

PILOT TRAINING CENTER HOMESTEAD

28790 SW 217TH AVE HOMESTEAD FL 33030

AIRCRAFT RENTAL AGREEMENT

This AIRCRAFT RENTAL AGREEMENT ("Agreement") is made on 30th day of May, 2023,
between PILOT TRAINING CENTER HOMESTEAD and ("Pilot") Eshaan Majumdar
whose address is (Street, City, State, Zip Code) [REDACTED] Homestead FL [REDACTED],
Phone [REDACTED] and email is [REDACTED].

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

I. Payment. Payment is due when services are rendered. PILOT TRAINING CENTER HOMESTEAD accepts checks, Visa, and MasterCard as payment for services rendered. All checks returned for "Insufficient Funds" will incur a service charge in the amount of \$ 40.00 per check in addition to the cost of services rendered.

a. Unpaid Rental / No Show Fees / Other Balances. The Pilot authorizes PILOT TRAINING CENTER HOMESTEAD to charge unpaid rental, no show fees, and other balances to the credit card listed in this agreement or by any other legal means.

b. Rates: During the execution of this agreement, Pilot will be charged prevailing rate listed by PILOT TRAINING CENTER HOMESTEAD. All rates are subject to vary depending on the prevailing fuel price.

II. Insurance: Current information regarding our insurance may be obtained through any staff member of PILOT TRAINING CENTER HOMESTEAD.

a. Aircraft. In order to meet our insurance obligations, pilot & aircraft will require an operational check out. Check out must be conducted by an approved instructor of PILOT TRAINING CENTER HOMESTEAD.

b. Damage. The Pilot agrees to pay for any damage to the aircraft as a result of Pilot's use of the aircraft including loss of revenue. It is the Pilot's sole responsibility to ensure proper treatment and handling of the aircraft and/or equipment, which is being rented to the Pilot. Pilot Training Center Homestead reserves the right to claim or not claim its own insurance. Pilots are responsible for total damage caused to the aircraft. PILOT TRAINING CENTER HOMESTEAD insurance policy covers PILOT TRAINING CENTER HOMESTEAD for damage to an aircraft while it is being rented. PILOT TRAINING CENTER HOMESTEAD withholds the right to seek reimbursement from the Pilot in the event of damage to an aircraft. The Pilot may also be responsible for any liability to other persons, and any costs, damages, losses, including loss of Use and attorney fees arising in connection with use of an aircraft. Renter's insurance coverage is mandatory for all solo /rental flights.

III. Flight Instruction. ONLY approved PILOT TRAINING CENTER HOMESTEAD Instructors are authorized to provide flight instruction in the aircraft rented from PILOT TRAINING CENTER HOMESTEAD. Scheduling is handled by the individual instructor.

IV. Hold Harmless. The Pilot hereby agrees to indemnify and hold PILOT TRAINING CENTER HOMESTEAD 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 also agrees to be responsible for the payment of any damages caused to Pilot, third parties, personal property and property belonging to third parties, and to the aircraft and/or equipment while in the Pilot's possession and use.

V. Compliance with Regulations. The Pilot hereby agrees to comply with all Federal Aviation Regulations at all times. The Pilot further agrees that the aircraft shall only be operated in accordance with all Federal, State, and Local laws and regulations.

VI. Flight Procedures / Handling of Aircraft. Pilot agrees to comply with all procedures listed in the **Flight Procedures / Handling of Aircraft** addendum. A copy of the addendum will be kept in the aircraft to facilitate Pilot compliance.

Initials: EM

VII. Maintenance. Any maintenance related items that could interfere with the safety of a flight, and squawks found, must be immediately reported to PILOT TRAINING CENTER HOMESTEAD Staff by phone or in person. Any maintenance related action required away from home base requires prior authorization from PILOT TRAINING CENTER HOMESTEAD management. Current telephone numbers are located in the aircraft.

VIII. Emergencies. Pilot agrees to immediately report all accidents, along with any names and addresses of witnesses, and involved parties. In accordance with NTSB rules, pilot will not allow the aircraft to be moved unless expressly authorized to do so by PILOT TRAINING CENTER HOMESTEAD or authorities. Pilot will do all that is possible to protect the aircraft from further loss or damage. In the event of an emergency, the Pilot should immediately contact local authorities, and PILOT TRAINING CENTER HOMESTEAD, in accordance with NTSB requirements.

IX. Governing Law. This agreement shall be construed and enforced under the laws of the State of FLORIDA.

X. Entire Agreement. This agreement shall be applicable regarding issues addressed herein until it is terminated by PILOT TRAINING CENTER HOMESTEAD.

XI. Amendment. This Agreement may be amended by PILOT TRAINING CENTER HOMESTEAD as required.

XII. Certification. Pilot certifies that all information supplied to PILOT TRAINING CENTER HOMESTEAD is true and correct.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

PILOT TRAINING CENTER HOMESTEAD

By: _____
(PILOT TRAINING CENTER HOMESTEAD Representative)

Pilot: Eshaan Majumdar
(Printed Name)

(Pilot Signature)

Pilot Information:

Primary Phone: + [REDACTED]

Alternate Phone: _____

Credit Card Number: _____ Valid Through: _____ CVV: _____

Emergency Contact: + [REDACTED] (Sahan Majumdar) (Father)

Contact Phone: _____

Aircraft Renter's Insurance Policy No _____ Name of Insurance Company _____

Copy Received:

Pilot Certificate: _____

Medical Certificate: _____

Driver's License: _____

Proof of Citizenship: _____

BFR Expiration Date: _____

Medical Expiration Date: 04/20/2024

Initials: EM

1st Medical

Flight Procedures/Handling of Aircraft:

Pre-flight Briefing: The Pilot will obtain a pre-flight briefing covering WEATHER, NOTAMs, and TFRs from flight service or online services prior to each flight.

Handling of Aircraft: With respect to pre-flight inspections, it is the Pilot's sole responsibility to comply with all FARs and the aircraft manufacturer's guidelines and any other source regulating pre-flight procedures. Any damage, unairworthy conditions, or missing documents found during pre-flight of the aircraft must be reported to PILOT TRAINING CENTER HOMESTEAD, **PRIOR TO FLIGHT**. Pilot agrees not to accept the aircraft until Pilot is satisfied with the aircraft airworthiness, and functioning of its equipment and accessories. Any damage found, must be reported to PILOT TRAINING CENTER HOMESTEAD immediately and prior to leaving the tie down. Any damage caused by the Pilot or during Pilot's use of the aircraft, and not reported to PILOT TRAINING CENTER HOMESTEAD will result in recovery of the damage(s) and termination of flying privileges with PILOT TRAINING CENTER HOMESTEAD.

Aircraft Flight Time: The Pilot is responsible for checking the current Hobbs time, **rounded up to the next highest tenth**, on the aircraft dispatch. Hobbs differences found prior to starting the aircraft must be immediately reported to PILOT TRAINING CENTER HOMESTEAD Staff for adjustment. Unreported differences are the Pilot's responsibility. The Pilot will record on the aircraft dispatch, **rounded up to the next highest tenth**, the ending Hobbs time after shutting down the aircraft.

Master/Avionics Switches: It is the Pilot's responsibility to leave the aircraft with the master and avionics switches turned off after each flight. If it becomes necessary to recharge an aircraft battery because of failure to comply with this rule, the pilot may be charged a fee equal to 1 hour of shop labor which is currently \$75.00.

Securing of Aircraft: It is the Pilot's responsibility to secure the aircraft, after each flight, with all means provided by PILOT TRAINING CENTER HOMESTEAD (tie-down ropes, gust locks, throttle locks, etc.). The Pilot may be charged a tie-down fee of \$10.00 for failure to comply with this rule. Pilot will lock the throttle and mixture lock, doors and deposit the keys.

Cleanliness: It is the Pilot's responsibility to leave the aircraft interior in a clean condition after each flight. The Pilot may be charged a cleaning fee of \$15.00 for failure to comply with this rule.

Food/Drinks/Smoking in Aircraft: Food, drinks (other than water), and smoking in the aircraft are strictly PROHIBITED. The Pilot may be charged a cleaning fee of \$25.00 for failure to comply with this rule. Smoking on the ramp, or in the vicinity of any aircraft and/or fueling equipment within a radius of 50 feet is strictly PROHIBITED.

Flight Plan and Flight Following: PILOT TRAINING CENTER HOMESTEAD recommends that prior to any flight beyond 50 nautical miles; the Pilot should file a flight plan with FSS. All student pilots **must** file a flight plan for solo flights beyond 50 nautical miles. Flight following is recommended for all flights outside the pattern.

Weight & Balance: PILOT TRAINING CENTER HOMESTEAD recommends that prior to all flights; the Pilot should calculate the weight & balance of the aircraft. (PILOT TRAINING CENTER HOMESTEAD provides various weight & balance forms.)

Fees at Other Airports: The Pilot is responsible for settling all landing, tie-down, handling, and/or any other fees incurred enroute or at the Pilot's flight destination at the time they are incurred. If not settled at that time, the Pilot will be charged the due amount and a processing fee \$25.00 for failure to comply with this rule.

Unpaved Airport Landings: Unless a pilot has received training and a sign-off with a Learning Fundamentals Approved Flight Instructor, the Pilot is **NOT ALLOWED** to conduct any "unpaved airport landings". "Unpaved Airport Landings" include, but are not limited to: grass, turf, unpaved, gravel and/or any other unstable surface.

Flight Currency with Learning Fundamentals: It is the Pilot's sole responsibility to comply with all FARs concerning currency. In addition, **PILOT TRAINING CENTER HOMESTEAD requires flight in each type aircraft within the past 60 days**. Once a Pilot's PILOT TRAINING CENTER HOMESTEAD currency expires, the Pilot may be required to have a flight currency check ride with a PILOT TRAINING CENTER HOMESTEAD approved Flight Instructor. If a pilot has not made **3 takeoffs and landings within the last 60 days**, they may not operate a PILOT TRAINING CENTER HOMESTEAD aircraft without a check out from a PILOT TRAINING CENTER HOMESTEAD Approved Flight Instructor.

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Pilot License & Medical Certificate: PILOT TRAINING CENTER HOMESTEAD requires the Pilot to maintain a copy of Pilot's current Pilot License and Medical Certificate on file with Learning Fundamentals. PILOT TRAINING CENTER HOMESTEAD also requires a copy of the Pilot's valid driver's license or passport for identification purposes. The TSA (Transportation and Security Administration) now requires proof of citizenship (Original Birth Certificate or Valid Passport only) be **provided to the instructor prior to any instruction** which might result in a Certificate and/or additional rating.

Night Flights: It is the Pilot's sole responsibility to comply with all FARs concerning night currency. Pilots who are not night current may not use PILOT TRAINING CENTER HOMESTEAD aircraft at night without a night checkout from a PILOT TRAINING CENTER HOMESTEAD Approved Flight Instructor.

Schedule: The aircraft will be scheduled in 2 Hours block, commencing from even hour of the day. Pilot will be charged 1.2 Hrs of minimum flight time. The Pilot must provide 24 hours notice of cancellation of a scheduled rental time. All aircraft will be available subject to weather and maintenance schedule.

Overnight Rental: The Pilot understands that all aircraft require a minimum of 4 hours charge per day for overnight rental. **VFR Pilot rental flights are limited to 300 nm, one way, unless prior approval is received from a PILOT TRAINING CENTER HOMESTEAD Approved Flight Instructor.**

Operations: The Pilot will only rent aircraft in which Pilot has received a check ride and for which the Pilot's records with PILOT TRAINING CENTER HOMESTEAD indicate such check ride. Pilots are encouraged to inspect their PILOT TRAINING CENTER HOMESTEAD records periodically. **The Pilot will not conduct commercial operations including flight training in a PILOT TRAINING CENTER HOMESTEAD aircraft.** Pilot may only use aircraft for Pilot's personal pleasure or incidental business purposes. The Pilot will fly from the left seat ONLY, unless approved to fly right seat by a PILOT TRAINING CENTER HOMESTEAD Approved Flight Instructor. The Pilot will not allow anyone else to fly the aircraft. As a Student Pilot, carrying of passengers is strictly **PROHIBITED**. Student Pilots in the solo phase of instruction must have a sign off from their instructor **FOR EACH FLIGHT** and observe all weather and wind limitations in the sign off. The Pilot will make all landings to a **FULL STOP**. Touch-and-Go landings are strictly **PROHIBITED**.

Aircraft Rental/Keys: PILOT TRAINING CENTER HOMESTEAD reserves the right to rent any aircraft for which the Pilot is more than 15 minutes late for Pilot's scheduled time. Pilot agrees to return the aircraft at the scheduled time. Late returns, which impact PILOT TRAINING CENTER HOMESTEAD rental operations or flight instruction, may result in additional charges. The Pilot will ensure that the aircraft key is returned with the aircraft dispatch before leaving the premises. The Pilot may be charged a lost key fee of \$25.00 for failure to comply with this rule.

Aircraft Malfunctions: If, during the course of a rental flight, the aircraft suffers a malfunction, making it unsafe or unairworthy for either continued flight or the planned operation (night, IFR, etc.), it will be the responsibility of PILOT TRAINING CENTER HOMESTEAD to provide an aircraft and pilot to return the Pilot and/or passengers to the HOMESTEAD GENERAL (X51). PILOT TRAINING CENTER HOMESTEAD will not be responsible for incidental travel or other expenses incurred by the Pilot. The Pilot will be responsible for charges incurred prior to the malfunction.

Adverse Weather: It is the Pilot's responsibility to ensure that current and forecast weather conditions will allow the flight to be completed safely. If weather conditions prevent a safe return to the HOMESTEAD GENERAL (X51), it is the Pilot's responsibility to remain with the aircraft until it is safe to return. PILOT TRAINING CENTER HOMESTEAD is not responsible for incidental travel expenses or other charges incurred by the Pilot. At the Pilot's discretion, PILOT TRAINING CENTER HOMESTEAD will assume responsibility for returning the aircraft. If this occurs, the Pilot will be liable for aircraft and pilot time incurred by PILOT TRAINING CENTER HOMESTEAD in returning the aircraft to the HOMESTEAD AIRPORT (X51), in addition to the rental charges for the aircraft.

Fuel: PILOT TRAINING CENTER HOMESTEAD aircraft rents wet only. If pilot needs to refuel on cross country then should pay and claim reimbursement later from PILOT TRAINING CENTER HOMESTEAD. This means that all tanks are filled to the tabs prior to departure. The fuel will be reimbursed in actual but not exceeding the fuel rates decided by PILOT TRAINING CENTER HOMESTEAD.

Signature:  Initials: EM
Name: Eshaan Majumdar
Date: 05/30/2023