28. TERM:** The term of this agreement is for one year from the date first written above and may be extended beyond the initial term at MIDDLE RIVER's sole discretion.

ATTEST:

[Redacted Signature]

ATTEST:

MIDDLE RIVER AVIATION LLC

BY [Redacted Signature]

TITLE: PROPRIETOR

RENTER: [Redacted Signature]

BY: Marcson Ngwa



MIDDLE RIVER AVIATION, LLC
 701 WILSON POINT ROAD
 BOX 14
 MIDDLE RIVER, MD 21220

Airplane Pilot Rental Minimums

	Student	Private	Instrument	Commercial
Ceiling	2,500 local 4,500 x-c		800	
Visibility	6SM local 8SM x-c		2SM	
Max Wind (inc. gusts)	15 kts total 8 kts x-w	25 kts total 15 kts x-w		
Max distance from KMTN		100	150	250
Local Time	0600-2400			

Aircraft Rental Minimums

Robinson: 25 dual in helicopters

Skyhawk: Any pilot certificate with an ASEL rating or MRA IP endorsement

Arrow: 100 TT and 25 retract, or 100TT and 10 M&M

Lance: 250 TT and 25 retract and 5 M&M

Cougar: 350 TT and 50 multi and 10 M&M, or 250TT and 25 retract with an IP (or DPE) on board

Notes

1. The above minimums are for the certificate and rating of the pilot, not for the certificate and rating for which the pilot is in training.
2. Student pilots are limited to only the solo time required to obtain a certificate under part 141 or part 61 as determined by the MRA chief pilot.
3. All flights without an MRA IP as PIC must fill out a flight authorization form and obtain approval from an MRA staff member.
4. Any costs incurred during flights outside of the above minimums or without an authorization are the responsibility of the PIC.
5. VA funding is limited to training use only.
6. Flights over the Hudson River including the VFR exclusion or the Skyline transition are not authorized unless an MRA IP is PIC.